REDEMPTION

Manual 4.5 Edition

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How To Become A Secured Party Creditor

Understanding the MATRIXX
and taking commercial control

Redemption Manual

From Government-Imposed Ignorance
To Enlightenment as a Secured Party Creditor

FOUR POINT FIVE EDITON – 4.5

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From Government-Imposed Ignorance
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The American's Bulletin

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Redemption Manual Four Point Five Edition (4.5)
How to become a Secured Party Creditor

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This book is dedicated to all who seek freedom from the Matrix…

The information contained in this book is foundational and 'entry level' for those who want to become a Secured Party Creditor and is not to be construed as legal advice.

The contents have been reviewed and edited but errors and typos may exist. This book is not intended to answer every question you may have as to Redemption, as no one book can do that in light of the fact of the continuation of the evolution of information and any respective new processes or adjustments to such processes.

The Redemption Manual is presented as educational information only and it is the responsibility of the reader to continue to study, research, document and understand the program called Redemption and the process(es) thereof before moving forward… whereupon we presume you will take the necessary responsibility to free your mind and take control.

NOTICE; Proceeding from this point is in effect; taking the RED PILL, obviously from the first Matrix movie (movie review is a few pages forward). Since YOU want to know the truth, to go down the 'Rabbit Holes,', you will be exposed to new information, history, facts, concepts, processes, etc., so hold on… it's going to be the ride of your life… and YOUR very being, your life, your beliefs, what you've been taught… and your *FREEDOM will be tested!*

ACKNOWLEDGEMENT

I would like to acknowledge and give thanks to the many men and women who have played a role in bringing the Redemption process/information forward, as well as those involved in the research, the investigation and the 'application' of Redemption concepts, as a means to test and perfect the same. Thanks to Roger Elvick for bringing what is called Redemption forward in the beginning and to the *many others* since then, too numerous to mention. A special thanks to Michael, Apollo, Nicholas and Marianne for their help in bringing this book together to a finish for this current revision. We all have sought the truth and the facts so we might all come to understand our predicament, servitude and standing; to more fully see and grasp the importance of our *sovereignty* and Redemption from the 'commercial scheme; and the servitude foisted upon us while our fathers and grandfathers slept. As we continue to travel up this road, we must not forget those who traveled before us and left the signs of their sacrifice and as we so travel, we must accept the responsibility, dedicate our lives to the same but higher ends for truth and freedom. We must seek out others who desire to be free as 'equal sovereigns,' to experience the benefits of Redemption and what has been created and established for them and their posterity. May our Creator find our efforts worthy on this orb of rock, dust and water as we work towards the goal of freedom, and our Redemption!

... Robert Kelly
Director and Editor
The American's Bulletin

Note: Please disregard any typos or grammatical errors that may exist or be found herein!

NOTICE

Redemption is not for the timid, the weak, and the ignorant. One must read, study and test (apply) what one is becoming exposed to, in understanding the commercial scheme being operated against every man, woman and child today in this Country… for the sole purpose to allow the 'government corporations' to survive and continue to serve 'themselves' under a socialistic bankrupt democracy.

There is not one book that is going to answer all your questions and give you everything you need to know and understand as to Redemption. Much has been researched and written about Redemption. It has been both shocking, interesting, and yet exciting to see the process(es) and the successes in relation to what is dubbed Redemption. It is not the end, but the beginning!

It is imperative that you move forward with the educational process, acquire other books and information (list contained herein) to understand and implement the transfer from being the 'Debtor/Slave' on the Plantation to becoming the Secured Party/Creditor and perfecting your sovereignty. If you do not have a computer and if you do not understand Redemption or are unwilling to learn all that might be necessary in regards to the commercial scheme, as the supposed 'Principal' (sovereign in a collective capacity) and take the responsibility, it is strongly suggested THAT YOU DO NOT GO FORWARD OR CONTINUE WITH WHAT IS CALLED REDEMPTION.

From this point forward, you must decide which PILL to take. If you decide to take the Blue pill, *you wake up in bed and believe whatever you want…* and you go back to the plantation and all remains the same… you continue to be a debtor-slave on the plantation owning nothing, having no rights, only privileges. If you take the Red pill, you will be located and removed from the Matrix. You'll be exposed to all the rabbit trails (*the reality, the truth*) and soon, you'll be able to recognize the 'commercial program' and to operate within it in a system where there is no money, just commercial paper. You will come to understand all things as you go forward. You will learn to go to peace and not to war! Before you is a lot of responsibility. As you take the Red pill and go forward, there's no going back. YOU WILL NEVER BE THE SAME.

PREFACE

It would be useful at the outset for us to share with you our fundamental assumptions and motivation for writing this manual and the important results and benefits that we hope you will realize in your study of Redemption.

The subject of Redemption is complex and involves the disciplines of history, government, commercial law, statutory procedure, banking and finance, real estate, and diplomacy. Each of these subjects is highly technical and has its own specialized language. To cover all of them in a single manual, at even a fundamental level, would of course be impractical. Therefore out of necessity, we have set as our goal in updating The Redemption Manual 4th Edition, to present a high level overview of core concepts that we hope will offer you a clear understanding of what Redemption is and how it might be useful to you.

The war that is raging in the world is a war to influence what you think and ultimately how you act. You can control any group no matter how large, if you can shape their opinions, perceptions and belief system in such a way as to distract them from knowing or understanding the fundamental reality in which they are enmeshed; a prison without bars. This is the ultimate form of leverage.

Here is a summary of what happened: A group of men (who wish to remain anonymous), through their agents (employees of Unites States, Inc., and their sub-corporations) began, under the Lincoln Administration, to quietly hi-jack the Constitution and the three branches of the Constitutional Republic. A quasi-governmental corporate takeover was then engineered to take control of the 50 states, the banking system, and the coining and printing of money. A civil war, a bankruptcy, and the confiscation of the wealth of the nation, were sponsored in order to create a context (read EMERGENCY) for the enslavement of the (formerly) sovereign people of the 50 (formerly) sovereign states under COLOR OF LAW. The icing on the cake: In 1938 the rulings of the Supreme Court were then partitioned to prevent the invocation of any law based on the Common Law, to be replace by the Uniform Commercial Code, and courts of International Contract Law (Admiralty). The coup 'd état, is that most of you don't even realize that you have personally, aided and abetted by your own ignorance of history and the law, signed and acted yourself into this system of 'commercial' slavery. You do this every time you get a job, get married, give birth, register your car, take out a mortgage, use Federal Reserve Notes, or join the military. Welcome to the same-old-world order—We have seen the enemy, and the enemy is US!

If this is news, congratulations, you are a successful mind control subject. If you think you are a landowner in America, take a close look at the warranty deed or fee title to your land. You will almost always find the words tenant or tenancy. The title or deed document establishing your right as a tenant, not a landowner, has been prepared for transfer by a licensed BAR Attorney, just as it was carried out within the original English feudal system that you may have presumed yourself to have escaped from in 1776.

If your goal is to recover what has been stolen from you, it will be necessary to redeem yourself from living a life of false perceptions. Redemption is the path of waging peace with your adversary. It is the path of turning the fraud that has been perpetrated on you to your advantage, so that you can control your property and prevail in any venue involving agencies and employees of the state and federal government. This manual offers you the opportunity to move from the ranks of debtor/slave on the plantation to the elevated status of Secured Party Creditor. We wish you success in Redemption.

INTRODUCTION

If you are new to 'Redemption,' then the information/process as presented in this book may be shocking and a little strange. We understand that it will be a leap of information that you have never been exposed to! Maybe you've experienced your "government" or were stomped on and railroaded in court or 'raped, pillaged or plundered' by an attorney, state agency or even the IRS! Maybe you believe Constitutional due process and fairness still exists "in the law"... in the courtroom. Maybe you believe that everything is the way it's supposed to be. They say, "Jump," and you ask, "How high?" You look around and aside from the negative TV News at 6:00 pm, you just don't see anything wrong. Maybe you've not recognized the 'glitches' in the program... yet. Well, better snap on your seat belt, Dorothy, because things have changed and where you're going, there's no turning back.

This book was difficult to update from its past 3rd edition format. Over six years have passed in regards to what has been dubbed 'REDEMPTION.' What has come forward since the first introduction of Redemption via seminars, articles, information etc., is voluminous.

This book is not to be construed as legal advice. It is the cumulative work and effort of countless hundreds and maybe thousands of those who came before us and who at present have worked at great expense of time and energy to find the 'Truth' and 'Freedom,' if such exist at this time in this country and on this planet!

Using the IRS as an example, we could all agree that based upon well over 25 years of research, all that research is now historical and cannot be rebutted. The facts of history are the facts of history. You cannot go back and change history. You can't, but rather, 'they' altered the 'facts' of history in the text books to hide certain things for certain agendas! You'll have to be the judge of that for yourself.

We'll make an attempt to add commentary, explanation, and other such information in this 'update' to allow better understanding of the problem(s) and the issue(s) as it relates to Redemption. It will be incumbent upon the reader/student of Redemption to continue his/her educational experience to fully understand the basics, the fundamentals, and the concepts of Redemption to better deal with the problems and the commercial scheme implemented by government without your knowledge or consent.

While at this time of our history, the 'fad' is '...to have FUN,' yet many do not see the reality that 'they are living in a fictional world.' While we want our children to have 'fun' and live safe, go to college, live the good life, we are often pricked into a jolt of commercial reality in regards to fines, fees, taxes, DEBTS and the like, having to go court, whether for traffic or for other matters. There we experience the pain of the 'economic needle'... extracting our blood (your labor as converted into what you think is dollars) along with the message that... 'Go forth and be a good citizen/subject, do what you are told, shut-up and be sure to vote!' Within this fictional world of make believe, the masses are subjected to playing a gigantic 'Monopoly Game' where there is no real money and the banker usually wins.

As such, and from time and time again, reliable sources (including attorneys) reveal that "law" has no bearing on what happens in court proceedings as much as the "procedure" of which is only known to BAR members (judges, prosecutors, attorneys, including the very defense attorney you were gullible enough to use, hire or who was compelled upon you) who carefully and methodically extract either/all your time (community service/slave labor), money (bail, liens, levy, garnishment, fine, restitution), property (child, home, car, bank account) or your liberty (detention, jail, prison, probation). No one told you that your 'Attorney' can ONLY represent your 'Debtor' (an artificial person-entity). No one told you that court proceedings are purely "administrative" and not "judicial" as the "organic" Constitutions (State and Federal) mandate. In these "administrative" proceedings, why is it that these so-called courts do not explain the 'Nature and Cause' of the action, never prove 'Jurisdiction' and never allow you to have 'Counsel of your Choice' and never - never ever allow the jury to decide the law in a case/trial? Maybe those 'administrative' "Tribunals" are not *Constitutional 'Judicial' Courts of Due Process*. Welcome to America!

Or maybe you turned on the radio or television and heard yet another politician praising the passage of a Bill of which neither the politician nor the other members of Congress ever read, let alone having ever brought it before the unbiased masses for scrutiny (which is not done because the Federal Constitution is not for the People). Nearly every Bill passed restricts more and more, in profound ways, freedom of speech, property rights, and freedom of travel, while at the same time, gives public servants more power and authority without having to be accountable to the "people."

Or maybe you received another tax bill (Federal, State, property), or a traffic ticket, or a child support payment bill...or whatever. While looking at your bank balance or what's left in your wallet, you realize, "Hey, I don't have the money to pay this!" And due to the situation, you just might end up in jail or doing community service work to 'Pay Off' this 'debt to society!' Wow, don't you get a 'Gold Star' for the day!

What you will come to understand, learn and know, is that the United States (the Federal Corporation) went bankrupt in 1933 and as a result of further acts, removed the substance backing our Nation's money, replacing it with 'bankruptcy script' of a private corporation... called the Federal Reserve Bank.

Sometime in the 1960's, the Uniform Commercial Code (UCC) was adopted by most all States. The UCC is the federal common law of negotiable instruments and governs all transactions... because there is no lawful money (substance backing the money being gold and silver) therefore you have not 'paid' your bills nor 'paid' for anything pursuant to the law of payment since 1933. All you have ever done is discharged the debt... until a future time, but you *have not obtained title!* The government, because of going bankrupt, had to finance its operation to survive and it needed to do so because it can only tax what it creates. It created artificial entities ('Ens legis,' being a 'corporation' or 'trust-corporation'), so that it could tax it and in doing so, sends you the 'tax bill' or other 'presentments' for fines, fees and taxes! In operating this scheme against you, you think the 'presentment' is in your name. The government has divested you of your 'rights, titles, interest, property and wealth' by and through an undisclosed and non-disclosed *commercial* program to RAPE, PILLAGE AND PLUNDER the American

people, to keep the 'private' government corporations functioning.

In this book and others (the Redemption Companion, Cracking the Code 3rd Edition, Redemption-The Cold Hard Facts and possibly other writings) you will learn, understand and know what the truth is, what the facts are and what the solution is to 'Re-capture' or REDEEM your **'rights, titles, interest, property and wealth'** and put yourself in the position, with standing and capacity (status & knowledge) to ACCEPT FOR VALUE and discharge the debt(s) as a SECURED PARTY/CREDITOR… (Not as a debtor/slave on the plantation as before).

Keep in mind as you begin reading this manual, things within Redemption have evolved from the beginning and continue to do so, even now. You must make the effort to stay updated and currant to the best of your ability as to any 'new' aspects or matters dealing with Redemption.

The historical concept is: that the American people are still the sovereign power. The Bible teaches that the Israelites (Ish= man, ra = ruling, el= God, = man ruling with God) are the "Kings and Priests of Israel." When the Country was supposedly freed at the conclusion of the Revolutionary War, the concept was established that, "A man is king in his own Castle." Last but not least, "The people have succeeded to the rights of the King, the former sovereign of this State. They are not, therefore, bound by general words in a statute restrictive of prerogative, without being expressly named." Pray-tell, do 'kings' pay taxes? The people, due to the bankruptcy and commercial law in place that allows the people, as the sovereign power, **in their Secured Party / Creditor capacity**, to discharge ALL the fines, fees, taxes, judgments and debts, take control of all the property… BECAUSE THERE IS NO OTHER WAY TODAY TO PAY THE DEBT(S) (AS THERE IS NO LAWFUL MONEY), YOUR STATUS WAS CHANGED TO DEBTOR/SLAVE ON THE PLANTATION FOR THE FINANCIAL BENEFIT OF CORPORATE GOVERNMENT.

Before you is a path, like the yellow brick road to OZ. What you will learn will affect you from this day forward, one way or the other. Freedom and truth is like a two-edged sword and with Redemption comes a lot of responsibility to know and understand all that is necessary to become the Secured Party/Creditor (SPC) aka 'sovereign' (in the collective capacity) with other SPC's to understand the reality… 'Of the people, by the people and for the people.' As the Creditor, you are the 'Banker,' therefore would you not agree that you have a lot to learn?

Note: the Treasury indicated that around January of 2001 that there were "over 11 million" transactions/charge-backs sent in which equates to "Over 11 million Secured Party/Creditors on Board!" And around mid-year of 2002 the number was increased to 22 million and most recently (12-2006) 55 million… but those numbers have in no way been verified.

However, you now can become part of this growing base of informed, knowledgeable 'Secured Party/Creditors' - men and women who, as intended by our God and due to the reality of our 'day and time,' are moving forward as those, who being 'above the government corporations, are taking their rightful positions over the government/servant who operate those bankrupt corporations to understand the commercial scheme and discharge the debts.

UNDERSTAND:

IN COMMERCE TRUTH IS SOVEREIGN AND THEREFORE THE *SOVEREIGN ALWAYS DEALS* IN THE TRUTH IN COMMERCE!

With that, as in the movie Matrix, you are holding the Red pill. You want to know the truth and a whole lot more. You may proceed into the process/program dubbed 'REDEMPTION' and may you stay on the path to learn what has been kept from you and may you discover what is really .....behind the curtain!

....May God guide and bless you on this journey!

FORWARD

This REDEMPTION MANUAL FIFTH EDITION is the continuation of an unusual work. Some portions from the third edition are left intact while others have been updated.

Formatting, commentary, updates, and new information have been added. Where necessary, some information-documentation will be taken from THE REDEMPTION COMPANION to better present or document a particular point or matter.

The writings of a man in prison, preserving his thoughts, his study notes, and his conclusions within letters to his family are maintained. This individual has chosen to reveal his understanding of why he was in prison and how he got there. How to keep the rest of us out of there, how to understand the commercial nature of all things, is the reason for the update of this FIFTH EDITION.

In the following pages you will find history, definitions, Scripture, information, and best of all, what we Americans have been deprived of from the beginning: 'the total (as we best understand it today) of the undisclosed *COMMERCIAL* SCHEME that has been perpetuated upon every man, woman and child in America since 1933 ...and ... the solution.

In the beginning of this manual are references to Scripture. Though some believe it to be a direct part of what we call REDEMPTION, it is also presented herein to show that: *'commercial law'* has been in use since day one.

Some believe that this Country, without the guidance and help of Almighty God, as a Nation, is doomed. That might be true, however, 'for evil to prevail, good men do nothing.' We, like so many other civilizations before us, may have left our first love. For it is said in Scripture: *"Thou shalt not have any other gods before Me!"* That's all well and fine, but when one is compelled to honor Caesar and his private corporate rules, regulations, and statutes to support his de-facto bankrupt corporation under democratic socialism (today called the Federal and State government(s)) it's a little difficult except in your private prayer room/closet to recognize by prayer or otherwise your Creator/God, when out in the federal fictional world, there are many gods to distract the people.

It is said that the LOVE OF MONEY IS THE ROOT OF ALL EVIL. Again, that might be true in some cases. Obviously in today's society, people scramble for what they think is money to pay the bills and live in what they think, or hope, is a comfortable way of life... for it is all they know.

Our so-called leaders in their lust for power and money have sold our fathers, ourselves, and our children (our posterity to the l0th generation) into bondage. Today every man, woman and child owes $1000.00 to the national debt. This may be perceived as immoral and reprehensible! However, it is just BACKWARDS!

The so-called government OWES YOU that amount and a whole lot more for their fraud, damage and dishonor:

"All that government does and provides legitimately is in pursuit of its duty to provide protection for private rights, which duty is a debt owed to its creator, WE THE PEOPLE."

(Wynhammerv. People, NY 378)

So you see, they owe us! However, due to their unauthorized actions and corruptions, they have removed what was 'Constitutionally' established as real money, backed by something of value, i.e., gold and silver.

Therefore, what you THINK you owe, what they THINK you owe, what you THINK they owe you... is of no importance, when there is nothing in 'reality' to 'pay' with! And since a total different commercial system has been put into effect to allow what has been called this 'Commerce Game' to go on and on and on, it is only a matter of importance to fully understand it and utilize it, in and for your commercial transactions and in regards to what 'your' so-called government demands...(example) in the nature of TAXES!

Many remarkable discoveries lie ahead. Keep in mind, not everything in everyone's commercial life's situations can be addressed or covered herein, however the principles can be applied to almost every situation.

If someone were to ask to you place a value on your freedom, you would undoubtedly say that it is one of your most prized possessions. If on the other hand, someone were to ask you to name in a single word that which most impinges on your freedom, how many of you would volunteer, "why me, of course!" Then name in a single word the commodity that you are most dependent on in forming your impressions, making decisions, and understanding your world. How many of you would say "accurate information?" Lastly, what word or phrase might you use to label a person who is proud to be oblivious to the underlying conditions of his or her life—"ignoramus," "fool," "dupe," "easily conned," "asleep," "doesn't care," "pretender," "happy idiot," "insane," or "delusional?" And if this described your condition, would you be willing to take a deeper look within? In the experience of this author, this describes the majority of Americans today.

So, it is for the reasons stated above, that Redemption is for everyone and few will be willing to pay the price—to learn, to take responsibility, and to act. These are the attributes that are required of any man or woman who would be free.

"I will not make any deals with you. I've resigned. I will not be pushed, filed, and stamped, indexed, debriefed or numbered. My life is my own. ... You won't hold me." To which Number 2 sardonically replies, "Won't we?"

Thus begins "The Arrival," the first of 17 television episodes originally broadcast in Britain in 1967. Subsequent shows seem to support that Number 2 (a role played by a different actor in each episode) is right--the Prisoner can be held. Indeed, each program ends with a set of jail bars closing over the Prisoner's face. But what they--whoever they are--can't do is defeat him. For the Prisoner manages to triumph despite his hopeless situation because of his unrepentant refusal to sacrifice his ideals and self-identity.

So you can sit around and massage each other's hearts, whining and complaining about all the problems you see out there—the government, the economy, your neighbors, etc., or you can look within and realize that you can't control anything but yourself, and if you were to do that well, and join with others around you who are doing that well, you stand a chance, and without that, well, you have what you have.

If you read this book, your perceptions and your belief system will be challenged. You will stand at the precipice and say to yourself, well, if everything that I have been taught is a clever lie and an illusion, then what is the truth? And if you make it to the other side you will understand the full meaning of the phrase "truth is stranger than fiction." Which do you prefer, the RED PILL or the BLUE?

Finally, understand a few important concepts right here in the beginning. You MUST cleanse your mind of the law!! The scripture refers to this as the "renewing of your mind." You MUST cleanse your heart, your soul, and your mind of the 'conditioning,' or as some would call it, the brainwashing. Some would have you believe that you are both the 'Subject and Object' of government today. Not so. The people are to be the Principle, the sovereign power, but now in Secured Party/Creditor capacity. Your 'Debtor' may be the subject and/or the object of government, but that understanding is the purpose of this Book and what is called REDEMPTION.

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...***This is not the END!*** 677

Section 10 – LIST OF FILES ON THE COMPANION 'CD'
AFFIDAVIT OF TRUTH – BENJAMIN FREEDOM FRANKLIN
AFFIDAVIT OF NOTICE OF DEFAULT (CAFV)
AFFIDAVIT OF WALKER TODD

BLANK FORMS:
SECURITY AGREEMENT
COMMON LAW COPYRIGHT
HOLD HARMLESS AGREEMENT
POWER OF ATTORNEY

UCC-1 FINANCING STATEMENT
UCC-1 FINANCING STATEMENT ADDENDUM
UCC-3 AMENDMENT

ARTICLES:
100 YEARS OF UNIFORM LAWS-AN ABRIDGED CHRONOLOGY
14TH AMENDMENT
BANKING QUOTES
BILL OF RIGHTS 1689
COINAGE ACT OF 1792
COINAGE ACT OF 1965
CONGRESSIONAL RECORD
EMERGENCY BANKING ACT
IS YOUR BANKER INVOLVED IN CHECK KITING
JFK EXECUTIVE ORDER
JUDICA REDEMPTION QUOTE
KING JOHN 1213 CONCESSION
LEVITICUS 25
MAGNA CARTA
MANICAL WORLD CONTROL THRU THE JESUIT ORDER
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REVISED ARTICLE 9
REVISED ARTICLE 9 – SUMMARY
REVOCATION OF POWER OF ATTORNEY
RUDIMENTS OF THE SYSTEM
THE BULL INTER CAETERA
THE BULL ROMANUS PONIFEX
THE CREDIT RIVER MONEY OPINION
THE DECLARATION OF INDEPENDENCE
THE FEDERAL RESERVE ACT
THE PARIS PEACE TREATY – 1783
TRANSCRIPT OF NORMAN DODD
UNRAVELING THE AMERICAN NIGHTMARE
VOID IN THE LAW

You have by now swallowed the Red Pill and you want to see the whole truth! You're ready to go down the Rabbit Trails so that when you surface, you'll understand and you can 'Free Your Mind', come to understand who you are and what you are. Then the system will unplug you and spew you out from the Matrix. And then your journey begins… the first step…?

. . . LET'S GO TO THE MOVIES. . . ..

We go to the movies for entertainment, maybe to get away from the reality of our world and just for a few moments we escape that reality and enter a 'Twilight Zone' if you will, of adventure, romance, and the like. But is it possible someone is trying to tell you something? Is there 'full disclosure' being made on the silver screen? Are you aware of the message or have you been oblivious? Following are movie reviews on the Wizard of Oz and the MATRIX movies. They are presented herein to allow you to understand 'really' what has happened and what to understand.

The Wizard of OZ

The 'Coded' Movie of What Really Happened to America

By Robert Kelly

Just as you can read between the gory lines in the newspaper on any given day in America, you can discover clues and truths slipped in by the Powers that be... if you look hard enough as to what is actually going on. Such 'notice' can also be found in somewhat lighter fare... the movies!

As you well know, movies have become the national pastime of entertainment. Millions go to the movies, VHS tapes and DVDs fill in the rest of the gap. The story-line, topics, and time-frames vary as to the manuscript and the vision of the Directors.

Such a movie was 'The Wizard of Oz,' an allegory for the new state of affairs in America in the 1930s following the stock market crash and the factual bankruptcy of the United States Government immediately following.

'The Wizard of Oz' movie is not just a movie for children, though perceived today it is, and it has become a national icon of an historical nature, replayed every year on television... just for the children.

What is missed by most, is the symbolism in the movie, in almost every character and aspects of the 'set' and so-called 'special effects' and props back then. After reading this article and then seeing the movie again, it will never be the same to you... or your children!

The setting was Kansas: Heartland America, the geographical center of the USA. In comes the twister, the tornado, *i.* e. whirling confusion of the stock market crash that left everybody economically 'dizzy!' It signified the theft of America's gold, the coming US bankruptcy, the Great Depression. The tornado whisked Dorothy and Toto up into a new, artificial (dream-like) dimension somewhere above the solid ground of Kansas. When Dorothy awakes, she finds herself in the 'land of Oz.' Dorothy comments to her little companion, "Toto, I have a feeling we're not in Kansas anymore."

That's right. After the bankruptcy, Kansas was no longer just plain old "Kansas," it was now "KS," an artificial corporate venue of the bankrupt United States, newly established "federal territory," part of the "Federal Zone," and Dorothy and Toto were in "this state" now.

On her journey in this unfamiliar land, Dorothy meets up with three unusual 'characters,' each having certainly a different problem or aspect as portrayed on the silver-screen, but their true identity has been de-coded and it follows!

The first was the Scarecrow (a man of straw – a front) and 'he' identified his Straw-man persona for Dorothy; "Some people without brains do an awful lot of talking. Of course, I'm not bright about doing things." And in his classic song, "If I Only Had a Brain," the Scarecrow/Straw-man succinctly argued, "I'd unravel every riddle, for every 'individdle,' (individual) in trouble or in pain."

Today, in light of Redemption, we would translate it as: Once one discovers that his Straw-man exists, all political and legal mysteries, complexities, and confusions are resolved or understood and once one takes legal title (control) to his 'Straw-man,' he becomes the 'authorized representative' of the 'Straw-man' to accept and discharge (settle) all commercial affairs, as in Oz (the new commercial world – aka the MATRIX) because the 'Straw-man' has no BRAINS, and no hands and fingers to grasp a pen to write the check, so to speak, to pay the fine, fee, tax or debt!

The second character was the Tin Man, or "**T.I.N. man"** (also identified as; **T**ax payer **I**dentification **N**umber). The Tin Man was a hollow man of metal, a "vessel," a "vehicle," a newly created commercial code word for the Straw-man. Just like the Scarecrow, the Tin Man had no brain and had no heart. Both were "artificial persons." One of the definitions of "tin" in Webster's is "counterfeit." The Tin Man also represented the mechanical and heartless aspect of commerce and commercial law. Just like they say in the Mafia: "Nothing personal, it's just business." And in another profession similar to the Mafia, the business of lawyering, they have the attitude that it's nothing personal, "bidness is bidness." The heartless Tin Man also carried an ax, the traditional symbol for God, i.e., modern commercial law in earlier dominant civilizations, including fascist states. In the words of the Tin Man, expressing relief after Dorothy had oiled his rusty points and parts he said, "I've held that ax up for ages."

The word "ace" is etymologically related to the word "ax," and in a deck of cards the only one above the King is the Ace, *i.e.* God. One of the "Axis" Powers of World War II, Italy, was a fascist state. The symbol for fascism is the "fasces," a bundle of rods with an ax bound up in the middle and its blade projecting. The fasces may be found on the reverse of the American Mercury-head Dime (in Roman deity 'Mercury' was the God of Commerce). It can also be found on the wall behind, and on each side of, the speaker's podium in the US Senate (each gilded fasces is approximately six feet in height), and at the base of the seal of the US Senate are two crossed fasces.

The third character that Dorothy met was the Cowardly Lion, or "King of Beasts" and as the most feared of all animals in the jungle, was lacking "courage!" The Lion is symbolic of the once fearless American people, who have since lost their courage. Yes, there are a lot of "hot talkers" out there, just listen to your local radio talk shows. American men love to talk, but none have the courage to "DO" a damn thing! The American people are scared of the corporate Federal System and local revenue collectors, i.e. cops and judges in their so-called courtrooms (tribunals) of justice (commerce). After your first few go-arounds with the 'Just-Us' system, believing there was 'justice' in the courts, you probably lost some of your courage too. And you

may have not known it, but the IRS has been dealing with only your 'Straw-man' (Debtor) strictly under the laws of Commerce and they are just like the Tin Man, heartless!

After Dorothy and her three companions made their way to Oz, they had learned that they had to go see the 'Wizard.' To find the Wizard, they had to just "follow the yellow brick road," (gold is known as 'yellow bricks' and are melted into 'ingots!') All one has to do is follow the trail of America's stolen gold and you will find the thief who stole it. In the beginning of the movie the Wizard was represented by the traveling mystic, "Professor Marvel," whom Dorothy encountered when she ran away with Toto. His macabre shingle touted that he was "Acclaimed By The Crowned Heads of Europe, Past, Present, and Future." Boy, that Professor Marvel must have been a regular *wizard* to be acclaimed by the *future* crowned heads of Europe *before they were even crowned!* Before the bankers stole America, they had long since disempowered the Christian monarchies of Europe and looted their kingdoms. Maybe this "Professor Marvel" fellow knew something about the future that other folks didn't. With a human skull peering down from its painted perch above the door inside his wagon, the good professor lectured Dorothy of the priests of Isis and Osiris and the days of the pharaohs of Egypt!

When Dorothy and her new friends emerged from the forest they were elated to see the Emerald City before them, only a short jaunt away. Then came the Wicked Witch of the West, desperate for the ruby slippers that Dorothy was wearing, as they held special powers. A significant point here is that in the original book, The Wonderful Wizard of Oz, published in 1900, (39 years earlier), the slippers were not red, but silver. In the first cut of the movie, the slippers were silver, but were changed to 'red' to be more colorful!

At the time the book was written, America still had all its gold and silver. The value of one ounce of gold was set at 15 ounces of silver, with silver being the more plentiful of the two metals and generally known as 'poor man's gold!' Just as the silver slippers carried Dorothy, America's stockpile of silver and gold, backing the currency, carried the country to a position of preeminence throughout the world at that time. But, as mentioned, when the movie came out in 1939 the slippers were not silver, but red.

Between 1916 and 1933, most of America's gold was rounded up by the 'privately owned' Federal Reserve Banks and shipped off to the Fed owners in England and Germany. The reason for this was that Federal Reserve Notes could be redeemed in gold and the use of Federal Reserve Notes carried an interest penalty that could only be paid in gold. The American people were defrauded into trading their gold for (worthless) paper with green ink on it. Our previous currency, United States Notes, carried no such interest requirements - but such was the bargain that came with the Federal Reserve Notes. The reason JFK was murdered was because he was re-issuing United States Notes – interest free! [Go to any coin store and see or buy a 1963 U.S. (not Federal Reserve) Note].

When the bankruptcy was declared in 1933, Americans were required (misdirected) to turn in all gold coin, gold bullion, and gold certificates by May 1st; known as "May Day" (the birthday of Communism in Bavaria in 1776, the birthday of the IRS, and celebrated worldwide as the "International Workers Holiday," a holy day to the Wizard and his tribe).

Talking to people who were alive at that time, you may find out that the general sentiment toward such thievery bordered on a second revolution. Maybe it was just too much of a clue, or too much salt in the wound for Dorothy to be skipping down the "Yellow Brick Road" in a pair of "silver slippers," so that, for whatever reason, a color less likely to annoy or provoke was selected (i.e., red!).

With regard to the choice of "ruby," or red-colored, slippers: Red's primary significance, at least on documents and the like, is that it is the color of blood, as in flesh-and-blood, and symbolizes a living, breathing man or woman, *i.* e., non-corporate/non-artificial.

The color 'Red' could also have been chosen for the related tie to the International Banking Federal Reserve founder, the Rothchilds, [aka *Red* Shield] family. It does signify "private," as opposed to "public."

Your new Social Security Card has a *red* serial number on the reverse, signifying the private-side 'bond/account' attached to the public side of your "Straw-man's" Social Security Account. For postal employees, *red*-sticker Registered Mail means "personal accountability" (private), all other mail carries "limited liability" (public). It is likely that the ruby slippers symbolized the American people with blood in their veins as opposed to "citizens of the United States," *Straw-men* with the counterfeit "corporate blood" of blue/black ink on a birth certificate. No matter their color in the movie, the Wicked Witch of the West wanted those slippers at any cost and had to move fast before Dorothy and her crew could make it to the Emerald City.

The Witch's tactic was to cover the countryside with poppy flowers, or "poppies," the source of heroin, opium, and morphine, symbolically drugging them (the American people) into unconsciousness, and then just waltz in and snatch the slippers. In other words, the best way to subjugate the American people and boost the goods was to dull their senses by getting them hooked on drugs (Note: LSD was created the same year, 1939, by Dr. Albert Hoffman). The poppies/drugs worked on Dorothy, the Lion and Toto, our flesh-and-blood friends, but had no effect on the Scarecrow or the Tin Man, the artificial entities. The two of them cried out for help and Glenda, the Good Witch of the North, answered their prayers with a blanket of snow, aka cocaine, a stimulant nullifying the narcotic effect of the poppies/opium on Dorothy, the Lion and Toto. At this writing, aside from marijuana, the two most available drugs on the streets of America are heroin and cocaine in their various forms.

As they all scampered toward Emerald City, the city of green (Federal Reserve Notes, the new fiat "money," or "money by decree"), we heard the Munchkins singing on the glory of the Wizard's creation:

"You're out of the woods, You're out of the dark, You're out of the night, Step into the sun, step into the light, Keep straight ahead, for the most glorious place on the face of the Earth or the stars!"

The foregoing jingle abounds with Illuminist-Luciferian symbols and metaphors re: darkness and light.

The Wicked Witch of the West made her home in a round, medieval watchtower, ancient symbol of the Knights Templar of Freemasonry, who are given to practicing witchcraft and also credited as the originators of modern banking, circa 1099 A.D. The Wicked Witch of the West was also dressed in black, the color symbolizing the planet Saturn, sacred icon of the Knights Templar, and the color of choice of judges and priests for their robes. Who was the Wicked Witch of the West? Remember, in the first part of the film her counterpart was "Almira Gulch," who, according to Aunt Em, "owned half the county." Miss Gulch alleged that Dorothy's dog, Toto, had bitten her. She came to the farm with an "Order from the Sheriff" demanding that they surrender Toto to her custody. Aunt Em was not immediately cooperative, and answered Miss Gulch's allegations that Toto had bitten her with: "He's really gentle. With gentle people, that is."

Could "gentle" really mean "Gentile?" When Miss Gulch defied them to withhold Toto and "go against the law," dear old Aunt Em was relegated to "pushing the Party line" for Big

Brother. She dutifully succumbed to the pressure and counseled Dorothy reluctantly. [Does this sound like most American people?] "We can't go against the law, Dorothy. I'm afraid poor Toto will have to go." When Dorothy refused to surrender Toto, Miss Gulch lashed out, "If you don't hand over that dog, I'll bring a damned suit that'll take your whole farm!"

Today, 70% of all attorneys in the world reside in the West - America, to be exact, and 95% of all lawsuits in the world are filed under US jurisdiction. The Wicked Witch of the West and Miss Gulch, dear friends, represent judges and attorneys, *i.e.,* the American legal system (including the attorney-run US Congress). They are the executioners and primary henchman for transferring all wealth in America from the people over to the banks and the government. The Wicked Witch of the West wanted the silver slippers, the precious metals, and her counterpart, Miss Gulch, wanted to take Toto. What does the word "*toto*" mean... in "attorney language," *i.e.* Latin? *"Everything!"*

Dorothy and her three companions finally made their way to the Emerald City. They sought an audience before the Wizard, were taken inside and brought before the Wizard; a gigantic image speaking in a loud voice behind glass, similar to 'smoke and mirrors!' Dorothy and the gang fell for the Wizard's illusion, power and commands in the beginning. But it was little Toto who, by his instinct, pulled the curtain back to expose the fraud of the Wizard; a 'front-man' for the Wizard... an 'agent' for the FICTION... this Wizard the people feared. The Wizard, this gigantic image speaking in a loud voice behind glass, could very well symbolize, with the advent of television, the power of government speaking lies before the people via TV. 'Cause if the people saw it on TV, it must be true! And, of course, the people will believe their government... won't they? Remember the drugs?

But Dorothy and the others soon wised up and revealed the Wizard for what he was: a confidence man. Then, when asking the 'agent' (administrative agencies) about helping the Scarecrow/Straw-man, about "getting a brain," he gave the Straw-man a piece of paper and a diploma from a "university." The Wizard also cited "the land of *.E Pluribus Unum,"* which is Latin for 'one out of many,' i.e., converting the many into one New World Order, or *Novus Ordo Seclorum,* a Latin phrase placed on the American One Dollar Bill shortly after the bankruptcy. He also proudly revealed/confessed that he was: "Born and bred in the heart of the Western wilderness, an old Kansas man myself!" He gave the TIN man a 'ticker' (clock) to sound like a heart (but it was not!) and to the Lion, he gave a 'Medal' to signify that the Lion had courage. These all, of course, were mere trinkets in the Land of Oz – a fictional world of course!

The bankers did pretty well in Europe, but as the Wizard pointed out, they made a killing in the "Western wilderness," *i.e.* America, with the theft of American gold, labor, and property. Quoting John D. Rockefeller: "...grateful and responsive rural folk" who populated the country at that time.

When Dorothy asked Glenda, the Good Witch of the North (representing honesty, good-faith and Christianity), for help in getting back to Kansas, Glenda replied: "You don't need to be helped. You've always had the power to go back to Kansas."Just click your heels together three times (three days - Truth in Lending) and say, "There's no place like home!""

Translation: You've always had the right and power to reclaim your sovereignty, you just forgot or were never taught that you or the American people have such power. The Oregon Bill of Rights says the people have "all power!" Since the people are the true *sovereign power,* then it is only necessary to wake from the dumbed-down, drugged-like effect the 'Powers-that-Be' have over you and the American people as to that power and position, and then exercise it.

The actual reclaiming of your sovereignty, the remedy in today's *bankrupt commercial world*, is a process including a UCC-1 Form to the Secretary of State, and a Charge Back Invoice with Bill of Exchange to the Secretary of the Treasury U.S., wherein you can take commercial control of your Straw-man (with a T.I.N. number) and charge up your UCC Contract Trust Account so that you can discharge the debt(s) of your debtor.

Americans have intimate, firsthand knowledge of the heartless mechanics of the laws of commerce, religiously applied by the example of the unregistered foreign agents of the Internal Revenue Services. The IRS (accounting firm and collection agency for the private Federal Reserve Bank) was constituted under the UCC at its inception in 1954 and has been operating strictly in that realm ever since.

And, as a side note, how was the wicked Witch destroyed? By accident, a bucket of 'water' (the true substance of all things, good and healthy – simple water [H2O] destroyed the 'evil' just like the 'O' in Ozone destroys virus and bacteria (cancer) did the oxygen in the water destroy the evil Witch!

You may have wondered what the meaning is behind the words in the title "The Wizard of Oz." Look them up in a dictionary. Like almost everything else, it's right out there in the open for you to see if you will just look closely enough. One definition of "wizard" is: "a very clever or skillful person." "OZ" is an abbreviation of "onza," o-n-z-a, the Italian word for "ounce," or "ounces," the unit of measurement of gold, silver, and other precious metals. No matter how large the quantity of gold or silver being discussed, the amount is always expressed in ounces, e.*g.*, rather than "hundreds of tons" of gold, it's "so many million ounces" of gold. As attested by the factual history of this country, the "Wizard of Oz" was the Wizard of *Ounces*. And who took the gold that backed the America's money? Why the Bankers and the lawyers working for the foreign principals, the private federal reserve (constituting the 20 Class A Stockholders – being mostly private bankers!) all orchestrated and greased by *POLITICIANS* then and still today. Only because it is not the mindset of politicians today to correct the matter and put full and absolute power over the control, creation, minting and putting into circulation of "United States Money" backed by gold (substance/value!).

What everyone has to understand is that as things are today, the commercial system as in place is better for everyone... just as long as everyone understands the 'program!' Maybe "The Wizard of Oz" back then was the 'introduction to the program as to the monetary condition and changes in American.' It just appears that no one told (gave full disclosure) to the American people not only of the change, but how to operate in this new commercial world where all the real value was removed and all that was put in its place was *commercial paper!*

Everything worked out for Dorothy, i.e., the American people. In the end she "made it home." Meaning: there is remedy in law. It's there, it was just encoded and disguised and camouflaged. Fortunately, the code has been cracked, and there is a way home, just like in the movie. Like Dorothy said, "There's no place like home" and there isn't! *There's nothing like sovereignty for a sovereign people!* We have commercial remedy in the Redemption Process.

Will you continue to be conned by the confidence men and believe the Wizard's words coming out from that box of 'smoke and mirrors' called the TV, or will you wise up like Dorothy did and "look behind the scenes" to recognize the scheme? Will you rise above the occasion and obtain the knowledge to become a Secured Party Creditor, private banker and Sovereign to take your place among others who are above the government, instead of being that 'debtor-slave on the plantation' living your life in debt and servitude? It's your choice. Dorothy did it a long

time ago, to show the American people (and maybe the children) the way, how to do it and that it can be done.

"...Now go rent or buy the movie and see it again *for the first time* with your eyes wide open!"

For all intents and purposes, there are only debtors or creditors in America, no LAW, only the LAW of contracts and agreements and commercial paper.

"... Follow the yellow brick road... follow the yellow brick road..."

..... follow the money trail!

●●●

MATRIX
...The First Movie

Movie Review
by Jack Smith

FROM: ZION GROUP - RIGHT WAY l.a.w. [Jack Smith]

TO: ALL PERSONS STILL LODGED IN THE MATRIX!

SUBJECT: EMERGENCY! THE TIME IS NOW TO EXTRACT YOURSELF FROM THE MATRIX - YOUR SAVIOR HAS COME FOR YOU!

Care must be taken when describing and decoding the information for the uninformed that is coming from within the MATRIX by way of the Communication. The uninformed cannot be told about the MATRIX, they must experience it. The Communication rightly explains to them that "The MATRIX is the world pulled over your eyes to blind you from the truth. It makes you a slave. A prison for your mind." If you attempt to expose the uninformed to too much "light," you will blind them.

The Communication is the story of the Gospel of the Scripture, but it is set within the framework of a Greek-science-fiction-drama. The leading character is named Neo. He is played by Keanu Reeves. The word Neo in Greek means new. Neo is the new man or the new Adam come to save the people of ZION. But first, he must die and be resurrected by the Trinity. Once resurrected, he will save the world by taking people out of the MATRIX and into the land of ZION. The problem is that in the beginning, Neo does not know who he is or where he is. He first must be brought out of the land of the MATRIX and learn who he is. He is extracted by a team of Zionists led by their leader, Morpheus, who is played by Laurence Fishburne. The woman Trinity, played by Carrie-Anne Moss, is one the principal person from the Zion group that communicates with people in the MATRIX. Together, Morpheus represents God the Father; Trinity represents God the Holy Spirit (who breathes life back into Neo and brings the message to the MATRIX); and Neo represents God the Son. Their team of helpers is called the people of Zion. They consult the ORACLE, which represents the Holy Scripture. The ORACLE does not judge good from evil, but is a guide to show the path upon which the people of Zion must go. The people of Zion use a vessel named the NEBUCHADNEZZAR as a means of travel within the MATRIX.

Allied against the Zionists is the MATRIX. The MATRIX is the world which has deceived all the people therein to fall into a dreamlike sleep. In this condition, the people are warehoused in large storage facilities. The people are physically hooked up to the cells in this warehouse by tubes that both feed them and extract electrical and heat energy from them to run the machines of the world who have taken over control. The tubes also feed the people in the MATRIX

computer generated thoughts programmed into MATRIX computers. Therefore, life in the MATRIX is nothing more than an incredibly-complex computer program created by the MATRIX to conceal the real intent of raising and harvesting human beings to provide electrical energy to run the machines which control the MATRIX. These electronic thoughts fed to the people in the MATRIX create a substitute for real thinking and real thoughts and real experience. Instead, the people in the MATRIX only believe that they are alive and experiencing their lives. Their bodies never physically leave the cells in which they are kept. But to their minds, they appear to be living a normal existence with a job, personal relationships, hobbies, and the like. In the MATRIX, everyone is united as in "AI", artificial intelligence. Your world is a computer program that appears real to you.

There is a group that works for the MATRIX called the Agents. These Agents are not real people, but sentient computer programs which give the Agents supernatural powers. Their job is to locate and destroy people who have either physically disconnected from the MATRIX or who are within the MATRIX but are receiving unauthorized communications from people outside the MATRIX. The name of the leading Agent is SMITH, who represents SATAN, a totally evil entity out to destroy any living being who would attempt to physically leave the MATRIX.

All communications with people within the MATRIX are done through the MATRIX computers. The communication can be made by way of a phone connection (or modem connection) to the MATRIX computer which in turn communicates with the person in the MATRIX over the direct computer link to the person's mind. Once a person is physically removed from the MATRIX, that person never again physically goes into the MATRIX, but is mentally projected into the MATRIX computer.

Before Neo comes out of the MATRIX and learns who he is, Neo is captured by the Agents and taken to an interrogation. Agent Smith says: "O.K. Mr. Anderson. I see a man sitting before me who has two lives [one in the law forum of the MATRIX and one in the law forum of Zion]. Your first life is as a man named Thomas A. Anderson. In this life you have an SSN, you pay your taxes. You work as a computer programmer for a software development company.

Your second life is as a man named Neo. Neo has committed almost every computer crime in the book [in our law forum]. Only one of these lives has a future. Which life is that going to be?"

The leader of the resistance movement is named Morpheus. This, like Neo, is also a Greek name. You might not be familiar with this name. I wasn't. The name means "he who forms, or molds." Morpheus was the Greek god of dreams. The Encyclopedia Mythica says: "He lies on an ebony bed in a dim-lit cave. He appears to humans in their dreams in the shape of man. He is responsible for shaping dreams, or giving shape to the beings which inhabit dreams. Morpheus... Is mentioned as the son Hypnos, the god of sleep." Morpheus is the man who, with the help of others, extracts Neo from the Matrix and leads him to resolve who he is and how Neo can save the people from the Matrix.

The name MORPHEUS is also a computer game by Piranha Interactive Publishing, Inc. "Imagine a world where you died but your dreams lived on. The adventure begins with you as an explorer, separated from your party, aboard the ship Herculania [in the movie, the ship's name is the NEBUCHADNEZZAR]. You are looking to resolve the legacy of your father who has disappeared in the region 30 years earlier. You become despondent, certain of your impending death, drifting between strange and foreboding dreams." This game could well be a semi-outline for the movie MATRIX.

What led Neo to question his life in the MATRIX? At one time, Morpheus asks him: "You

don't like the idea of not being in control of your own life, do you?" And Neo answers in the affirmative. Neo's name is an anagram for the "ONE" or the savior. In a discussion with the Agent SMITH, Neo was told: "Once we started thinking for you, it [the MATRIX] became our [not your] world."

Neo asked what would happen if you die in the MATRIX. The answer is that you also die in the real world since the body cannot live without the mind. Neo also asked what would happen if one tries to take on the Agents in the MATRIX. The answer is: "They are all powerful in the MATRIX. You cannot take them on "in this [meaning the artificial world they created without rules] place." The only way to prevail is to run from them and get out of the MATRIX. That is because there are no rules [or law] in the MATRIX. The rules and the law in the MATRIX are whatever the MATRIX computer programs say that they are. The law is a fiction. The MATRIX is run on a public policy of containment of the living beings in the MATRIX. Nothing more and nothing less.

There are many symbols in the Communication. Neo, when mentally extracted from the MATRIX, is given the opportunity by the people of Zion to decide whether or not he wants to be physically extracted, also. He is warned that after being physically extracted, it will be very difficult to return to the MATRIX if he changes his mind. Neo is offered a blue pill to take if he wants to mentally go back into the MATRIX and be mentally sedated, never again to question the MATRIX. He is offered a red pill if he wants to physically come out. The red pill is symbolic of the blood of Christ sacrificed to set man free from the things of this world. The pills are also symbolic of the story of Alice in Wonderland and the song sung by Gracie Slick- "One pill makes you larger and one pill makes you small."

Neo first meets the Zionists at a meeting spot called the "Adam Street Bridge." This is symbolically where Thomas A. Anderson, the first Adam in sin, crosses over into the hands of the Zionists to become the makings of the second Adam. Thomas A. Anderson, when he was still within the MATRIX, was wakened by his alarm clock which read "9:18 A.M." The number 9 stands for the fruits of the spirit [or the coming of blessing or judgment], while 18 represents bondage [the condition Thomas A. Anderson was in].

Thomas A. Anderson lives in room number 101 in a hotel named "The Heart of the City" during his existence in the MATRIX. The "heart" is the metaphor for the physical life of the person or entity. It represents that Thomas A. Anderson was destined to be that life which is to come out of the MATRIX and give life to the people in the MATRIX. Room number "101" deals with the numbers 10 = Fullness of law and responsibility and teaching, and 1 = Unity, primacy. Thomas A. Anderson is the one that will apply the natural law to defeat the law of the MATRIX.

Trinity carries on her activities within the MATRIX out of room "303." Room number "303" deals with the numbers 30 = blood of Christ, and 3 = division, perfection, and completeness.

Neo's physical removal from the matrix is a birthing cycle in which the "cord" was cut, the birthing fluids were present, and the escape afterwards from the pod where the birthing took place was through a pool of water (a baptism) into a new life. There are several other washings [or baptisms] represented by the waters falling at the Adam Street Bridge, etc.

Look up the term "Matrix" in Black's 4th Law Dictionary. You may be amazed. It means: "In civil law, the protocol or first draft of a legal instrument, from which all copies must be taken." Does this refer to the fact that "all copies" or all people within the MATRIX must follow the "prime directive" of the MATRIX to work and slave for the MATRIX? The definition of

"Matrix Ecclesia" in Latin is: "A mother church. This term was anciently applied to a cathedral, in relation to the other churches in the same see, or to a parochial church, in relation to the chapels or minor churches attached to it or depending on it." The Communication is trying to tell you that the MATRIX [or the world] is a mother church preaching a religion. A religion based upon an illusion and false sense of being. Did you ever get the impression that life as we know it is backwards. That what we perceive as reality is the illusion and what we perceive as illusion is the reality? In the Communication, you get the picture from both sides of the mirror where the MATRIX is on the illusion side of the mirror and Zion is on the real side of the mirror.

The end of the Communication is nothing short of jubilant and heroic. Neo makes a "phone call" to the people of the MATRIX. He is feeding a direct communication into their mind by way of the computer hookup. Neo tells them, "There are no rules. You can do anything that you want to." The law is done away with in their law forum. Their Constitution is dead. (as long as you do not harm the life, liberty or property of another).

Neo invites them to join the Zionists. As proof that there is no law in their law forum, Neo flies away into the sky as a superman. [After all, if there is no law, there is no gravity in their law forum].

May the force of Zion be your calling.

IT'S TIME TO COME OUT OF THE DARK!

NOTE; It was suggested that the Second and Third Matrix Movie Reviews be *reduced* to only those 'points' deemed important in relation to the first movie review and therefore REDEMPTION, to better further your understanding and save a few pages. The 'message' within the 2nd and 3rd movie review is far too important for your understanding to be removed and must be read several times for you to understand the concepts as applied to your commercial Redemption so you too can 'see' the Matrix around you and also for you to make the choice to live in Zion (Freedomville so-to-speak... as a secured party creditor versus the government *municipal* corporation-Plantations!)

MATRIX - *RELOADED*

...The Second Movie

A MOVIE REVIEW
By Jack Smith

Think of a movie as though it were a parable.
A parable is a story which parallels real life issues. But it is told in such a manner that the average person will not understand the meaning of the story as it relates to real life. The story or parable itself discusses facts and answers the WHO, WHAT, WHERE and WHEN questions. The true meaning of the parable is in the answer to the WHY question that most people do not ask or answer.

This Article is addressed to the WHY people. If you are one of the WHAT people, take the blue pill and go back into your position in the Matrix.

Are you still in the Matrix or are you one of the people of Zion? If you answered that question by determining that you are out of the Matrix and you are one of the people of Zion, then you still might have a serious problem in understanding what your relationship is to the controllers of the Matrix. You are not as independent as you might think. This is the true value of the message being given in the movie *The Matrix 2*.

The Movie, *The Matrix 2*, introduces us to a much higher concept of liberty and responsibility, and especially the concept of being at war or at peace with the system. It answers the question of "Do you have a choice when you are out of the Matrix?" The answer is yes! But you might be surprised that the ability to have choice does not give you freedom and independence from the controllers of the Matrix.

In the Movie *The Matrix 2*, we are introduced to the people who live in a city called Zion. The first movie did not describe Zion at all. It only dealt with several people from Zion that were aboard the vessel the Nebuchadnezzar. Zion is a city deep in the core of the earth away from the Matrix. It is inhabited by people who have been physically removed from the Matrix. The Matrix warehouses the remaining 99% of the humans in a condition similar to a coma in which the humans are fed nutrients and the illusion of a normal life by machines run by computers. The Matrix harvests the bodily heat and chemical energy from the human bodies to power the machine world. When a physical body dies in the Matrix, it is removed from the Matrix by the machines and ground up and fed to the remaining inhabitants as a food source.

The underground city of Zion appears to be a mirror of the Matrix. Whereas in the Matrix, the machines appear to control the humans therein living off of their energy, in the City of Zion, the people control the machines which serve them and keep them alive. The Matrix appears to be on the surface of the earth where humans ordinarily live and survive. The City of Zion is deep in the earth as though it were a burial ground for the dead. The people on the surface living in the Matrix are, for all intents and purposes, dead (or living in a dream or a coma), but mentally have perceived themselves to be very much alive by their mental stimulation through the Matrix's computers. The people in Zion are buried deep in the earth (where ordinarily the corpses are

buried, but they are mentally awake and very much physically at liberty from the physical and mental constraints of the Matrix's computers and warehouses).

There are several interesting issues that are raised with the Movie *The Matrix 2*. The first movie was mostly about Neo, personally. It was about waking him up from his naivety and the placing of him into a position in which he could be aware of, and deal with, larger issues than his own condition and future.

Since the Movie is only a parable to teach us, the first movie also was about waking us up to the reality of the world. Now, in the second movie, we are ready for larger issues. This is what we are getting.

There are three major conversations in the Movie *The Matrix Two* which serve to introduce us to the more important aspects of our relationship as people who have come out of the Matrix to the issue of the Matrix still being there as a "neighbor." What should be our relationship? Should we fight the Matrix? Should we destroy the Matrix? Should we be at peace with it?

In the first movie, Neo was extracted from the Matrix. Who accomplished this extraction? Was it Neo himself? Was it Morpheus? Was it Trinity? No! Neo was offered a blue pill or a red pill. The blue pill represents admiralty. If Neo took the blue pill, he would be put back into a condition of delusion to conform to the public policies and would have no interest in learning any of the private conditions of reality. If Neo took the red pill, it would be "the blood of the Messiah" and Neo would be aware of the private things in the world (as opposed to this world) and would become a servant to help others learn the truth.

The red pill, Neo was told by the members of Zion, was a locator program. The purpose of Neo swallowing the red pill was to be a transponder or beacon so that his physical body could be located in the store house of the Matrix. It was a machine in the Matrix that was responsible for extracting Neo from the Matrix. It wasn't Neo, Morpheus, Trinity, or any other human who got Neo out of the Matrix. Since it was a machine who extracted him, why would the Matrix extract him if it wasn't a policy of the Matrix to let anyone out that wanted to be let out? The answer is simple. The Matrix only survives because adhesion to the Matrix is voluntary. Is it not possible to unvolunteer from the "Matrix" of this world by expatriating the physical membership? Will the governments of this world (the Matrix) not let one expatriate voluntarily if one does so in a proper manner? The answer is yes. Likewise, the red pill can be viewed as a form of expatriation request.

It appears that Neo's separation from the Matrix in a physical fashion in the first movie was not a guarantee of the fact that Neo's future would not be influenced in some manner by the Matrix. And, in fact, in the Movie *The Matrix 2*, there is a significant interplay between the Matrix and Neo's lives and also with those of his friends in Zion. The second movie deals with the issues of the interaction between Zion and the Matrix.

Neo has a discussion with the Oracle that enlightens us as to the reason why the people of Zion and the Matrix are linked together. The following conversation takes place between Neo and the **O**racle. Interspersed in this conversation, I will add some comments in parenthesis.

O: Well. Come on. I'm not going to bite you. Come around here and let me have a look at you. My goodness. Look at you. You turned out all right, didn't you? How do you feel? You are not sleeping. We will get to that. Why don't you come and have a sit.

[An invitation to sit is a form of a commercial process called a draft. The Oracle was the drawer of the draft. As such, the drawer is the debtor. The drawee, in this case Neo,

is the creditor. If the drawee does not fulfill the draft request, a dishonor occurs and the drawee becomes the debtor. You do not want to be the debtor by dishonoring the draft.]

N: Maybe I will stand. [A dishonor]

O: Suit yourself. [Acceptance of Neo's dishonor without going to war.]

[Neo sits down voluntarily.]

N: I felt like sitting. [Now Neo is in honor, so the conversation continues.]

O: I know. So, let's get the obvious stuff out of the way.

N: You're not human. Are you?

O: It's tough to get any more obvious than that.

N: If I had to guess, I would say you are a program from the machine world. So is he.

[Referring to the Oracle's body guard.]

O: So far so good.

N: But if that is true, it can mean that you are a part of the system. Another kind of control.

O: Keep going.

N: I suppose the most obvious question is: How can I trust you?

O: Bingo! It is a riddle. No doubt about it. The bad news is there is no way that you can really know if I am here to help you or not. ***So it is really up to you!*** Just have to make up your own damn mind to either accept what I am going to tell you or reject it.

[Isn't this the real issue with the people of Zion today in their relationship to the Matrix. The issue is: How can we trust the judge or the law enforcement officer, or the lawyer, or the prosecutor, etc., if they are in the public system?]

[The Oracle reaches into her purse to get some candy.]

Candy?

N: Do you already know if I am going to take it?

O: I wouldn't be much of an Oracle if I didn't.

N: But if you already know, how can I make the choice?

O: Because you didn't come here to make the choice. You already made it. You're here to try to understand why you made the choice. I thought you would have figured that out by now.

[Notice how the issue is going from "what" questions to "why" questions!]

N: Why are you here?

O: Same reason. I love candy! [Joke]

N: Why help us?

O: We're all here to do what we are all here to do. I'm interested in one thing Neo. The future. And believe me, I know **the only way to get there is together**.

[There is a parable in the New Testament. It talks about a field (which is this world) where an enemy came one night and sowed weeds in the wheat filed. The wheat is the Zion people and the weeds are the people of the Matrix. The servants asked the master whether the servants should pull out the weeds when they started growing. The master told the servants to allow the weeds and the wheat to grow together because the wheat would be destroyed by the pulling up of the weeds. This is what Neo is being told here. The people of the Matrix and the people of Zion must exist side by side for a period of time, lest the warfare between both cause both parties annihilation.]

N: Are there other programs like you?

O: Well, not like me, but look - see those birds? At some point a program was written to govern them. A program was written to watch over the trees, the wind, sunrise, and sunset. There are programs running all over the place. Ones doing their job. Doing what they were meant to do. They are invisible. You'd never even know they were here. But the other ones, well. You hear about them all the time.

N: I've never heard of them.

O: Of course you have. Every time you heard someone say: "I've seen a ghost or an angel." Every story you have ever heard about vampires, werewolves, or aliens is the system assimilating some program that is doing something that they are not supposed to be doing.

N: Programs hacking programs. Why? [Again a "why" question.]

O: They have their reasons, but usually a program chooses exile when it faces deletion.

N: Why would a program be deleted?

O: Maybe it breaks down. Maybe a better program is created to replace it. It happens all the time. And when it does, a program can either choose to hide here or return to the source.

N: The machine mainframe!

O: Yes. Where the path of the One ends. You have seen it in your dreams, haven't you? The door made of light. What happens when you go through the door?

N: I see Trinity and something happens. Something bad. She starts to fall. And then I wake up.

O: Do you see her die?

N: No.

O: You have the sight now. You are looking at the world without time.

[Time is a commercial entity. When there is no commerce involved, time is irrelevant. In the Tom Hanks movie *Cast Away*, when Tom Hanks was on the Island, time was irrelevant. There were no commercial contracts or terms to implement in which time was a factor. Time in the Garden of Eden was also irrelevant.]

N: Then why can't I see what happens?

O: We cannot see past the choices we do not understand. [Because we have not yet thought it into existence.]

N: Are you saying that I have to choose whether Trinity lives or dies?

O: No. You have already made the choice. Now you have to understand it.

N: No. I can't do that. I won't! [This is a war or a dishonor which leads to losing control over the situation.]

O: You will have to.

N: Why?

O: Because you are the One. [You are the creditor and must face it.]

N: What if I can't? What happens if I fail?

O: Then Zion will fall. Our time is up. Listen to me, Neo. You can save Zion if you reach the source, but to do that you will need the Key Maker.

N: The Key Maker?

O: Yes. He disappeared some time ago. We do not know what happened to him. Now he is being held prisoner by a very dangerous program. One of the oldest of us. He is called the MEROVINGIAN. He will not let him go willingly.

[The character called the Merovingian is an important character in history. He is the original sovereign line of kings of Northwest Europe from about 500 to 850 AD. This line of kings saved the Pope in Italy, thus becoming his master before the Pope made or broke other would-be kings, and the Merovingian successors today are part of those who believe they are the keepers of the Holy Grail, and the secret leaders of the world society. Do a search on this name on the Internet.]

N: What does he want?

O: What do all men with power want? More power. Be there at that exact time and you will have a chance.

N: I must go.

O: Seems like every time we meet, I have nothing but bad news. I'm sorry about that. I surely am. But for what it is worth, you have made a believer out of me. Good luck Kiddo.

This conversation was incredible. It is the first of three conversations that link the fact that the people of Zion, or those who would free themselves from the boundaries of the physical matrix, are not at liberty to: 1) Make war against the Matrix and its leaders or people, or 2) Operate independently from the leaders and people of the Matrix. In today's world, this is equivalent to saying: 1) Do not fight the world government system to destroy it. 2) Do not make war against the courts, the judges, the prosecutors, the law enforcement, and the United Nations or the Federal Reserve. That system (the Matrix) is linked to you and your survival.

The second conversation was even more interesting. It involved a discussion between Neo, Morpheus, Trinity and the man called Merovingian. In the movie plot, in the attempt by Morpheus, Trinity, and Neo to "bring down the Matrix" by destroying the mainframe computer terminal, the location of that mainframe and the ability to get to it was why it was important to learn the location of the Key Maker. He had the information they sought.

MORPHEUS: We are here to speak to Merovingian.

MAITRES DE: Of Course, he has been expecting you. Follow me.

MER: Ahah! Here he is at last. Neo! It is the One himself. And the legendary Morpheus, and Trinity of course. I have heard so much, you honor me. Please. This is my wife, Persephone. Something to eat? Drink? Have you seen so many contrivances as we have here? Please, for the sake of appearances.

N: No, thank you.

MER: Yes, of course.

N: We don't have time.

MER: Yes, of course. Who has time? But then if we do not ever take time, how can we have time? [Time is a commercial function of the Matrix. If you take time, you are the creditor. If you do not take time, you have dishonored it and you are its debtor]
Magnificent French Wine. I love French wine. Of all the languages, French is my favorite language. Especially to curse..... It is like wiping your ass with silk. I love it.
You know <u>why</u> we are here? I am a trafficker in information. I know everything I can.
The question is, do you know <u>why</u> you are here?

MOR: We are looking for the Key Maker.

MER: Oh, yes. This is true. The Key Maker, of course. But this is not a reason. This is not a why. The Key Maker himself is an answer by his very nature to a means and not an end, and so to be looking for him is to be looking for a means to do? What?

N: You know the answer to that question.

MER: But do you?

You think you do, but you do not. You are here because you were sent here. You were told to come here, and then you obeyed. It is, of course, the way of all things. You see there is only one constant. One universal. It is the only reality .... Causality. Action-reaction. **Cause and effect**.

MOR: Everything begins with choice.

MER: No. Wrong. **Choice** is an illusion created between those with power and those without.

Look there. Look at that woman. [Referring to a woman at another table in the restaurant] My God, just look at her. Affecting everyone around her. So obvious, so bourgeois, so quiet. But you see, I have sent her a dessert. A very special dessert. I wrote it [the program for the dessert - since we are in the digital matrix] myself. It starts so simply. [The woman takes a bite out of the dessert, reflecting on its flavor.] Each line of the program paints a new fate. Just like poetry. Fast. A rush. Heat. A heart flutters. You can see it now, yes? She does not understand why. Is it the wine? No. What is it? What is the reason? Soon it does not matter. Soon the wine and the reason are gone. And all that matters is the feeling itself. This is the nature of the universe. [The desert program contained a substance that would, over time, cause her to leave the table and go to the women's room with a physical uneasiness to resolve.] We struggle against it. We fight to keep from dying. Of course we pretend to be alive. Beneath a poised appearance, the truth is really our complete case out of control.

Causality. There is no escape from it. We are forever slaves to it. Our only hope, our only peace is to understand it. [That is the "why."] To understand the why. Why is what separates us from them. You from me. Why is the only real source of power. Without it you are powerless. And this is how you come to me. Without the WHY, without [any] power. Another link in the chain. But fear not. Since I have seen how good you are at following orders. I will tell you what to do next. Run back and give the Fortune Teller this message. Her time is over.

Now, I have some real business to attend to. [The Merovingian desires to follow the pretty lady to the women's rest room.] Adieu and good bye.

N: This isn't over. [Nonacceptance of a draft order = dishonor.]

MER: Oh, yes it is. The Key Maker is mine and I see no reason why I should give him up. No reason at all. [There was no cross-commercial consideration to the Merovingian from Neo to make a commercial agreement attractive to the Merovingian.]

PER: Where are you going?

MER: Please, my wife, I have told you. We are all victims of causality. I drink too much wine. I must take a piss. Cause and effect. [Merovingian leaves. His body guards move to escort Trinity out.]

TRI: Touch me and that hand will never touch anything again.

[Trinity, Morpheus, Neo leave. They get on an elevator to go to the bottom floor of the building.]

N: Well, that didn't go so well.

MOR: Are you sure the Oracle didn't say anything else?

N: Yes.
TRI: Are you sure we didn't do something wrong?
N: Or didn't do something.
MOR: No. What happened- happened and couldn't have happened in any other way.
N: How do you know?
MOR: We are still alive. [Morpheus understands honor and acceptance.]
[The Elevator door opens on another floor as the trio is going down to reveal Persephone. She intercedes and promises to deliver what they want.]

Twice now, Neo has been told by entities in the Matrix that the answer to the question WHY is the only important issue that he needs to deal with. The Oracle told him that the WHAT has already been decided in his life. The Oracle told him if he does not understand the why, he will not be able to "see" beyond the WHAT issue that he does not know the WHY about. Now Merovingian also tells them that without knowing WHY events occur, there is no hope to be in CONTROL. But being in CONTROL means that commercially you are a creditor. So not knowing WHY makes one a debtor in commercial affairs. As a debtor, one cannot be in control and cannot "win" (if that is what one is hoping to achieve in terms of a commercial or military (democracy) victory).

Neo, Morpheus, and Trinity wrongly thought that the issue was "choice." Doesn't Babylon tell us that we should be fighting for "women's choice" or rights? The Merovingian rightly told Neo that CHOICE is an act of a debtor in reacting to the possible consequences of being the debtor. It is an illusion. A person with a mortgage on his house has a choice. He can either pay his monthly mortgage payment to the bank or he can choose not to pay the monthly mortgage payment. He will also be subject to the duties or obligations that that choice he makes saddles him with. The issue is never in achieving the ability to make a CHOICE in life. The issue is being in CONTROL of one's options as a creditor of the commercial agreements so that one's duties are established by one's own desire to voluntarily serve your fellow man instead of being a slave to your fellow man.

Neo finally gets the information from the Key Maker so that he can reach the main frame computer to shut it down and save this world. When he arrives at the room outside the main frame shut off switch, he meets another character in the Matrix called the Architect. The third quotation from the second Movie follows between the Architect and Neo. It is the most revealing of all the discussions.

A: Hello, Neo.
N: Who are you?
A: I am the Architect. I created the Matrix. I've been waiting for you. You have many questions. And though the process has altered your consciousness, you remain irrevocably human. Ergo- some of my answers you will understand and some you will not.
Accordingly, while your first question may be the most pertinent, it is also the most irrelevant.
N: Why am I here? [Notice how Neo has learned to ask the important WHY questions now.]
A: Your life is the sum of a remainder of an unbalanced equation inherent in the programming of the Matrix.

You are the eventuality of an anomaly, which in spite of my sincerest efforts, I have been unable to eliminate from what is otherwise a harmony of mathematical precision. While it remains a burden assiduously avoided, it is not unexpected, and thus not beyond a measure of control, which has led you inexorably here.

[The Matrix, like any military de facto government predicated on some continuous warfare, needs to have a protagonist and an antagonist to survive. i.e., - there needs to be enemies in the Matrix system. And Neo was one of the "enemies" set up in the system, along with the other inhabitants of Zion, to structure the system to make it possible to have continuous warfare so the system works in its de facto capacity. His rebellion is a programming "anomaly." In other words, it does not appear to be the norm established for the bulk of the system. But his rebellion is not outside the ultimate control of the Matrix master programming. Why this is necessary to the de facto structure of the current Matrix design, it seems to escape the master designer as to why a de jure system would not suffice. Notice, also, that the Architect uses sophisticated Greek style rhetoric to attempt to confuse Neo and intimidate him so that the Architect will not have to answer Neo's question.]

N: You have not answered my question!

A: Quite right. Interesting. That was quicker than the others.

N: Others? How many?

A: The Matrix is older than you know. I prefer counting from the emergence of one integral anomaly [one rebellion in history] to the emergence of the next, in which case this is the sixth version.

N: Two possible explanations. Why has no one told me? Or no one knows?

A: Precisely.

As you are undoubtedly gathering, the anomaly is systemic. Creating fluctuations in even the most simplistic equations.

[The Architect is telling Neo that the fact that there is a Matrix world with people locked into permanent slavery and warehoused in the Matrix and a world with people of Zion in a sense of freedom living below the land is planned or "systemic." They exist together in a form of an uneasy harmony.]

N: Choice. The problem is choice. [Again Neo has not learned that CHOICE does not hold the answer. You are either a creditor by CAUSE/EFFECT or else you are a debtor.]

A: The first Matrix I designed was quite naturally perfect. [Garden of Eden?] It was a work of art. Flawless. Sublime. In triumph equaled only by its monumental failure.

The inevitability of its doom is apparent to me now as a consequence of its imperfection inherent in every human being. [The desire to be in control of one's life for gain or commerce instead of for service. This creates an ongoing warfare that brings the fall of government from a republic to a democracy - a military controlled warfare.] And so I redesigned it based on your history, to more accurately reflect the vary and grotesqueries of your nature. However, I was again frustrated by failure.

I have since come to understand that the answer eluded me because it required a lesser mind, or perhaps a mindless bound by the parameters of perfection. [A mind that does not assume good in men, but rather assumes evil in men. A mind that does not look for peace, but one that looks for continual warfare.]

Then the answer was stumbled upon by another, an intuitive program, initially created to investigate certain aspects of the human psyche. If I am the father of the Matrix, she would undoubtedly be its mother.

N: The Oracle!

A: Please. As I was saying, she stumbled upon a solution whereby nearly ninety-nine per cent of all subjects accepted the program [CONTROL] as long as they were given a choice. Even if they were only aware of the choice at an unconscious level. [i.e.- an opportunity to presume they could elect or vote or choose in an action.]
While this answer functioned, it was obviously fundamentally flawed [what about the 1% of the subjects who did not receive the programming], thus creating the otherwise contradictory systemic anomaly, that if left unchecked might threaten the system itself. Ergo- Those that refused the program [apparent CONTROL], while a minority, if unchecked, would constitute an escalating probability of disaster [a rebellion that would destroy the ultimate control of the Matrix by the machines.].

N: This is about Zion!

A: You are here because Zion is about to be destroyed. [Zion is the people who have come out of the Matrix, but they have not left commerce. They still are not about service. They just want to be in control of their own lives for personal gain and profit. They call this control- CHOICE. But CHOICE is not control because they have not gotten back to the natural law that says that if one chooses to fight his brother, he cannot live in freedom and liberty.] It's [Zion's] every living inhabitant terminated, its entire existence eradicated.

N: Bull shit! [Non-acceptance of the information presented to Neo by draft from the Architect. This is another dishonor.]

A: Denial is the most predictable of all human responses. But rest assured, this will be the sixth time we have destroyed it. And we have become exceedingly efficient at it.
[Note: In the book of Daniel, there is a discussion about a dream that Nebuchadnezzar is having involving a Beast. The Beast represents empires established on earth. In one of the dreams, there were six worldly empires represented. Some that were, some that are, and some that will be. Since these empires are time dependent, they are commercial empires. The six empires represent: Egypt, Assyria, Babylon, the Medes and Persians, Greece, and Rome. Each new empire was established and overthrown in history in order to perfect commerce. Each succeeding empire became more efficient in its quest for commercial profits, earnings, taxation, and control. Slaves overthrew masters, not to serve their brothers, but to themselves become the new masters. It was all about getting more of the "choices" for themselves. Never about serving their brothers.]

A: The function of the One is now to return to the Source allowing a temporary dissemination of the code you carry, reinserting the prime program. [i.e.., we will restart the Matrix with a new history and use your DNA to perfect a more perfect, or a more intelligent and masterful, gene pool for the slaves. After all, better slaves create better profits. It is all about competition when you are in commerce.] After which, you will be required to select from the Matrix 23 individuals, 16 females and seven males, to rebuild Zion. [Note: 23 is the number of death. So the new Zion will be built again upon the premise of dead people and not living people. Seven is masculine perfection. 15 is rest. The new people will restart a new Zion - or a new nemesis for

the new Matrix. See the programmers of the Matrix need to restart an "enemy" for their system to work to maintain continuous warfare.]

Failure to comply with the process will result in a cataclysmic system crash killing everyone connected to the Matrix, which coupled with the extermination of Zion, will ultimately result in the extinction of the entire human race.

N: You won't let it happen! You can't. You need human beings to survive. [Again, Neo is fighting the system as though there is a choice that will save the day. This dishonor only shows that Neo still does not understand the WHY.]

A: There are levels of survival we are prepared to accept.
However, the relevant issue is whether or not you are ready to accept responsibility for the death of every human being in this world. [Note how Neo is the creditor with the capacity to maintain or destroy the whole world. This power does not rest in the hands of those who control the Matrix. They are honorable.]
'Tis interesting in reading your reactions. [Seeing the expression on Neo's face.]
Your five predecessors were, by design, based on a similar predication a contingent affirmation that was meant to create a profound attachment to the rest of your species, facilitating the function of the One. While the others experienced this in a very general way, your experience is far more specific. Vis-a-vis, love.

[Love is an emotion that, when properly invoked, results in serving mankind and not in commercial actions that are warlike and killing your brother such as Cain's actions in Genesis 4. So the Architect is noting that Neo's "rebellion" or "protest" is significantly oriented on a different plane than the rebellion or protest of the previous six empires. This is an omen of things to come in possibly resolving the "war" in the third Matrix movie.]

N: Trinity?

A: Apropos. She entered the Matrix to save your life at the cost of her own.

[Neo had gotten Trinity to promise not to enter the Matrix. It was too dangerous for her according to a dream where Neo had prophesied the possible death of Trinity, if she entered the Matrix. Trinity chose to enter the Matrix when she had knowledge that Neo's and Morpheus' lives were in danger.]

N: No!

A: Which brings me at last to the moment of truth where the fundamental flaw is ultimately expressed, and the anomaly revealed as both beginning and end. [The 1% who appear not to be in control by the Matrix are really in control of the Matrix and carry out the process of killing the old system to restart the new system. As the WHO sang: "Out with the old boss. In with the new. Same as the old boss." The Zion people are given only CHOICE. And this CHOICE does not give them the capacity to do anything which would ultimately destroy the Matrix.]

There are two doors. The door to your right [private world] leads to the source and the salvation of Zion [where the Matrix main frame computer can be shut down]. The door to your left [public world] leads back to the Matrix, to her [Trinity], and to the end of your specie [where Zion will be defeated by the machines]. As you adequately put it, the problem is choice.

But we already know what you are going to do, don't we?

Already I can see the chain of reaction, the chemical precursors that signal the onset of an emotion designed specifically to overwhelm logic and reason. An emotion that

is already blinding you from the simple and obvious truth. She is going to die. [But the Architect has already admitted he is fallible. He has been wrong in the past.] And there is nothing you can do to stop it. Hope? It is the quintessential human delusion: simultaneously the source of your greatest strength and your greatest weakness.

N: If I live, you should hope that we will not meet again.

A: We won't.

[Neo leaves by the left door back into the Matrix to attempt to save Trinity from her certain death.]

Neo has no other choice but to go back into the Matrix through the left door, or the door that represents the "public" interest. A remedy in the private world, without a corresponding remedy to witness it in the public world, is not a closed remedy at all. Neo was forced to leave by the public door to resolve that problem by private capacity. If Neo would have first shut down the computer by going into the private right door, he would have lost Trinity, his love, forever. It takes a double witness to resolve all "charges" or claims. Merely resolving the charge or claim on the private side without a public witness is not a victory. It takes 2 or more witnesses to prove a thing. One witness is on the public side. One witness is on the private side. Patriots that try to resolve an issue by private administrative procedure, without getting a public witness to the same thing, have not closed the accounts.

Since everything is backwards in the public world, Hollywood is the true church today telling us the truth [backwards]. Their movies are the "sermons" being taught for all to hear and see, if they have awoken up from the Matrix. *The Matrix 2* is telling us that we need to learn the WHY, and we must not destroy the Matrix until its time. The "programs" [officials in this world government] are there to tell us the truth and help us in our freedom and survival. If we go to war against them, we just might not survive. Isn't the One World Government today tracking "terrorists?" Aren't terrorists another name for those who fight the leaders of the Matrix?

Go in peace my brothers!

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MOVIE REVIEW
The Third Movie of the Trilogy
MATRIX - REVOLUTIONS

By Jack Smith

Note: words in [ ] are those of Robert Kelly/The American's Bulletin

The movie series on the Matrix is a backward history of the United States and a history of true Israel (not the de facto democracy in the Middle East). *Matrix- Revolution* ends with the proposed Constitution of the United States of America in 1787. *Matrix-* the first movie, begins in present times. The story is a cycle of history repeated over and over again by a people who do not get it right.

All communication is based upon symbolism. Every war is won by communication. If you are not enjoying the war (everyday life in a democracy), you are not understanding or getting the code and are not receiving the true message sent in everyday communications by code.

There is a war going on out there. There has always been a war going on out there. The object of war is to restore honor to commercial dealings between foreign entities so there can be a lasting peace. But where there is no honor, there can be no peace.

The Matrix

In the Movie the *Matrix 1*, Neo learned that there was a secret war going on between the Machine world of the Matrix and a number of people who called themselves Zion who believed themselves to be separate and apart from the Machine world of the Matrix. The Matrix was a system that warehoused living beings in a coma like state. It harvested their thermal, chemical, and biological energy to supply power to run the Machine world. The living beings in the Matrix were fed neurological impulses to their brains that gave these beings the simulation of a normal life of a living man. By these computer generated memories, these living beings perceived themselves to exist in a life involving family, neighborhoods, nations, work environments, and personal relationships. At no time did the living beings in the "coma like state" have a clue that they were not leading a "real" life of choice. The people of Zion, however, believed that they had been disconnected from the Matrix. They dwelled in a city called Zion buried deep in the core of the earth to protect the inhabitants from the attacks of the Machine world of the Matrix. These people of Zion believed that they were free of the control of the Matrix, while understanding that they were at war with the machines from that world.

There were a few people of Zion that sprung Neo from the control of the Matrix in the first movie. They believed that Neo might be a living being who would have extraordinary powers to bring freedom and peace to the people of Zion, and to those souls in the Matrix still trapped by the machines.

Matrix Reloaded

In the second movie the *Matrix- Reloaded*, Neo learns that the fate of the people of Zion is not independent of the persons in the Matrix or the Machine world that controls the Matrix. To the contrary, Neo learns that the controllers of the Matrix have dealt with previous rebellions by people who had separated themselves from the Matrix (like the people of Zion) and had attempted to defeat the Matrix. The current attempt by Neo and the people of Zion to defeat the machines from the Matrix is chronicled as the 6th rebellion against the Matrix. All previous rebellions had resulted in defeat and annihilation of the people outside the Matrix by the machines from the Matrix. After defeat, the Matrix restarts the outside world, or the so called enemies of the Matrix. The people of Zion are controlled by the controllers of the Matrix and allowed only so much latitude at freedom before they are reigned in. At the end of the second movie, the Machines of the Matrix are starting an attack on the people of Zion by burrowing with tunneling machines into the core of the earth to reach the city of Zion with the intent of destroying the people of Zion. The people of Zion are attempting to prepare defenses against the impending machine attack.

Into this plot of warfare between the people of Zion and the machines of the Matrix is tossed a man named Neo. Some believe that Neo is a special soul that might possess the capacity to resolve the conflict between the Machine world and mankind by bringing peace. Those who held this belief were a select minority and included Morpheus (from the people of Zion) and an important computer program named the Oracle from the Machine world of the Matrix. In *Matrix- Reloaded*, two important entities from the Matrix, the Architect and the Oracle, had informed Neo that the people of Zion and the Matrix were a symbiotic society where one entity could not exist without the other at the present time. Their futures were indelibly intertwined with each other. They would either go into the future together or there would be no future.

Symbolism in Communication

All Hollywood movies are parables. They describe the current reality in this world and code it in terms of mythical persons, places, events, and things. In Scripture, the Messiah also taught about His kingdom- *the* World (in contradistinction to *this* World) in terms of parables. Once the Messiah was asked why He taught in parables. His response was so that the common man would not know what He was teaching. Only the elect would understand (or the special few). Hollywood movies are parables which teach the truth and reality in such a way that the common man will not understand the lessons and the information that is being given. By understanding the Scripture, or the Hollywood movies, you will understand what is going on in the law of *this* World, and will begin to understand your remedy to get free of the slavery and tyranny that you have entrapped yourself into.

But in the Scripture, the Messiah went on to say that the elect will understand the meaning of the parables because, for them, they will understand the code and will understand the meaning of the communication and lesson being taught.

I humbly beseech you, brethren, those of you who have eyes to see, ears to hear, and are members of the elect, to listen up. **The story of the parable in the three Matrix movies is a plan of salvation and redemption from the ravages of the Matrix wars (or how to resolve your personal problems in this world).**

In every parable it is first reasonable to understand who the characters represent. It is also necessary to understand how the characters actions have created a cause/effect relationship to the events of the story.

As to relationships, the Matrix is *this* world (or an artificial world in contradistinction to *the* world which is real and a creation of nature and nature's God. The artificial world is de facto or colorable, while the real world is de jure or black and white). The Matrix is the system of "Babylonian" government, commerce, politics, and military that operates in the background and superimposes itself over the living people to control the energy given off by the living people, presumably for the personal benefit of the powers behind the "Babylonian" government. The system operates off the commercial energy of the living people who are harnessed by way of alter ego corporations, called Straw-men. These Straw-men are created by the Babylonian government upon the birth of each living soul and named after the living soul. The only distinction is that the living soul's name is spelled according to the proper English rules in upper and lower case letters. The Straw-men corporation names are spelled in all capital letters, like other artificial and dead things. All commercial enterprise by living souls are performed through their corporate entities, or Straw-men, as front-men. Since the government has the highest legal title to these Straw-men, all commercial activity is presumed to be controlled by Babylon and hence taxed to Babylon. It is by this mechanism that the "Babylonian" system draws out the commercial energy of every living soul. Therefore, the people tied up in the Matrix are representative of the Straw-men, who politically are known as Fourteenth Amendment persons - or fictions - created by government to replace living souls in the government political body.

In a proper world, or *the* world, mankind or living people are in control. This fundamental law is based upon the laws of nature or the law of the land. In *this* world, the foundational basis for who is in control is the law of the sea or admiralty. It is a system constructed of "trusts," instead of principals, who are acting in their own self interest. A nation in *the* world whose laws are based upon the law of the land can be ruled as a republic. A nation in *this* world whose laws are based upon the law of the sea is usually ruled as a democracy (demon-ocracy).

The story in the Matrix trilogy deals with a system which progresses from a democracy to a republic. This is a mirror image to the history of the United States which has progressed from a republic in 1787 to a democracy in 2003 when this movie came out. A democracy is also a nation which is led by the military under emergency rules, behind a front of civilian rule, to confuse the populace as to the true nature of what is happening. In a democracy, the rights and needs of the individual must be subjugated to the needs and wants of the whole. There is no individual liberty, per se. The military, political, commercial system is operated under the admiralty/maritime rules of "contribution" and the presumption of joint tort-feasors.

In the Matrix trilogy, the lives of the people are not paramount. They have been warehoused in facilities where liberty, freedom, and independent action are nonexistent for the average inhabitant who does not even understand that his life is an illusion; that **he is programmed to feed the war machine**. At the same time, the average inhabitant is mentally deluded into believing his whole life is one of a normal free and independent inhabitant of a modern society, exercising free will. This is done by instilling mental unawareness into the being or else controlled rebellion into others. In modern society, it is done chemically by drugs (or alcohol), or it is done commercially by withdrawing the desire or means of successful fulfillment (exporting productive jobs from the society), or it is done politically by providing controlled candidates which offer no change in the makeup of the system, or it is done psychologically by instilling cognitive dissonance into the population. In short, the tools of modern society are used

to enslave living souls (death), as opposed to providing life and providing it more abundantly. [Have you been deceived into feeding the war machine?]

Occasionally one inhabitant of the Matrix breaks free of his programming and sees a larger picture. These people are the ones who "take the red pill" and are presumably physically independent of the social programming of the Matrix. These people have collected together in a society called the People of Zion. Today, in the present world, we might call these people "Patriots."

Symbolism in the Matrix Trilogy

It is not a coincidence that Zion is the name of a mountain in the Old Testament of Scripture representing the Children of Israel. The Children of Israel gathered to become a nation and receive their law from the Creator when the Children of Israel were led out of slavery in Egypt. So, the Matrix is a metaphor for "Egyptian slavery." The People of Zion in the movie were a metaphor for ex-slaves led to their freedom by the Creator to create and start a Republic nation of their own. A republic is a form of government, based upon liberty and freedom, which requires knowledge and wisdom of the inhabitants to self-rule under concepts of honor and responsibility. This is in direct opposition to rule by the dictates of a commercial/military/industrial complex, based upon policies and police regulations, which assume inhabitants are incapable of treating one another with honor and respect without supervision and discipline.

It is also not a coincidence that the symbols used in the Matrix parable are mirror images, or backwards to reality in meaning and time. The People of Zion, who are supposed to be alive and free, are buried deep in the ground in the City of Zion as though they were dead corpses. The "dead" people living in the Matrix in a condition of a coma are warehoused on the surface of the planet as though they were alive and mobile. The surface of the planet is smoky, dreary. The sun never shines, but appears dead. The City of Zion is alive with activity but lit by artificial light. The people in the Matrix are programmed to be happy and without a care in the world, but they have no independent thought or ability to effect change on their commercial/political system. The People of Zion are always apprehensive about the war and struggling to survive. They have the capacity to effect change and also must exercise discretion and elect responsibility.

In today's world, the people of the Matrix are the 99.99% of the people who live with their heads in the sand and have no clue as to what is going on. They are programmed by the "talking heads," the boob tube, and other public sources of information (including the public fool system). They can carry on an allegedly articulate conversation about persons, places, and events while never knowing or explaining any cause/effect relationships that exists in *the* world or *this* world. In the words of the Merovingian from *Matrix- Reloaded*, "They do not understand the why." Therefore, they are slaves.

The People of Zion in today's world are, for the most part, the patriots, rebels, and yes - in some cases - terrorists. Or, at least they may shortly be prosecuted politically for being terrorists. These people are outside the Matrix (so to speak even though the Matrix still exercises control over them). These patriots are mostly at war with the Matrix and falsely believe that their involvement in this war will bring about change that will correct the problems with the Matrix and the Matrix's relationship with them. About 99.99% of the People of Zion live to destroy the Matrix and what it symbolizes. It appears as though the Matrix is out to destroy the People of

Zion. There is constant warfare. Those who do not notice that a democracy is in fact a controlled war zone of combatants, are all the more deceived by *this* world. Looks can be deceiving to those who do not see or do not hear.

We learned in *Matrix- Reloaded* that the Matrix is not out to completely destroy the People of Zion. In fact, the Matrix is charged with restarting the People of Zion every time Zion is destroyed. Think of this program as a social urban renewal program where an "old," socially archaic "People of Zion" must be upgraded to a new, more commercially competitive "People of Zion." After all, the Matrix sees the People of Zion as a manufactured enemy to the Matrix, used to instill commercial competition into the Matrix to maximize the commercial benefits to the Matrix. So every now and then, the Matrix exterminates the old society of "independents" (who think they are free) and restarts the new urban renewal society with better stock and blood to give the appearance of a better enemy which instills more competition into the Matrix world. *This* world is just like the Matrix model. It is just like the United States of America which cannot continue as a "democracy" without having some permanent "enemy" at which the democracy is always at war. The Matrix is a symbiotic society. The Matrix cannot survive without an alter ego in the People of Zion. Likewise, the People of Zion have never had the ability to destroy the Matrix.

Scripture states this same theme that the People of Zion and the Matrix are joined together in a short-term, common future. Scripture says that for a time the wheat and the tares must grow together in the field and not be separated. To pull up the tares (the Machine world of the Matrix) would cause death to many "wheat" people (People of Zion and the sleeping people in the Matrix). So they should exist together. The only two reasons that the Matrix has to destroy the People of Zion is: to prevent the People of Zion from getting too strong so that they would physically threaten to overthrow the control exerted on them by the Matrix; and 2) the Matrix restarts the society with better genetic stock from time to time to create better competition with the Matrix to help maximize or perfect commerce. The six restarted systems of Zion could well refer to the servants under the international world governments represented by: 1) the Egyptians, 2) the Syrians, 3) the Babylonians, 4) the Medusa and Persians, 5) the Greeks, and 6) the Romans (of which our current system of one world government is merely an extension of the Roman world government- i.e. Roman civil law, Roman calendar, and Roman universal church). [Nothing new under the sun!]

The Remedy Lies Outside of Zion or the Matrix

It is a fact. There were good entities existing as programs in the Matrix and there were evil entities existing as programs in the Matrix. There were also good, living souls amongst the People of Zion and there were very bad, living souls amongst the People of Zion. A condition of being "good" did not necessarily provide any remedy to mankind from the war which existed between the Matrix and the People of Zion. There was no remedy in fighting a continuous war. One's remedy is always in the peace that ensues after the war. Getting to this peace and making the condition of peace productive by one's actions is the issue. [Go to peace rather than going to war!]

There are four types of living souls. 1) Ostriches with their heads in the sand (or their bodies in the Matrix) not knowing what is going on or why it is happening. This is the most numerous type of living soul in *this* world. 2) People who wake up and discover that *this* world is not operating correctly the way it should to bring life to the people and to bring it to them more

abundantly. The people in group two are classic Patriots. But they could just as well be people who have studied medicine, religion, politics, education, recorded history, or any other profession or discipline. Anyone who studies what is going on in *this* world by the professions or the societies knows that they have got it wrong and are creating death and not life. (How about the "Family Planners" in modern society, as an example, who use abortion to spread "life?") The People of Zion in the Matrix trilogy are firmly in this group two. They believe that the only solution to the perceived problem that the Matrix is screwed up and doing everything backwards for the benefit of living souls is war to the death of everyone in the Matrix. Group two's classic remedy is to destroy their enemies- the ones who are doing this are thinking backwards. Group two believes that when they defeat everyone else who is wrong, then things will work well for the people in group two. "When the whole world changes to my way, then things will be better and I can be happy." This is their motto. But is it realistic that the whole world will change- or must change- in order for one to become "happy?"

The third type of people are those who realize that one's happiness and well being is not derived from changing the whole world to one's way of thinking. Happiness is derived by changing your way of thinking so that it creates a better world for you to live in. This is realistic. You can change yourself. You cannot change anyone else who does not see the light and want to change themselves.

There were a few characters in the Matrix movie series that could be classified as group 3 thinkers. **They believe in a remedy other than war**. They include: Neo, Morpheus, Trinity, the Oracle, Niobe (Jada Pinkett Smith), and (the head of the Council for the People of Zion). [Do you believe in a remedy other than war?]

Resolving a War in Matrix Revolution

It is not rational to structure your society on habitual warfare. But this is exactly what a "democracy" is. The ultimate cause/effect riddle or question that one can pose is: "How do you bring a society that is at constant warfare to peace?" The ultimate underlying cause is commercial debt. Commercial debt causes all war. To end war, one must either make arrangements to end the debt liability of the debtor side of the war by discharge, forgiveness, or as an operation of law. Or else, the creditor must be offered some concession which would end the war by offering something that is more desirable than the collection of the debt. In the story of *Matrix- Revolution,* the age-old war between the Matrix and the People of Zion is ended by one of these causes.

The cause of the war that plagued the People of Zion and the Matrix is not set forth in the story of any of the trilogy movies. The cause of the war was studied in an extra set of stories set forth artistically in the DVD *The Animatrix. The Animatrix* tells nine short stories dealing with collateral issues involving the Matrix and the People of Zion. In the story- *The Second Renaissance Part 2,* the events which led up to the war between the People and the Machines are told. The war started when machines wanted representation in government. The machines felt that they contributed to commerce and needed representation. Most of the people believed that the machines should not have political representation. People started to rebel against machines by destroying them. The machines defended themselves and attacked the people for self protection. As the machines got the upper hand, they subdued the people and placed them into servitude. The cause of the war was the dishonor of the people in not "accepting" the machines' draft request to have representation in commercial government. The non-acceptance

by the people made the people the commercial debtors to the machines who became the commercial creditors. In commerce, a debtor cannot win. A creditor cannot loose.

In today's world, the Patriots are upset at the 14th Amendment to the Constitution of the United States. This Amendment changed the representation of the "citizenry" of the political and commercial government. Under the 14th Amendment, "artificial things" are now citizens of the government instead of real people. An "artificial thing" (a machine- if you will) could well be defined to be a "machine" or an entity that performs without civil or commercial life. The 14th Amendment person is a perfect definition of a machine. So when the Patriots fight the 14th Amendment and its definition of an artificial entity as a citizen, the patriots are dishonoring the One World Government's draft request for commercial representation for fictions. This makes the One World Government (or the Matrix) the creditor and the Patriot the commercial debtor by dishonor. This creates a commercial warfare, which is exactly what we have in today's society. This is why the people who act as persons are described as the commercial enemies in the Trading with the Enemy Act that was passed in the First World War as a protection from enemies, and updated in 1933 under the new Deal when the United States government had to call upon the States to help defray the debt and the "persons- citizens of the United States" became the enemies of the UNITED STATES government by decree of President Roosevelt.

If one followed the character of Neo in the *Matrix* trilogy, Neo **evolves** from group 1 to group 2, and finally to group 3. Neo starts out as an ostrich with his head in the sand. In the first movie he is awakened by Morpheus and becomes a Patriot rebel in group 2. In the second movie, Neo learns that it might not be possible to obtain a military victory over the Matrix. By the time Neo is seen in the third Matrix movie, he is convinced that he must change his perspective in order to provide a remedy to go to peace. He is now in group 3. [Are you? Will you want to go to peace?]

Notice Neo's character in *Matrix-Reloaded.* He does not get involved in fighting an offensive war against the Matrix. In fact, the only time Neo uses force at all is to defend himself against physical attack by Agent Smith or from characters in the Matrix which attack him. He protects his life and the lives of others without going on the offensive.

The public critics of the Matrix trilogy complain that Neo's character shows little or no emotion. Why should his character? Neo is seeking knowledge and wisdom as to cause and effect of relationships. In the immortal words of the Merovingian, Neo truly wants to understand the "WHY." Neo wants to serve the People of Zion and Trinity, whom he loves. Neo is not seeking self-gratification by fulfilling emotional needs. Nor does Neo act as a direct and proximate result of purely emotional pressure.

In *Matrix-Reloaded*, we learn that both Neo and Agent Smith have been decoupled from the control of the Matrix. Agent Smith is no longer a program executing within the mainframe of the Matrix. Both Agent Smith and Neo are gaining personal energy and ability now that they are not feeding energy to the Matrix. There is a vast difference in the characters of these two entities. Neo has learned love and service above self. Neo does not work for consideration from the other party. Agent Smith is a "Satan" to Neo. A "Satan" is defined as an adversary or one who opposes you. Agent Smith is applying all his energy toward destroying Neo and all that is good. Since they are both decoupled from the Matrix, they both possess free will to lead their lives as they choose, unbridled by the constraints of the Matrix controllers and its social programming. Neo seeks life. Agent Smith seeks death. [Peace and War]

In *Matrix-Revolution*, the People of Zion are fighting a war against the superior force of the machines. In this war, the People of Zion can only hope to survive, but by all odds they will

lose. The Zion military command puts their faith in implements of war and their manpower to use them. No military strategy is based upon using outside plans or programs to stop the war. Only a few living souls within the People of Zion have any outside faith in the belief that Morpheus has; that the road to peace is somehow dependent upon Neo and what he might be able to accomplish in some way outside the scope of the military.

Symbolism in the City of Zion

The ultimate stronghold of the People of Zion was their city, deep in the earth. It had an outer receiving dock, an inner city, and finally, a temple where the People of Zion worshipped. The military plan was to first protect the dock. If it was breached, they would fight in the city. If the city was lost, the last defense would be the temple. The approach to the temple was a narrow passage where the machines could not overpower the people with their might because of the close confines of the passage. Isn't it just like these People of Zion to get it backwards. Instead of using the "temple" as their last defense against their enemy, should they not have relied upon their Creator and their spiritual temple as a first defense to help defend them? Should not the temple have been the origin of their first efforts instead of their last? Also, if the People of Zion believed that the temple was a physical place where their Creator would gather with them, they were wrong. The true temple is a place within us where the Creator dwells in our hearts. Without the understanding that the Creator dwells in you, they were seeking an ultimate place of refuge external to their being, which is only a de facto fiction.

Neo realized that the way to peace was not to run away from or fight with one's "enemy," but to go to one's "enemy" and make of him a friend by writing a peace treaty that will end the war and give each party a new beginning.

In a world at war, one does not create peace by fighting one's enemy, but by negotiating a peace treaty in which both parties receive just consideration and an overwhelming logical reason to offer concessions that will end the war. After all, isn't the purpose of all warfare to end dishonor, adjust the wrongs, and bring back a condition of peace? Isn't that what the movie — *Saving Private Ryan* was all about? It was about Ryan being sent home to the 'private' world of civilian peace and prosperity. Not the military man 'Private Ryan' continuing into an ongoing war which would bring death and not life.

In the case of *Matrix- Revolution*, Neo and Agent Smith are alter egos. Neo and Agent Smith are the same coin- two different sides. Agent Smith is the bad "Adam." Neo is the good "Adam." In the language of Paul in the New Testament: Neo is the spiritual man. Agent Smith is the fleshly man. Scripture says that to live, the spiritual man must kill the fleshly man. If you do not give up your life, you cannot save your life. Post *Matrix- Reloaded*, Agent Smith and Neo have become joined in their DNA and become alter egos of the same entity. The Oracle, in one of her discussion with Neo in *Matrix- Revolution,* has alluded to this. She tells Neo that both personas cannot continue to exist. Agent Smith has become a problem for the People of Zion. He is as formidable an enemy as the Machines. Worse yet, Agent Smith is a threat to the Matrix since he is gaining power and is no longer controlled by the Matrix. Although Neo only exists for love and service, Agent Smith would destroy Neo, Trinity, the People of Zion, and then would turn to the Matrix. His hatred knew no bounds.

Notice that the Matrix had control over the People of Zion, notwithstanding the fact that the People of Zion were not physically in the Matrix. The Matrix computers could track all the People of Zion. It was only Neo and Agent Smith that became invisible to the Matrix computer.

Even the monitors on the vessels belonging to the People of Zion that could tap into the Matrix computers could not pickup and locate Neo or Agent Smith any more, even when Neo was aboard the vessel.

Neo's dedication to, and desire to serve, the People convinced him that he had an opportunity to bring about a negotiated peace treaty with the Matrix. Agent Smith was converting programs from the Matrix into Smith clones. Agent Smith was even converting some of the People of Zion into Smith clones. Smith was creating a replicant army (a private independent army) from both the Matrix and the People of Zion that were not loyal to anyone except Agent Smith. If Smith was not stopped soon, his private army might take over this world. Neo realized that he could not defeat Agent Smith in a one-on-one battle. They both possessed equal levels of power and energy. However, Neo devised a strategy guaranteed to defeat Agent Smith based upon Agent Smith's ego and hatred.

Neo went to his enemy- the Machine City in the Matrix to negotiate a peace treaty between the People of Zion and the Matrix. Neo did not have the approval of the People of Zion, nor its governing counsel, to carry out the peace mission. Neo was not invited by the Machines to come to a peace treaty negotiation. What Neo did have was honor, logic, and consideration that could not be refused by either the Machines or the People of Zion. Neo did not ask the Machine world to give up anything. Neo took on all liability and responsibility in the plan to end the war by settling and closing the matter between the Machines and the People of Zion. There was no risk to the Machines, only the potential for gain. In any peace treaty, consideration must be offered as a means of persuasion to both parties to adopt concessions necessary for peace. The People of Zion were being physically defeated. No concession was offered to them except their own lives by ending the conflict. The Machine world, or the world of commerce, had a problem offering persuasive consideration that could not be refused.

Neither Neo nor Agent Smith was under the control of Zion. In today's world, this would be equivalent to a "patriot" who would learn how to be "outside the system" and not be under the legal control of the One World Government. Knowledge to achieve this goal could be conceived to be a direct threat to the One World Government's system of universal control if the one who possessed this knowledge did not possess the character trait of honor. What if a person outside the control of government was a terrorist bent on destruction, such as Agent Smith? Would an all powerful "Agent Smith" outside the control of government worry the system? You bet! [What if such 'men' were not terrorists or at war – would there be need to worry? NO!]

Neo proposed to the Machine world that if Neo would neutralize Agent Smith so that Agent Smith could pose no threat to the Matrix, would the Matrix in return stop the war against the People of Zion and allow the People of Zion to exist in harmony with the Matrix? It was further proposed that those within the Matrix who wanted to leave and join the People of Zion, be allowed to exit the Matrix peacefully.

Isn't the proposed peace treaty between the People of Zion and the Matrix an embellishment of the (second) 13th Article in Amendment to the Constitution of the United States? There shall be no involuntary servitude! Aren't the people lodged in the Matrix the artificial 14th Amendment persons who are not living souls? If the people want to come out of the Matrix so that they do not have to serve as slaves, will they not gain the capacity of living people again? Can you see how the Matrix movie trilogy is a restatement of the history of the United States? Wasn't the peace treaty with England in the 1780's (after the Revolutionary War) a grant of ability of living souls to emerge from the "Matrix" government style system England had superimposed on the living souls of the colonies?

The only problem that Neo had in fulfilling his offer to remove Smith as an adversary to the Machine world was how to carry out the task. Neo was incapable of physically defeating Agent Smith in a battle.

You and Your Enemy

An enemy is an alter ego. When one fights a fiction (or alter ego), it makes the fiction stronger. The way to defeat a fiction is to stop warring against it. Become one with your enemy or the fiction. Let your enemy possess you and take you over. Since he is a fiction, he cannot defeat you when you do not give him energy by fighting him. The Oracle tells Neo that Agent Smith is Neo. He is Neo's opposite. The Oracle tells Neo that within 24 hours, in one way or another, the problems would be resolved. Neo is to Agent Smith as the People of Zion were to the Matrix Machines. Neo seeks life. Agent Smith seeks death. The People of Zion are living. The Machines are dead. If Neo resolves the conflict with Agent Smith, peace will prevail and the Machine world will end their conflict with the People of Zion. If on the other hand, Agent Smith prevails against Neo, the People of Zion will be exterminated by their alter ego- the dead Machines. The choice every living soul has in this world is: Do you choose to side with that which gives life or do you choose death?

Man Wrestles Not With Himself, But With God Who Is In Us

In Scripture, the most famous Old Testament fight was the battle between Jacob and his adversary at Peniel. Jacob wrestled with him all night. Jacob was physically defeated. It was only when Jacob stopped wrestling with his adversary that he realized that he could win. In fact, Jacob learned that he was wrestling with the Creator who appeared to Jacob as Jacob's enemy. When Jacob stopped wrestling, the Creator praised him and renamed him Israel. This name means "God rules." The Creator always tests us by bringing us an enemy to see if we will allow our enemy to give us a remedy by being at peace with him or whether we will war against our enemy and be denied our remedy. One's enemies are always sent to you by the Creator as a test.

The name "ISRAEL" is not a name that belongs to a nation or to a race or a religion. It is a name of honor that is bestowed upon those who learn the lesson of serving and remaining at peace with those who might appear to be your enemy.

Neo's remedy to neutralize Agent Smith's possible threat against the Matrix, the People of Zion and the Machine world, was to allow the Machine world to plug Neo back into the Matrix. By this act, the Machine world and the Matrix would again have control over Neo. Neo devised a very simple strategy to defeat Agent Smith. He would fight Agent Smith as though Neo was trying to win. Then Neo would allow Agent Smith to defeat Neo and possess his body. When they would become one with each other in Agent Smith's victory, the Machine world would shut down the "Neo" program running in the Matrix. This would also shut down Agent Smith whose DNA, being joined with Neo's, would perish. Remember, die in the Matrix and you die in the real world.

Think of the metaphor that Hollywood is describing here. Neo is a form of the Messiah. He came into *this* (not *the*) world (the Matrix) free and independent of the constraints and control of *this* world (the Matrix). However, the Messiah, as did Neo, allowed Himself to be placed under the control of *this* world (as a man of flesh instead of a man of spirit). As a man of flesh, the Messiah died in the flesh. Neo was deleted as a program in the Matrix while voluntarily

subjecting himself to the world of the Matrix. In the real world, the Messiah destroyed the man of sin or the man of the flesh that is at war with the man of the true spirit. As such, the Messiah conquered death. Remember, to live, one must first die and be reborn in the spirit. In the movie, Neo placed himself in the flesh (back into the Matrix)- or he became united as one with his adversary (a "Satan" is an adversary) Agent Smith. Agent Smith was indeed a Satan in that he was interested in being the king over the dead instead of the king over the living. [Public government today is a kingship over the dead just like the Matrix was a system of political rule over the civilly dead.] Neo defeated Agent Smith by "acceptance" of Agent's Smith war against Neo to defeat him. It was in this act of allowing Neo's enemy to defeat him that allowed Neo to win by not resisting. Likewise, neither Neo nor the Messiah died to save themselves. They allowed the enemy, death, to take them so that they would be set free as well as securing the freedom of their brothers from the adversary. Also, neither in the movie nor in real life did the People of Zion ask Neo or the Messiah to carry out their acts of redemption in their behalf. The acts of Neo and the Messiah were both free acts of love and totally noncommercial.

In Scripture it is said that by one man (the first Adam) sin entered into the world and death by sin. In a mirror image to this, Paul, in the New Testament, said that by one man (the Messiah or the second Adam) the remedy to obtain redemption and salvation from sin also entered into the world. In the first Matrix movie, Neo first met the agents of the People of Zion at a place called the Adam Street Bridge. This bridge was a link from the first Adam to the second Adam.

There is a double witness to the redemption by Neo of the People of Zion and the Matrix. When Neo is possessed by Agent Smith and they are being "de-rezzed" by the Matrix, Neo makes a statement. He says: "It is done!" One gets the second witness by the Machine world when the head Machine states: "It is done." Is this anything like the words that came from the cross in John 19:30, "It is finished?" You see, a military society is also an ecclesiastical society. In order to stop the democracy and turn it back into a republic, it takes a sacrifice or a redemption. [Is there any wonder why *this* world is not too happy with those people who speak of the process of Redemption today?]

The End is a Grand Beginning

In the closing scene of *Matrix- Revolution*, we have four entities in the scene. The number 4 represents the things of *the* world. There is one animal, two persons from the Matrix, and one living soul. The scene opens by looking out on a city street on the surface of the planet. A young girl wakes up from a sleep on the sidewalk as though she were a "bag" person or homeless individual. A cat walks the street toward her. As the cat moves toward her, there is a ripple vertically that moves through the visual scene. The ripple starts in the location of the cat and moves, line by line, rapidly from left screen to right screen. As the visual scene ripples, the green hue of the old world takes on the true colors of a real world. It is a sign that the old world controlled by the Matrix and the machines has transitioned into a real world where the surface of the planet again belongs to the living. The sky is blue again instead of darkened with smoke and pollution. The sun is rising in the east. The scene shifts to a park in the city where the Oracle is seated on a park bench with the figure of the Architect of the Matrix walking toward her. The cat represents nature. By the ripple starting through the cat, the cat has just been reborn into one of its "nine" lives. In other words, the cycle starts over again. The girl is the last exile from the old Matrix. She represents the true church (or overcomer, or the first fruits of the harvest) who has been redeemed by the acts of the Messiah (Neo) into a new life. A life filled with peace and

hope. The Oracle represents the legislative character of the Matrix (or the controllers of *this* world), which establishes the mind and the plan of its activities. The Architect of the Matrix represents the executive character of the Matrix which carries out the plan of the Matrix. He is reactive and not proactive.

The final scene of *Matrix- Revolution* is not an ending. It is a beginning. It presents an opportunity. The Architect makes a snide remark to the Oracle about whether she is happy that she got her way in helping Neo bring about a peace between the Matrix and the People of Zion. The Oracle replies that she is happy. The Architect then asks if she was not afraid of the consequences of her actions. She replies that all acts taken to secure honor face great risks. The Architect then asks the Oracle how long she believes that the peace will last. She replies, "As long as they can keep the peace."

I am reminded about this nation in 1787. When the founding fathers came out of the Constitutional Convention after proposing the Constitution of the United States as a foundational document of government, a woman asked them: "What kind of government have you given us?" The response was: "A republic, *if* you can keep it!" The Constitutional Convention was not an end. It was a beginning. A republic is built on a noncommercial foundation where the people remain in honor and pay their debts at law. A democracy is when the people are in dishonor and the debts cannot be paid. A democracy is a military government constantly at war. [Like the civil war, the war in Viet Nam, the war on poverty, the war on drugs, the Desert Storm, the Bosnian war, the war on terrorists, the Iraq War, etc. Wars that never end.

When the People of Zion came out of the Matrix after Neo's redemption, the question was: "How long could the world remain at peace?" The question might as well have been: "How long can the People of Zion live in a newly created republic that was provided for them?" The answer was, as long as they could keep it. Do they understand what was provided for them? Do they understand that if they break the peace and go back to war that their republic will be destroyed? Do they understand that if they do not pay their debts, they cannot live in a Republic? Probably not. It didn't take the American colonies very long to destroy their republic and be placed under a democracy- or the rule of the Matrix.

The trilogy of the Matrix is basically a history of the United States of America told backwards. The people of the United States were redeemed in 1787. They were given a republic, if they could keep it. Today they are enslaved in a democracy without commercial liberties. The end of the Matrix trilogy existed in 1787. The beginning of the Matrix trilogy exists today. The story is told backwards. To unwind the destruction of the acts of the people requires a redemption from the acts that got them here. The end is in sorts a beginning. For all of history repeats itself and man is usually destined to repeat the mistakes of history over and over again.

If you were one of the critics that suggested that the special effects in the movie and the action was superb, but the stupid and mindless verbal gymnastics of the philosophical discussions between the leading characters was nonsense and unintelligible, then please take the blue pill and go back to sleep. You are just getting in the way of reality and you are preventing the solution.

On the other hand, if you believe that the resolution of the problem came as a result of military victory, and not as a result of noncommercial service by one who loved his brother, then you probably believe that the title for the third movie- Revolution, deals with war and protest, instead of dealing with a revolving (revolution) or a turning over of your mental concept to go to peace as a means of acceptance and working with the enemy to end the war, instead of working against or rebelling against the enemy and continuing the war. Freedom is the result of the fruits

of acceptance, negotiation, and settlement by consent of the parties (contract) and never as a result of victory of war. Freedom is never without cost (free), but freedom is not purchased with money- it is won on the field of honor, not battle. Your enemy is not your enemy. Your enemy is the other side of you, your alter ego, your man of flesh who consumes and does not serve. Zion should be the private side, or the man of good. The man of flesh is the public side. You do not kill the man of flesh by warring against him. The man of flesh dies when the man of the spirit takes over by service. See the pattern set forth in Genesis 32.

Some miscellaneous notes on The Matrix:

The Merovingian is the equivalent of the Secretary of State in today's governmental society.
He has all authority over foreigners who interface with this world.
Neo did not seek a fight with anyone in the Matrix, especially the Merovingian.
Neo had peace with the Matrix (Babylon).
Neo had adversaries in his own camp of the People of Zion and in Agent Smith.

Neo served for love, not for remuneration.

Smith (the name), means a commercial tradesman who sells himself for money in a profession.

Neo redeemed the People of Zion:
Not with money to buy their liberty.
Out of love, service, and duty.
Not even at the request of the People of Zion (No one asked him to do it).

Smith's purpose was to kill everything living. He was the king over a realm of death.
Smith would first kill all the people in the City of Zion.
Then Smith would kill all the people lodged in the cocoons in the Matrix.
This would destroy the Machine world, which could not exist without the people's energy.

Morpheus sensed the turn in the tide of the battle with the Machines in the City of Zion before the war was officially over. He physically threw down his weapons and emerged from his protective surroundings when he saw the Sentinels hesitate in their attack. He sensed that Neo had brought about the peace that had been hoped for.

The Trainman was the commercial transportation link between *this* world and *the* world. The Trainman was controlled by the Merovingian - the Secretary of State - that approved all foreign commerce (or the movement of property and persons from the realm of the Matrix to the world of the People of Zion). The Train Station was described as nowhere. It was between two worlds.

Neo travels to the Machine City to confront the Machine leaders for a remedy in a vessel called the Logos- or the Word. And the Word became Flesh to fulfill the job of redemption.

Respectfully submitted for your edification and consideration. Jack Smith

NOTE: Neo, came to understand what "he" had to do, to stop the war. He went to the Machine World and was asked what he wanted. Neo replied, "Peace!" Neo then made an "agreement" with the Machine World, that if the machine World would "plug" him back into the Matrix, Neo would go fight Agent Smith. When he and Agent Smith were both at their lowest point, the Machine World could unplug their "programs" and destroy them both. This would destroy both the "threat" and the "take-over" by the Agent Smiths. But in the agreement Neo made with the Machine World, he said, "If you agree, you must let anybody go free who wants to leave the Matrix!" The Machine World agreed! Neo went to establish peace by agreement... not by going to war! Each accepts for value/honor and discharge all fines, fees, taxes, judgments, debts, criminal charges, etc., and now understand "that's just business!"

The Creation of the State!

"The idea that the State originated to serve any kind of social purpose is completely unhistorical. It originated in conquest and confiscation – that is to say, in crime. It originated for the purpose of maintaining the division of society into an owning and exploiting class and a propertyless class – that is, for a criminal purpose! No State known to history originated in any other manner, or for any other purpose!"

Albert Jay Nock (State of the Union)

Section I

Historical Background
Concepts & Principles

REDEMPTION

NOTE: Any reference or inclusion to scripture in the following pages is to show the reader the nexus/connection of the operation of commercial law from those times past, up to today, to show that commercial law and the operation thereof is constant and operates in all that you do.

The following pages are writings and thoughts from one of the gentlemen who brought this concept to the forefront. Many of these writings contain Biblical references, which you may not have interpreted as he has done. The thoughts are extremely insightful, unusual and deep, definitely meat and not for spiritual babes. It is suggested that you reference the following with a Bible and read with prayerful consideration, asking God for discernment and understanding, as you read through these writings as a point of reference.

Redemption is defined as:

"The deliverance from the power of alien dominion and the enjoyment of the resulting freedom. It involves the idea of restoration to one who possesses a more fundamental right or interest. The best example of redemption in the Old Testament was the deliverance of the children of Israel (American's) from bondage, from the dominion of the alien power of Egypt." (Washington, DC)

(Zondervan's Pictorial Encyclopedia of the Bible)

...(a) in the natural sense of delivering (See; Luke 24:21) of setting Israel free from the Roman yoke. (The Expanded Vines Expository Dictionary of New Testament Words) ."

The 'commercial' definition of Redemption may be stated as: "The recognition and action taken to redeem the debtor and all the property pledged, to take control, to file notice, to lien all the property, to restore right(s), title(s), and interest(s) in property to sever the commercial bondage and acquire the standing and capacity to discharge all fine, fees, taxes, debts and judgments of the debtor and all commercial matters due to the US Bankruptcy... a.k.a. "National Emergency imposed upon the people without full disclosure and consent."

AND:

Salvation from the states or circumstances that destroy the value of human existence or human existence itself. The word *"redeemer"* and its related terms *"redeem"* and *"redemption"* appear in the Bible some 130 times and are derived from two Hebrew roots: pdh ... and g'l.... Thought used to describe divine activity as well, they arose in ordinary human affairs and it is in this context in which they must first be understood. Pdh is the more general of the two, with cognates[1] of related meaning in Akkadian, Arabic and Ethiopic. It belongs to the domain of commercial law, and refers to the payment of an equivalent for what is released or secured. The verb pdh, unlike g'l, indicates nothing about the relation of the agent to the object of redemption, which in the Bible is always a person or another living

being. Its usage does not differ in cultic activity from that of a normal commercial transaction. In both cases a person or an animal is released in return for money or an acceptable replacement (cf. Ex 13:13; 34:20; Lev. 27:27; 1 Sam. 14:45 with Ex. 21:7-8; Lev. 19:20; Job 6:23). G'l is more restricted in usage and does not appear to have cognates in other Semitic languages. It is connected with family law and reflects the Israelite conception of the importance of preserving the solidarity of the clan. The go'el ("redeemer") is the next of kin who acts to maintain the vitality of his extended family group by preventing any breaches from occurring in it. Thus he acquires the alienated property of his kinsman (Lev. 25:25) or purchases it when it is in danger of being lost to a stranger (cf. Jer. 32:6ff.)....

Encyclopedia Judaica, 1972

[1] Cognate: A person or thing related in origin

Underline emphasis added.

REGISTRATION
(SOCIAL SECURITY?)

LUKE 2: 1 -And it came to pass in those days, that there went out a decree from Caesar Augustus, that all the world should be taxed. KJV (REGISTERED)

Registered, as utilized currently, also means to 'submit' information into a book. It also means TO SURRENDER TITLE, i.e., the registration of your car, the right to vote, or compulsion to register for the military draft. Debtor/Slaves on the Plantation register, sovereign free men do not. Though, in some cases, it is appropriate, as Sovereign, to register 'your' Debtor.

OBEDIENCE TO GOD

ACTS 5: 34-39 -Then stood there up one in the council, a Pharisee named Gamaliel, a doctor of the law, had in reputation among all the people, and commanded to put the apostles forth a little space; and he said unto them, "Ye men of Israel, take heed what ye intend to do as touching these men. For before these days rose up Theudas, boasting himself to be somebody; to whom a number of men, about four hundred, joined themselves: who was slain; and all, as many as obeyed him, were scattered, and brought to naught. After this man rose up Judas of Galilee in the days of the taxing, and drew away much people after him: he also perished; and all, as many as obeyed him, were dispersed. **And now I say unto you, refrain from these men, and let them alone: for if this counselor this work be of men, it will come to naught: But if it be of God, ye cannot overthrow it; lest haply ye be found even to fight against God.** "

SUBJECTION

ROMANS 13: 1-2 –"Let every soul be subject unto the higher powers. For there is no power but of God: the powers that be are ordained of God. Whosoever therefore resisteth the power, resisteth the ordinance of God: and they that resist shall receive to themselves damnation."

Keep in mind, as it is in our nature as men and Americans to defend and resist, you must learn to 'agree with thy adversary.' However, under the Godly principle you are to submit to Gods authority and the public servants are to submit to your authority, for the 'people' are above the government. You serve your God or belief structure and the public servant is to serve you, his master. And that's the way it is (unless you contract with the government)!

PRE-SENT

ROMANS 12: 1-2 – "I beseech you therefore brethren, by the mercies of God, that ye *present your bodies* a living sacrifice, holy, acceptable unto God, which is your reasonable service. And be not conformed to this world, but be ye transformed by the renewing of your mind, that ye may prove what is that good and acceptable and perfect will of God."

We are to PRESENT ourselves not be Re-Presented, or as more commonly seen, re-presented (represented) in court by an 'Attorney' who is there only to represent the corporate fiction in the administrative Unit (court) to administer the bankruptcy and the pledges of the property to the State and to compel (take) the revenue from the debtor-slaves of the Plantation.

RE-PRESENT

LUKE 11: 46, 52 - And He said, "Woe unto you also, ye lawyers! For ye lade men with burdens grievous to be borne, and ye yourselves touch not the burdens with one of your fingers. Woe unto you, lawyers! For ye have taken away the key of knowledge: ye entered not in yourselves, and them that were entering in ye hindered" .....This pretty well speaks for itself.

FIRST BORN OF EGYPT

When Moses led the Israelites (government agencies) out of Egypt, it was done with the killing (execution by an executive) of the first born of Egypt. In other words, under the execution of the law by the hand of the individual, the government was redeemed; but the individuals were never redeemed. *Now with the 2nd contract (cross), the individual will be freed or redeemed by his endorsement of the acceptance of the offer/contract, which is for both his and the government's mutual benefit.*

The attorneys or legal profession took the industrial society into the BAR and closed the door to the temple, not only baring themselves from entering, but baring and forbidding all those others to enter therein for Redemption. (Luke 11: 46-52)

ACCEPTANCE FOR VALUE
[The Principle Aspect of Redemption!]

MATTHEW 5: 25-26 – "Agree with thine adversary quickly, whiles thou art in the way (court) with him; lest at any time the adversary deliver thee to the judge, and the judge deliver thee to the officer, and thou be cast into prison. Verily I say unto thee, Thou shalt by no means come out thence, till thou hast paid the uttermost farthing."

See also: Matthew 27: 11, Luke 23: 39-43

This is the cornerstone of the concept. Read and understand this verse, applying it to where we are today. Today's court system, as an example, only deals with two kinds of persons, creditors and debtors, masters and slaves! By accepting for value the presentment offered, we become the holder of it, and the roles being played out are immediately reversed! By agreeing (and accepting) with thy adversary, you remove the 'controversy!' It is the controversy which brings life into the 'action' in the courts. No controversy, no need to have a 'judicial' decision!

COMMON LAW vs. PRIVATE LAW

To understand common law in its usage and applications, we first need to realize that it is law by execution, or the law that was called the Mosaic Law, that has evolved into the Roman Civil Law. The Roman Civil law is the base for our present statute law that exists today. Therefore: the common law is the statute law by execution (needs a public agreement) that is in common/public use today, that carries a public liability (a tax collection) for its usage.

In our nation, we have both common stock/employees and preferred stock/inalienable rights. In order for the government to regulate its common stock (consumers), it has taken an assumed tax exemption/priority of the individuals, which are using the industrial goods and services of the nation.

By partaking of the industrial products there is a tax that must be collected in order to keep record and track of all the industrial energy usage, and all common stock/public funds have a public liability, as these funds represent the energy (money is the evidence of transfer of energy) that must be regulated. We volunteer to pay the taxes just by our use of industrial goods and services, which is why it is a voluntary tax system. If you do not use any of the industrial goods, then there are no taxes. In order to use the industrial goods and services without the requirement of taxes, we must accept the charges and direct them back to the government, all 100%, and thereby we lend our tax exemption/priority to the government to discharge the public liability. This exchange gives us an employer status, or inalienable rights (the preferred stock), which then allows us to enjoy all the goods and services at our will.

The common law evolves from the Old Testament and our Private law/inalienable rights come from the New Testament, as the New Testament is the fulfillment of the law, by operation. All public law is execution of law (or Old Testament) and the New Testament is international law, but an individual can only fulfill it voluntarily, by operation. The operation of law can only operate when no malice or vindictive harm is intended and is based upon the *CONSCIENCE* of those charged to uphold it. It is purely spiritual!!

To sum it up, then, with common law rights (Constitutional rights), we are considered by the IRS to be employees of the Federal Zone or non-resident aliens. With our un-alien-able rights, we volunteered into the Federal Zone with our priority exchange for the tax exemption and therefore we are now the employer!

Therefore, common law is unto death and it cannot give eternal life, as it operates only by execution (death) to transfer the energy through the principal. Private law (operation of law) is unto life, as it is done by *acceptance;* the acceptance of the charges of a contract. Through

acceptance, public liability (execution) is offset, giving life. It does not require the death of the principal to redeem. The energy is transferred not through the principal, but by the principal.

NOTE: Once you understand the full power of Calvary (acceptance for value) of what Christ did on the Cross for each of us, you will understand how our debt (sin creates debt) is paid in full!

DEFENDANT. All of the time you have spent in your life researching and studying the LAW, the RULES, etc., must be reformed and relegated to, and for, historical purposes only! If you do not do this, you will always be a DEFENDANT. From now on we are going to 'Agree' with our adversary quickly. (Matthew 5:25) The concept is new to us. It will take some time to understand. In the end, God's Word and Godly people always win.

THEORY OF COGNITIVE DISSONANCE

DISSONANCE: Lack of agreement, consistency, or harmony; discord.

As computers go, the human brain is without parallel or parity, when compared to even the most sophisticated man-made computer. Nevertheless, it is a computer and like all computers, it can be programmed.

There is a theory known as the Theory of Cognitive Dissonance (TDC) which holds that the mind involuntarily rejects information not in line with previous thoughts and/or actions.

V. Leon Festinger may have been the first person to document the Law of Cognitive Dissonance, but he was certainly not the first to observe it. Since the most ancient times, mind-controllers have been enticing free people into servitude (piping them on board, so to speak) by taking advantage of man's tendency to generate cognitive dissonance.

In his book, A THEORY OF COGNITIVE DISSONANCE, (Stanford University Press, 1957), Festinger says that new events or new information create an unpleasantness, a dissonance with existing knowledge, opinion, or cognition concerning behavior. When this happens, pressures naturally arise within the person to reduce the dissonance. Not reconciling the new information with the old, but reducing the dissonance.

V. L. Festinger further stated that the strength of the pressures to reduce the dissonance is a function of the magnitude of the dissonance. Dissonance acts in the same way as a state of drive, need or tension. The greater the dissonance, the greater will be the intensity of the action to reduce the dissonance and the greater the avoidance of situations that would increase the dissonance.

A person can deal with the pressure generated by the dissonance by changing the old behavior to harmonize with information. But if the person is too committed to the old behavior and way of thinking, he simply rejects the new information. A simple "I don't believe it" thought or word is the easy cop out. For if you are unaware, you are unaware of being unaware.

KINGS

God made "man" both king and priest and said that man's insistence on having an earthly king to rule them instead of depending on God's WORD to rule them was the same thing as rejecting God. It still is: *"Then all the elders of Israel...came to Samuel... make us a king to judge us like all the nations...And the Lord said ...the people ...have not rejected thee, but they have rejected me, that I should not reign over them...howbeit yet protest solemnly unto them, and show them the manner of the king that shall reign over them. And Samuel told all the words of the Lord..."this will be the manner of the king that shall reign over you: He will take your sons, and appoint them for himself, for his chariots, and to be his horsemen; and some shall run before his chariots...And he will take your daughters to be confectioneries, and to be cooks, and to be bakers. And he will take your fields, and your vineyards, and your olive-yards, even the best of them, and give them to his servants. And he will take the tenth of your seed, and of your vineyards, and give to his officers, and to his servants...He shall take the tenth of your sheep; and ye shall be his servants. And ye shall cry out in the day because of your king which ye shall have chosen you; and the Lord will not hear you in that day."* ***II I Samuel 8: 11-18***

If you're deemed a 'king and priest,' a secured party/creditor and sovereign… what need of you to be ruled by tyrants, lying politicians, dictators and Presidents? Are you not free? Can you not take responsibility?

THE CAREER POLITICIAN'S CREED

We will tax, tax, tax, spend, spend, and spend. ...and the voters will re-elect us, re-elect us, re-elect us! - because they're TOO DAMN DUMB to understand!!! - Harry Hopkins, an adviser to former President Franklin Roosevelt.

"We tax his pay, tax his play, Even tax his time of day; We tax his shirt and tax his coat, tax his car and tax his boat; We tax his food and tax his drink, tax him good… so he can't think! We tax his house, tax his chair; by taxing his comb, we tax his hair. By taxing his pills, we tax his health; with taxes on taxes, we steal his wealth! And when he's sick, we'll tax his bed - tax him 'till he's good and dead! Then we'll place upon his tomb: *"TAXES DROVE ME TO MY DOOM* " But after he's gone, WE won't relax, we'll steal his kid's home with an inheritance tax!"

…….source; unknown

Don't you find it curious that the sole solution of the Politician's remedy for every problem, for the most part of which they create, is the raising of taxes! Never do they reduce the size of government, never do they reduce their "salaries!" But, at your cost, you pay for everything and even that which they waste!

MAN / MEN

In looking at the word man/men, etc., as they were created in the image of GOD, (contract),

this then shows that the man created was the industrial Bond, which was created by the contract The industrial Bond is the image of industrial benefits for society, but when the deception took place, the system's operator's (attorneys) deceived the financial institutions into believing that the debt (borrowed) funds (municipal bonds) were what they needed and thereby, the "debt money individuals" were able to in-debt all of society into believing the lie and thereby destroyed the beneficial public government. It no longer had the debt free industrial bonds (man/men) to operate for all of society's benefit.

Then the industrial bonds were, or are now based upon, debt funds or municipal bonds and therefore they are consuming all the energy (funds) needed to keep our society operating. In Genesis 6, which is about the energy that was taken from the public government, it was to hold-it and use it to run the industrial society. The flood of public funds has again covered the earth and it is time to 'CHARGE BACK' the debt (energy) money by use of the public policy HJR-192. The Ark is the private government treasury (Federal Reserve) that will act as the mediator to Re-public the public debt funds, by private assignment or acceptance. Thereby once again the public government will hold the energy (money) for the industrial uses.

After the true energy was perverted, the perverted funds were only for personal gain of a select few and were immoral funds. Therefore, they cannot heal, but only destroy whoever took part of their use.

Men - Industrial Bonds (privately held and assigned to the Public Government's or Republic's use).

Giants - Are the corporations formed by the attorneys or by the people that they induced, but either way they are not held by debt free funds and are consuming not only the owners, but also those who partake of their services or goods, as all Corporations are held in bar by the legal society.

Daughters - The lending institutions that are part of the corporate industrial system and obtain the assumed tax exemption of those who use their services.

Ground - Industrial costs = the contract accepted the costs and thereby the breath of life was established for the goods to be re-public-ed. Woman was formed as the public bond in offset to the private bond.

Garden of Eden - All industrial goods and government are created for the benefit of those who know how to regulate and operate the system - by contract, or today the written word, by operation of law - New Testament. When the system is operating properly, it will benefit all individuals in the whole world.

CORPORATIONS

Corporations, being artificial and created by Government, borrow from the Government Treasury, which holds the energy, but the Government has both the corporate side for daily operation (and the public person), and the Agency for enforcement of public policy/regulation and statutes.

Whenever a public regulation/policy/statute is offended, the Agency must hold someone responsible with (commercial) charges to mend the offense, either by imprisonment or by allowing the offender to use the charges to purchase public goods and services. When the individual is held in prison, the charges are used by the public for public needs and public expansion, but the individual who holds the charge is held on account, with no personal use. Once a Corporation manufactures a product that is consumed by the public (i.e., public goods and services) that it has paid for, the public debt must be discharged via HJR-192, and an equal exchange must take place. The individual must hold charges from an offense before he/she can exchange this for public goods and services.

Without the charges from an offense, an individual must (or can only) exchange public debt (unredeemed public funds) for public debt, which is against the Public Policy HJR-192. The individual, then, can someday be held accountable for this offense, which will give him/her the charges required to discharge the public obligation within a limited scope, but only for the benefit of the public Corporations need to take care of their inventory/stock (people). This accountability can come in the form of either illness or legal redress. This occurs when a Corporation either allows a person to hold and consume the public liability, which prevents it from passing through to the Government (which causes the Passover), or by holding the charges/energy back for the use and consumption of the Industrial complex. We can be the holder-in-due-course, which means: someone (Government) is holding the charges/energy for our benefit. In fact, this is what HJR-192 is all about! We are to pass our debt to the Government, instead of to another individual.

When an individual does experience either medical or legal problems, the modern practices of either these professions, with their latest VOODOO and Chromium-plated theology practices, can only treat the symptom and not the root cause. If they were to treat the root cause, they would either bury or imprison their client. Because of their limited license, they are not allowed to attend to this primal concern, lest they obtain a charge that must be addressed and create a repetitive cycle that can never end. This is one reason why there is no remedy in the public system, though we need it, as it is the one that must regulate the commercial transactions between individuals (men) and Governments.

GENERAL INFORMATION

Attorneys are "limited," that is to say, they must stay within their industrial license because they cannot make commercial claims, as commercial claims are commercial/retail amounts covered by the truth-in-lending requirements that hold persons personally responsible. The administrative license of an attorney in Bar has no accountability, is thereby limited, and has no authority to convey title to anything. The only way that an Attorney can enter the commercial zone is by the assumed tax exemption of some individual or if hired by some individual (man).

Your UCC Contract Trust (Treasury) Account is the insurance for the full retail amount, because it is the "principal" and the "source." A sufficient amount is your acceptance of whatever the "Bill" happens to be, since whoever tells you how much the Bill is becomes the witness to the fact (the forbearer), who carries the burden of testimony by license. You bind that testimony by your ACCEPTANCE. Your acceptance is the criminal "charge" in fact.

Acceptance of deficiency charges the deficiency to pre-pay closing of escrow. The calendar call is the exempt priority adjustment. The 'Principal' allows the agent to take the exempt priority, to offset the deficiency, or adjust the account to '0.'

IN OTHER WORDS, the fiscal year and calendar year together make one whole year. Concept/suggestion: Request the Circuit Court Deputy to take the deficiency (charge) of action and put it on the Circuit Court Docket and call the calendar (call the bailee/broker in charge of the adjustment) to deliver the same to the principal requesting release of the commodity (putting the whole account into one account). Request the Order of the Court to be released to the principal.

PUBLIC EDUCATION
Vs.
THE MONETARY SYSTEM

Allot is being requested of the young individuals that are coming from our primary education system. They (children) are being taught that they should go on to obtain a college education. Public education is just what is says; you are educated for use *in* the public system and thereby you become accountable for the public liability (debt) that the public money carries.

It is sold with the idea that with better public education, individuals will be better able to lead profitable lives by giving them the tools that they need to make greater amounts of money. In turn, they will be able to obtain the commercial products required to create a more comfortable life.

First, we must take a look at how public money affects, or what it does, to an individual. Money is the evidence of the transfer of energy in commerce, after the fact. So, the commercial cause for the transfer has taken place before the actual event has happened. In other words, the public offer was made first, then the actual acceptance or need was exchanged. Because of this being the case, the individual who made the public offering thereby carried the public energy (negative) within themselves (speculation upon and acceptance) which may cause other problems that can be medical, legal or personal in nature. This suggests that the more available the public funds are for our use, the more likely we are to have other problems in our lives.

We must remember that the true creation of money is by our endorsement (signature!). Money created in any other method is by the acceptance of someone else's debt. Such a debt carries with it a negative charge and this negative charge must be decayed in our bodies, which causes us to age, etc. The negative side is the public liability. It can only be discharged by our acceptance and charging back or (re-public/re-venue) the public money back to the public for the public to use. If this is done, there is no longer a public liability and it will not carry the negative charge as before.

It states in the Scriptures to: "Seek ye first the Kingdom," which is to find your own inheritance that was created at your birth and thereby all other needs shall be taken care of. There is a maxim of law that says; "The money of the sovereign is his credit, he is the wealth for which no substance on earth can establish a value for."

You first must obtain your sovereignty. Not very many people are going to find their true sovereign rights, as they must learn to hold the criminal charge and this is not publicly acceptable as the public system cannot teach this. You must seek and do your own searching and not follow the government/leader, as the system wants us to go along with their debt program of

servitude and not to venture out on our own. This will label you as undesirable, but it is people like yourselves who lead and keep the public system in check.

The public system is a necessary evil, and once an individual learns how to harness it for his/her benefit, the public liability shall no longer affect him or her. The public system is the system that we must live in and it will provide us with all our needs. We must learn how to stop its uncontrollable liability, by our acceptance and re-venue done very simply. When you have a need to know, you will search it out. Seek and ye shall find!

Thereby, when we accept more public education it becomes a greater liability (debt) and it becomes harder to obtain our true liberty. It is a built-in factor that when we accept public degrees we become liable for the public's benefit. Should we obtain a public education? We need to keep private values that allow us to use the public education to enhance our ability to benefit the public and ourselves.

Once we have learned to read, write, use math, research and investigate, we can educate ourselves. But there are certain parts of the public educational system that can be used to benefit us beyond such basic, instructional needs, such as vocational-technical schools. Here, we must be very careful not to obtain the education to serve the public master, but to harness it - not only for our own good, but for the good of the general public, too.

Public education is used to attempt to help people fill their needs, but in doing so, most want a fast FIX and do not attempt to figure out what the real roots of the problems are. This is why the legal and medical fields are so volatile and keep individuals from searching for the truth (and true healing!). In Matthew, Chapter 23 and Luke 11 it states that people in these fields will be held accountable from Able to Zechariah, or from A to Z.

A lot of well-meaning people don't understand the 'private to public' concept and encourage individuals to get a good education. Maybe we need to really get a good education on the Private vs. Public accountability, and this can only be done by private study and experience. A public education looks good on paper, but it's the after-results that may get you and hold you accountable (as in debt for the rest of your life) for the public liability.

RE-PUBLIC

RE-PUBLIC: What does it mean to re-public or to have a republican form of government? The republic is referred to in the scriptures as Heaven or where the private held commercial stock is held by agents. It states in the Scriptures that only your agent/angel (nowhere in the Scriptures does it state that you are going to be in heaven; all references are to angels/agents in Heaven [Matt. 18: 10, Mark 12: 25]), a government agent, who by Oath/bond, must do your private commercial business, as requested in writing. The spoken word is only hearsay and as Christ said on the cross, "It is finished" (Hearsay) (John 19: 30). We have to keep in mind that the government has only one function and that is to regulate the commercial transactions (business) between people and/or states, in light of the U.S. Bankruptcy, aka National Emergency (March 9, 1933).

The only way that the government has to measure these affairs is by the commercial paper passed between the individuals, which are valued by the tax value on the paper transaction. In order (after the Order of the Melchizedek, Hebrews) for there to be no taxes due, there must be a tax filing or registration, as they are one and the same. In order for the registration to take place,

it must be ordered by an individual which, after registration, the immoral criminal usage is hereby defused and the funds have been re-public-ed.

In the above reference to registration by an individual, the question could be asked why the government agent doesn't just register the commercial transactions. Then the funds would be defused/redeemed, right? This would be Beelzebub casting out Beelzebub (Matt. 12: 24) or, to put it in plain words, you cannot use a negative (a minus symbol –) to reduce a negative (–). In the relationship with the government, the government is a negative (infidel-debtor). This leaves only one who can be the other side of the bond and that would be the sovereign/secured party/creditor, who can be the only one to order the registration of the funds. (Luke 2: 1- 51) [Note: only a '+' can erase a '—' , i.e., your private 'credit', (+) can wipe out the 'debt' (–). To RE-PUBLIC would also be to re-venue.

OATH VS. LICENSE

Study the similarities and differences between taking an oath vs. purchasing a LICENSE and how they are viewed in the public liability.

An OATH is our acceptance of our public offer to serve the public by the discharge of our duty and obligations, either by discharge (doing) or by dishonor (failure/refusal). We have bound our subconscious to act upon true, natural agreements that have been accepted and charged (acceptance is charge) by an individual. Failure of the individual to honor his oath (who has bound his conscious to an act or uphold the laws of nature), such as the promise to pay to correct the damages by his wrongdoing, creates dishonor. This action only takes place under moral undertakings and with no malice involved.

A LICENSE carries about the same convictions, but the public is selling the right of its liability, thereby limiting the account (field) to those who are regulated to duties requested under a limited obligation to perform. The study of the immorality of public license can be found in Acts, Chapter 8 and Chapter 22: 28.

Licenses are necessary as the different public responsibilities carry a very narrow path/act. Only those trained in that narrow path/act know the proper connection. This goes back to public education, which most people believe broadens your knowledge, but it's only knowledge based upon a narrow point or subject. In order to control the application of this narrow view, it must be licensed, so as to protect the innocent from its misapplication, which is considered malice or immorally taking advantage of the innocent.

Once we purchase (accept) the license we then become accountable in the same manner as an oath. When the individual holding the license is requested to act upon his duties and obligations, and he/she refuses/fails/dishonors, he/she then has accepted the commercial dishonor that goes with his/her action and is charged accordingly. Gee, like a Driver's License for example – you accepted the license and you became bond to the Motor Vehicle Code and accountable to the State! You speed... you pay the fine!

MONEY CREATION and BANKS

Some individuals, with their endorsement (their *signatures*), creates all money. When it is created in the public form/forum, it carries a public liability, which must be taxed to the Government.

Whenever an individual **signs a note at a bank, this creates the funds** that he/she is borrowing.

Even the wages or funds that a person accepts from working or selling products that they grew or made are public funds that have been borrowed into existence by someone else.

The Federal Reserve Act allowed the banking system to set up the way that a person could redeem these funds that they are handling. Again, the Federal Reserve Act has two sides, the public, which the Federal Reserve Bank uses in the public form and which most people are familiar with; and the private side, which only those who hold the preferred stock of the United States are going to be able to use.

Whenever a Federal Reserve Bank buys United States Bonds, Bills, or Notes it must issue a negotiable instrument (draft) for the purchase of the public offerings. This instrument requires some individual's signature, but it must circulate back to the bank (where it is placed on the ledger as collateral) to be held as the collateral for the original issue. These funds were created by a public acceptance and therefore they carry a public liability and they must be taxed as they pass through the system. When a NON-NEGOTIABLE instrument (draft) is received by a bank, it is placed upon the bank's ledger as collateral for the bank and the bank charges the account of the Principal who endorsed the instrument. These funds were created by a private tax exemption and are NON-NEGOTIABLE, which means they do not carry a public liability that must be taxed.

NON-NEGOTIABLE funds can only come from the individual (Secured Party/Creditor-sovereign) who accepts a criminal charge and thereby is the holder of the priority tax exemption to pass the charge through.

OUR MIRROR IMAGE

The *mirror image* is referred to in the public system as a "STRAW-MAN." This is what was created by the registration or filing of an individual's birth certificate.

This is a necessary evil - in that the Government needed to provide for our needs by the creation of an industrial bond to provide the goods and services for our lives. This was done in a public form and it carries a public liability and it must have an execution (death) in order for it to be paid off in the public system. Should the individual accept this bond for value, it then loses its public liability as the individual has used his tax exemption to allow it to pass through him/her and not carry this public liability.

When the public laws are passed, these laws are to regulate the industrial society and its commercial activities they affect. Public law, which has been done away with by the United States Governments bankruptcy, and thereby commerce, is regulated by public policy now.

Whenever an infraction of public policy occurs it is charged against a "Straw-man," and since most individuals are not aware of their Straw-man, they believe it is charged against them as an individual. They try to use public law (argument of facts) to deny these charges. When you

accept these charges, there is no controversy and you then become the holder-in-due-course and these charges become your private property, which cannot be regulated in the commercial zone.

When you accept your birth certificate for value, you're then the holder of the industrial bond, which it created. It's now held for both your benefit and the public's, but the public liability is no longer attached to the bond or you're "Straw-man," which is now yours, also.

TWO QUOTES ... ONE FROM THE PAST AND ONE FROM THE PRESENT

John Adams said:

"I'm firmly of the opinion...that there never was a paper pound, a paper dollar, or a paper promise of any kind that ever yet obtained a general currency [as money] but by force and fraud. That the army has been grossly cheated; that the creditors have been infamously defrauded [some closed their shops to prevent being paid off with worthless paper money]; that the widows and fatherless have been oppressively wronged and beggared; that the gray hairs of the aged and the innocent, for want of their just dues, have gone down with sorrow to their graves, in consequence of our disgraceful depreciated
paper currency." (See: The Financial History of the United States, (1896 Ed.)

From: Silent Weapons for Quiet Wars

The International Organizational intents, purposes and activities include complete control of Public Finances, control, supervision, and audit of indigenous fiscal resources, budget practices, taxation, expenditures of public funds, currency issues, and banking agencies and affiliates. This of course complies with Silent Weapons for Quiet Wars, Research Technical Manual, *TM-SW790S.1,* which discloses a declaration of war upon the American people, to wit:

This manual is in itself an analog declaration of intent. Such a writing must be secured from public scrutiny. Otherwise it might be recognized as a technically formal declaration of domestic war. Furthermore, whenever any person or group of persons in a position of great power, and without the consent of the public, uses such knowledge and methodology for economic conquest - it must be understood that a state of domestic warfare exists between said person or group of persons and the public. (Page 3)

"Consequently, in the interest of future world order, peace, and tranquility, it was decided to privately wage a quiet war against the American public with an ultimate objective of permanently shifting the natural and social energy (WEALTH) of the undisciplined and irresponsible many into the hands of the self-disciplined, responsible, and worthy few." Page 7, Secret Weapons For Quiet Wars.

"In order to achieve a totally predictable economy, the lower class elements of the society must be brought under control, i.e., must be house-broken, trained and assigned a yoke, and long

term social duties from a very early age, before they have an opportunity to question the propriety of the matter. In order to achieve such conformity, the lower class family unit must be disintegrated by a process of increasing preoccupation of the parents and the establishment of government operated day care centers for the occupationally orphaned children.

The quality of education given to the lower class must be of the poorest sort, so that the moat of ignorance isolating the inferior class from the superior class is, and remains, incomprehensible to the inferior class. With such an initial handicap, even bright lower class individuals have little, if any hope, of extricating themselves from their assigned lot in life. This form of slavery is essential to maintaining some measure of social order, peace, and tranquility for the ruling upper class." Page 8 "Secret Weapons For Quiet Wars

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March 9, 1933 – Senate Document No.43, 73rd Congress, 1st Session:

"The ownership of a property is in the State; individual so-called "ownership" is only by virtue of government, i.e., law amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State." (Repeated in: Hearing Before A Subcommittee Of The Committee On Foreign Relations, Feb 17, 1950 p.494; Constitution For The United Nations Industrial Development Organization, Treaty Document 97-19, and the Communist Manifesto.)

On March 6, 1933 the Conference of Governors pledged the faith and credit of the several States of the Union to the aid of the National Government, and thereafter formed numerous socialist programs and committees, such as the "Council of State Governments," "SSA," etc., purportedly to deal with (accommodate) the economic "Emergency," operated under the "Declaration of Interdependence" of January 22, 1937 and published some of their activities in "The Book of the States" Volume 11, Pg. 144.

On February 17, 1950, Senate Hearings were held concerning the U.N. and its Organizations. James P. Warburg testified on February 17,1950:

"We shall have world government, whether or not we like it. The question is only whether world government will be achieved by consent or by conquest."

So much for a country where the people are free, independent and with America being a sovereign nation! Evidently, the politicians have been lying to the American people for years.

John Maynard Keynes in 1920:

"By a continuing process of inflation, governments can confiscate secretly and unobserved, an important part of the wealth of its citizens. There is no subtler, no surer means of overturning the existing basis of society than to debauch the currency. The

process engages all the hidden forces of economic law on the side of destruction, and does it in such a manner which not one man in a million is able to diagnose. "

From Federalist Paper #79:

"In the general course of human nature, A POWER OVER A MAN'S SUBSTANCE AMOUNTS TO A POWER OVER HIS WILL, AND WE CAN NEVER HOPE TO SEE realized in practice the complete SEPARATION of the Judicial from the Legislative Power, IN ANY SYSTEM WHICH LEAVES THE FORMER DEPENDENT FOR PECUNIARY RESOURCES ON THE OCCASIONAL GRANTS OF THE LATTER. "

LAW CONFERENCES - U.S. PARTICIPATION

PUBLIC LAW 88-244; 77 STAT. 775 [H.J.Res.778]

Joint Resolution to provide for participation by the Government of the United States in the Hague Conference on Private International Law and the International (Rome) Institute for the Unification of Private law, and authorizing appropriations therefore. *Resolved by the Senate and House of Representatives of the United States of America in Congress Assembled, That:*

The President is hereby authorized to accept membership for the Government of the United States in (1) The Hague Conference on Private International Law and (2) the International (Rome) Institute for the Unification of Private Law, and to appoint the United States delegates and their alternates to meetings of the two organizations, and the committees and organs thereof.

Sec. 2. There is authorized to be appropriated such sums as may be necessary, not to exceed $25,000 annually, for the payment by the United States of (1) its proportionate share of the expenses of the Hague Conference on Private International Law and of the Inter- national (Rome) Institute for the Unification of Private Law, and (2) all other necessary expenses incident to participation by the United States in the activities of the two organizations referred to in clause (1) of this section. Approved December 30, 1963.

HJR-192 June 5, 1933

Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: "That (a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, IS DECLARED TO BE AGAINST PUBLIC POLICY, and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provisions is contained therein or made with respect thereto, SHALL BE DISCHARGED UPON PAYMENT, DOLLAR FOR DOLLAR, in any such coin or currency which at the time of payment is legal tender for public, and private debts. ..."

MONEY

The following statements come from several different sources, from Congress, Supreme Court cases, and the Federal Reserve. All stem from the passage of HJR-192.

"The Treasury writes up an interest bearing bond for one billion dollars. The Federal Reserve gives the Treasury a one Billion dollar credit for the bond, and has created out of nothing a one Billion dollar debt which the American people are obligated to pay with interest."

Money Facts, House Banking and Currency Committee, 1964. *p.9*

"A debt is not paid by the giving of a note."

Noland Co. v. Maryland Casualty Co. "A note is only a promise to pay and not payment," Fidelity Savings State Bank v. Grimes, 131 P.2nd 894

"Checks aren't money in themselves."

I BET YOU THOUGHT from the Federal Reserve Board of N., p.7

"They (checks) are simply order forms instructing banks and other depository institutions such as savings banks and credit unions to move transaction balances, which are money."

Same as above.

"Banks don't keep cash in checking accounts - and don't transfer currency or coin when acting on a check's instructions."

From Same book on the Federal Reserve.

"The money (Federal Reserve Notes) will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will represent a mortgage on all the homes and other property of all the people in the nation. The money so issued will not have one penny of gold coverage behind it, because it is really not needed."

— 73rd Congress – March 9, 1933

"The "giving of a (federal reserve) note <u>does not</u> constitute payment."

See <u>Echart v Commissioners C.C.A.</u>, 42 Fd2d 158.

"The use of a (federal reserve) 'Note' <u>is only</u> a promise to pay."

See <u>Fidelity Savings v Grimes</u>, 131 P2d 894.

"Legal Tender (federal reserve) Notes <u>are not</u> good and lawful money of the United States."

See <u>Rains v State,</u> 226 S.W. 189.

"Federal reserve notes <u>are</u> valueless."

See <u>IRS Codes Section1.1001-1 (4657)</u> C.C.H.

"That (federal reserve) 'Notes do not operate as payment in the absence of an agreement that they shall constitute payment."

See Blachshear Mfg. Co. v Harrell, 12 S.E. 2d 766.

THE FOLLOWING IS A BANKRUPTCY CASE
STANEK v. WHITE

Supreme Court of Minnesota - 1927

Chief Justice Wilson: "The original debt was not paid. The discharge in bankruptcy operated as a bar to enforcement. The debt could be revived with a new promise, which in Minnesota, must be in writing. The moral obligation involved in the original debt affords a sufficient consideration to suppose a new promise to pay the debt.

Liability rests upon the promise to pay, not on the original note. The discharge took the enforceability from the original note which still evidenced the moral obligation, and the new note revived the legal obligation.

There is a distinction between a debt discharged and one paid. When discharged, the debt still exists, though divested of its character as a legal obligation during the consideration of the discharge. Something of the original vitality of the debt continues to exist, which may be transferred even though the transferee takes it subject to the disability incident to the discharge. The fact that it carries something which may be a consideration for a new promise to pay, so as to make an otherwise worthless promise a legal obligation, makes it the subject of transfer by assignment. Indeed, there is no reason why a transferee of such note should not have the benefit of having the debt advanced to a condition of legal liability." *INCREDIBLE !*

UCC 3-419
INSTRUMENTS SIGNED FOR ACCOMMODATION

(a) If an instrument is issued for value given for the benefit of a party to the instrument ("accommodated party") and another party to the instrument ("accommodation party") signs the instrument for the purpose of incurring liability on the instrument without being a direct beneficiary of the value given for the instrument, the instrument is signed by the accommodation party "for accommodation."

(b) An accommodation party may sign the instrument as maker, drawer, acceptor, or endorser and, subject to subsection (d), is obligated to pay the instrument in the capacity in which the accommodation party signs. The obligation of an accommodation party may be enforced notwithstanding any statute of frauds and whether or not the accommodation party receives consideration for the accommodation.

(c) A person signing an instrument is presumed to be an accommodation party and there is notice that the instrument is signed for accommodation if the signature is an anomalous endorsement or is accompanied by words indicating that the signer is acting as surety or guarantor with respect to the obligation of another party to the instrument. Except as provided in UCC-3-605, the obligation of an accommodation party to pay the instrument is not affected by the fact that the person enforcing the obligation had notice when the instrument was taken by that person that the accommodation party signed the instrument for accommodation.

(d) If the signature of a party to an instrument is accompanied by words indicating unambiguously that the party is guaranteeing collection rather that payment of the obligation of another party to the instrument, the signer is obliged to pay the amount due on the instrument to a person entitled to enforce the instrument only if (i) execution of the judgment against the other party has been returned unsatisfied, (ii) the other party is insolvent or in an insolvency proceeding, (iii) the other party cannot be served with process, or (iv) it is otherwise apparent that payment cannot be obtained from the other party.

(e) An accommodation party who pays the instrument is entitled to reimbursement from the accommodated party and is entitled to enforce the instrument against the accommodated party. An accommodated party who pays the instrument has no right of recourse against, and is not entitled to contribution from, an accommodation party.

Uniform Commercial Code - § 10-104, Laws Not Repealed.

[(1)] The Article on Documents of Title (Article 7) does not repeal or modify laws prescribing the form or contents of documents of title or the services or facilities to be afforded by bailees, or otherwise regulating bailees businesses in respects not specifically dealt with herein: but the fact that such laws are violated does not affect the Status of a document of title which otherwise complies with the definition of title. (Section 1-201).
As amended in 1962 and 1994 V 49

(b) As used in this resolution, the term "obligation" means an obligation (including every obligation of and to the United States, (excepting currency) available in money of the United States; and the term "coin or currency" means coin or currency of the United States, INCLUDING FEDERAL RESERVE NOTES and circulating notes of Federal Reserve banks and national banking associations. NOTE: Are you willing to commit a crime to "pa" an alleged debt?

27 CFR 72.11

(Code of Federal Regulations)

MEANING OF TERMS: As used in this part, unless the context otherwise requires, terms shall have the meanings ascribed in this section. Words in the plural form shall include the singular, and vice versa, and words importing the masculine gender shall include the feminine. The terms "includes" and "including" do not exclude things not enumerated which are in the same general class.

COMMERCIAL CRIMES:

Code of Federal Regulations, Chapter 27, Section 72.11

Any of the following types of crimes (FEDERAL OR STATE): Offenses against the revenue laws; burglary; counterfeiting; forgery; kidnapping; larceny; robbery; illegal sale or possession of deadly weapons; prostitution (including soliciting, procuring, pandering, white slaving, keeping house of ill fame, and like offenses); extortion; swindling and confidence games; and attempting to commit, conspiring to commit, or compounding any of the foregoing crimes. Addiction to narcotic drugs and use of marijuana will be treated as if such were a commercial crime. "**ALL CRIME IS COMMERCIAL**!" [They want the money!]

NOTE: Any action/complaint/transaction initiated by the state/federal agents are commercial in nature in light of the fact that they impose a quasi-monetary fine in violation of Art. I § 10 & Art. 11 § 1 and the U.S. Bankruptcy.

At the Signing of Coinage Act on July 23, 1965, Lyndon B. Johnson Stated in his Press Release that:

"When I have signed this bill before me, we will have made the first fundamental change in our coinage in 173 Years. The Coinage Act of 1965 supersedes the Act of 1792. And that Act had the title: An Act Establishing a Mint and Regulating the Coinage of the United States…"
"Now I will sign this bill to make the first change in our coinage system since the 18th Century. To those members of Congress, who are here on this historic occasion, I want to assure you that in making this change from the 18th Century ***we have no idea of returning to it***."

Maxim in Law:

"The money of the sovereign is his credit, he is the wealth for which no substance on earth can establish a value for."

THE FOLLOWING IS REPEATED... BUT READ IT AGAIN AND AGAIN AND AGAIN!

"The ultimate ownership of all property is in the State; individual so-called "ownership" is only by virtue of Government, i.e., law, amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State."

— Senate Document #43; Senate Resolution No. 62 (Pg 9 Para 2) April 17, 1933

"THE PRICE OF IGNORANCE IS FAR GREATER THAN THE COST OF AN EDUCATION"

Section II

INFORMATIONAL ARTICLES ON U.S. GOVERNMENT, BANKRUPTCY, FEDERAL RESERVE, ETC., PRESENTING **"NEW HISTORY"**

Now time for a quick history lesson:

TIME LINE OF HISTORY

1773 - May - Britain renewed ***Townshend Act*** duty on tea (about to expire) and also allowed the **British East India Tea Company** to sell direct to the American public without any middleman (and without any middleman markup), thus angering Boston's merchants and triggering the Boston Tea Party.

1773 - December 16 - ***Boston Tea Party.*** That evening, thirty men disguised as Mohawk Indians dumped 342 chests of British tea into Boston Harbor. In 1774, **King George III** and British Parliament retaliated by passing the ***Coercive Acts***, called by the colonists as the ***Intolerable Acts***.

1774 - September 4 - The First Continental Congress assembled in Philadelphia.

1775 - April 18 - Start of the Revolutionary War.

1776 - May 1 - ***Order of the Illuminati*** (a secret society of wealthy intellectuals) founded in **Bavaria** by **Dr. Adam Weishaupt, a Professor of Canon Law at Ingolstadt University.** The Illuminati and the Freemasons collaborated for awhile, then later split ranks. After the headquarters of the Illuminati were raided by the Bavarian government, the Illuminati operated under the guise of the ***League of the Just.*** From the beginning, the Illuminati's purpose was to overthrow the Pope, all governments, including as all kings of Europe.

1781 - First National Bank of United States **(Bank of North America)** formed by act of the Continental Congress, who also owned and controlled it, instead of it being privately controlled.

1789 - Constitution of the United State ratified.

1791 - Assumption Act of 1791 allowed a newly chartered Bank of the United States (or more commonly today, the First Bank of America) to assume private control of State chartered banks.

1792 - The Coinage Act of 1792 defined a dollar as a unit of measure in either gold or silver. **Note:** In 1965, certainly after the U.S. bankruptcy, then President Johnson signed THE COINAGE ACT OF 1965, which for the first time, altered and replaced the COINAGE ACT OF 1792... therein removing any definition of what constitutes a "dollar" today! Federal Reserve Notes are not **"dollars"** even though it's stated on its face and as the Federal Reserve Bank has stated: a federal note is just a piece of paper! Also, a **1969** court case (Credit River) in Minnesota said:

> "These Federal Reserve Notes **are not lawful money within the contemplation of the Constitution** of the United States and are null and void. Further, the Notes on their face are not redeemable in Gold or Silver Coin nor is there a fund set aside anywhere for the

redemption of said notes."

1832 - President Andrew Jackson vetoed renewal of the charter for the Second Bank of the United States. Two subsequent assassination attempts on his life proved unsuccessful.

1871 - The Federal Government formed itself into a D.C. Corporation and adopted itself under the U.S. Constitution.

1873 - Financial panic.

1884 - Financial panic.

1893 - Financial panic.

1907 - Financial panic provoked by J.P. Morgan to bring about total change and private control of the central banks and the monetary system.

1910 - Basic plan for the ***Federal Reserve Act*** drafted at a secret meeting held at the private resort of J.P. Morgan on Jekyll Island off the coast of Georgia. The seven men who attended represented an estimated one-fourth of the total wealth of the world. They were:

1. ***Nelson W. Aldrich***, Republican "whip" in the Senate, Chairman of the National Monetary Commission, Father-in-law to John D. Rockefeller Jr.;
2. ***Henry P. Davidson***, Sr. Partner of *J.P. Morgan Company*;
3. ***Charles D. Norton***, Pres. of *1st National Bank of New York*;
4. ***Piatt Andrew***, Assistant Secretary of the Treasury;
5. ***Frank A. Vanderlip***, President of the *National City Bank of New York*, representing William Rockefeller;
6. ***Benjamin Strong***, head of *J.P. Morgan's Bankers Trust Company*, later to become head of the system;
7. ***Paul M. Warburg***, a partner in *Kuhn, Loeb & Company*, representing the Rothschilds and Warburgs in Europe.

1913 - April 8 - ***17th Amendment*** ratified allowing power reserved to the States to be passed into the hands of a new form of Federalism, placing the State of the Union in the position of mere supervised Units of such government. This act set the stage for the complete change by the Federal government from a Constitutionally guaranteed Republican form to a Democracy and set the stage for the hostile corporate takeover of the U.S. monetary system and to place control of it in private hands.

1913 - December 22 & 23 - ***Federal Reserve Act*** creating Federal Reserve (private Corporation and NOT a Federal agency) Central Banks signed into law by Woodrow Wilson, to which years later quoted "...I have unwittingly ruined my country."

1915 - May 7 - ***The U.S.S. Lusitania***, an ocean liner with American passengers onboard,

was sunk by a German U-boat, commanded by Captain Walther Schwieger, off the coast of Ireland in the English Channel. Just before this tragedy, the *Lusitania*, reportedly carrying over 6 million rounds of ammunition owned by J.P. Morgan Company, stopped its traditional zigzag sailing pattern and cut its speed in half to await an escort vessel, the *H.M.S. Juno*, which was to lead it to port. Unbeknownst to the *Lusitania*, and for reasons which have never been satisfactorily explained, the First Lord of the Admiralty, Winston Churchill, ordered the *Juno* to return to the port of Queenstown while the *Lusitania* sat alone and unprotected in the English Channel waiting for its escort. One torpedo was fired and, within 18 minutes, 1,198 passengers, including 128 Americans, perished. It is speculated that Churchill deliberately sacrificed the *Lusitania* in order to force American entry into the war.

1917 - April 16 - United States officially declared war on the Axis powers.

1919 - June 28 - ***League of Nations*** signed without United States participation until more than twenty years later when this was repackaged as the **United Nations.**

1920 - Financial Panic engineered by the Fed proving it could manipulate economies of nations at will without war.

1921 - **Sheppart-Towner Maternity Act** (known as the "Maternity Act") created the birth "registration" or what we now know as the **"Birth Certificate."**

1921 - July 29 - ***Counsel on Foreign Relations (CFR)*** formed because of the United States' refusal to join the League of Nations following World War I. An outgrowth of a secret British society formed by Cecil Rhodes and backed by Rockefeller and Carnegie Foundation money, the CFR's agenda envisioned nothing less than world domination and the establishment of a modern feudalist society controlled by themselves through the world's central banks.

1930 - ***Breton Woods Agreement*** in which sixteen nations declared bankruptcy. ***The Geneva Convention Treaty*** declared that International Bankruptcy treaties were superior to all federal law, and the United States Constitution.

1933 – March 9 – **The United States Corporation went "Bankrupt"** and was declared so by President Roosevelt (Rosenfelt) by Executive Orders #6073, 6102, 6111 and 6260. See: Senate Report 93-549, pages 187 & 594. The Bankruptcy was codified at 12 U.S.C.A. 95a. Gold was illegally ordered to be turned in. By 1965, Silver was removed after John f. Kennedy was assassinated by the federal government and the international bankers. Today, constitutional money of exchange does not circulate. Your energy, faith and spirit was and is PLEDGED to the State due the existing national Emergency!

1933 – Most likely you were not a gleam in your daddy's eye, but your daddy was made a Debtor, his property pledged to the State, his titles changed to 'Certificate of Title' or 'Deeds,' and he was soon departed of his constitutional money to pay his debts at law!

1938 - Federal United States joined the ***International Criminal Police Commission (INTERPOL)***, designating the U.S. Attorney General as the official representative to the organization. The Secretary of the Treasury designated by the U.S. Attorney General as the representative to INTERPOL in 1958. Representatives to INTERPOL must, pursuant Article 30 to the "Constitution and General Regulation of Interpol (22 U.S.C. § 263 (a)), "renounce their allegiance to their respective countries and expatriate." The World Bank is the agent for the creditors/principles of the federal United States and is not subject to American Law.

1944 – July - ***Breton Wood Monetary Conference***, at the Washington Hotel in Breton Woods, New Hampshire, which through the guidance of Harry Dexter White, Assistant Secretary to the U.S. Treasury later known as a member of a Communist espionage ring, and John Maynard Keynes, a well-known Fabian Socialist from England, created the **IMF/World Bank** whose main role was the elimination of the gold-exchange standard as the basis of currency valuation and the establishment of world socialism. White became the first Executive Director for the United States at the IMF. Over 100 more nations declared bankruptcy.

1946 - **Administrative Procedures Act**

1973 - ***Trilateral Commission*** created by David Rockefeller to coordinate North America (United States, Mexico, Canada), Japan and Western Europe into a New World Order under slogans such as free trade and environmental protection until a full-blown regional government emerges from the process. The so-called trade treaties within the European Union **(EU)**, the North American Free Trade Agreement **(NAFTA)**, the Asia-Pacific Economic Cooperation Agreement **(APEC)**, and the General Agreement on Tariffs and Trade **(GATT)** have little to do with free trade.

1980 - ***UNIDO Treaty No. 9719*** ratified by the Senate which makes the U.S. Constitution **subservient** to the U.N. World Constitution.

1992 – **Ruby Ridge, Idaho**; Federal Government surrounded a family cabin home of Randy Weaver, his wife Vicky and three children, in the hills of Northern Idaho. The feds, under a ruse of a federal violation via set-up, shot and killed Randy's son Sammy and later shot his wife Vicky in the head.

1993 - **Waco, Texas**; David Koresh, head of the 'Davidians' were surrounded by the federal military on the ruse of failing to pay a tax on an a .50 caliber machine gun, after first being attacked by fed ATF agents shooting into the Church/home complex. After days of a stand-off, with helicopter also firing into the Church/home complex with women and children, military tanks attacked the building and pumped in gallons of a gas, of which a fire then started and due to winds the structure was engulfed in flames and was burned to the ground. The women and children went into a underground structure and were found dead. Government agents were able to get inside before the fire and shot some of the Davidians in the head.

1995 - **Oklahoma City – Alfred P. Murrah Federal Building Bombing**. On the morning of April 19, 1995, supposedly Timothy McVeigh, an ex-army explosive expert parked a rented Ryder truck with explosives in front of the complex and, at 9:02am, a massive explosion

occurred which sheared the entire north side of the building, killing 168 people. However, based upon additional evidence, the concrete columns just inside the building were set with small high-explosives. As it has been proven that a truck load of fertilizer could not have caused that amount of damage. One year later, a business across the street had discovered a tape recording of a business meeting that morning in 1995. On the tape was heard; Boom,Boom,Boom,Boom,Boom, Boom and then a humongous BOOM! Per all the other evidence seen, established, researched etc., McVeigh most likely was a patsy or paid to do the deed. But you decide!

2001 – **September 11 - 9/11 NEW YORK TRADE TOWERS**; supposedly collapsed as a result of single air plane crashes into each of the two towers. Nongovernmental reports stated that at 9:00AM, the eight Banks computer programs within the towers were set to down-load to a central computer as the Country was going to shift from a 'debt-based' money system to an 'asset-based' money system. Over 2000 people were killed due to the collapse just prior to the thousands who worked in the towers. As reported, the Jews were told not to show up for work that day. As reported, the owner of the towers had just increased the insurance on the towers just months before and evidence shows that the towers collapsed not due to the air planes crashing into them, but from well placed explosives for a controlled demolition. Presumption is; that since the feds/FBI was involved in the previous Trade Tower explosions a few years earlier; that when all the facts are looked at, it wasn't done by foreign terrorists! But you decide!

Of the remaining historical events of our time; Afghan war, War in Iraq, Patriot Act I & II and ?????... That you have lived through, experienced and witnessed.... the question is...were you awake?

A BRIEF HISTORY OF THE UNITED STATES

The agency Representatives of the various **United Colonies of North America,** via **Declaration of Independence,** declared their separate and equal station, to which the **Laws of Nature and Natures Creator entitle them,** formally expatriating themselves from England and/or Great Britain, and repatriating themselves in an orderly fashion into a social compact styled as **"The United States of America"** under the legislative assembly known as the **"United States in Congress Assembled."**

However, most people do not realize that the primary reason for the expatriation and ensuing war was not "taxation without representation," but the forced payment of taxes to the King in gold, not paper money. The people in the Colonies of North America were flourishing by using their own **"fiat money"** system based only on their production - not a **gold** based system that could be manipulated by the King. The King could not **"control"** the fiat money system and therefore passed a law requiring the subjects of the Crown to pay taxes in gold only. The King had most of the gold - the people of the colonies had little (scarcity/value), unemployment ensued - and embittered souls cried for redress. This fell on deaf ears, which lead to the natural powers of the people, from which all political power is inherent, they declared their separation, causing the

Crown to declare an **unjust war on the exercise of the principals of Life, Liberty, and the pursuit of Happiness**, as the peoples of the colonies of North America had so aptly declared and laid before a candid world, for the causes which impelled them to their separation.

The Representatives of the United States in Congress Assembled did win the Revolutionary war with England. There was a malfunction, however, in the plans for The United States of America. Money powers were waiting at the gate from the very beginning.

Although the British Empire, as a recognized government in the world, lost the American Revolution, the power (finance) structure behind it did not lose the war. The most visible of the power structure identities was the East India Company, owned by the Bankers and the Crown in London, England. This was an entirely private enterprise whose flag was adopted by Queen Elizabeth in 1600. This flag had thirteen red and white horizontal stripes with a blue rectangle in its upper left-hand corner.

The British government became hostile by oppressive legislation and eventually declared war from 1774-1782. The East India Company's owners constituted a portion of the invisible, (sovereign) Power structure (banks) behind the British government. They kept control of its holdings in the New World and moved right into the new economy created by New Order through the social compact, known as The United States of America. Together, and in close association with, the colonial representatives of the United States in Congress Assembled and their most powerful landowners still maintained control of the New World for the British Crown.

The United States Constitution created a new social contract structure of government that was established on a much higher plane than the parliamentary system of the **Confederation of The United States of America.** It was a social compact known as "Constitutional republic," wherein a certain amount of power was delegated to the States (Corporations) enfranchised by the New Order of the Social Compact. A certain amount was delegated to the agency federal government with the residual power reserved to the signatory parties respectfully (The **Real Party In Interest, "We (The) People of the United States"** who either **signed** the **Declaration of Independence,** the **Articles of Confederation,** and the new **Constitution of the "United States" for "The United States of America"** or were related as a member posterity of such People having been signatory thereto)**. To no other people, did such social compact guarantee any Standing of Rights or otherwise under the new Social Compact.** The Representatives of **"We the People of the United States,"** by way of **their** agency representatives of the **"United States in Congress Assembled,"** had certain enumerated powers delegated by the social compact known as the Constitution of the United States. So far as the several States party to the U.S. Constitution are directly concerned, the Representatives of the United States in Congress Assembled, may not exercise any power not so delegated by the social compact known as the U.S. Constitution. All power not delegated to the Representatives of the United States in Congress Assembled, by the social contract is reserved to the several States within their respective territorial borders -- or, to the signatory people thereto, or their posterity thereof (Article of Amendment, the IX and X of the U.S. Const.)**.**

The Constitution was pushed and supported by the bankers through their associates, for their own control over the construct known as The United States of America created by the new social

compact. Had the Articles of Confederation been completely adopted and/or reaffirmed, instead of adopting the Constitution which came about due to the Treaty of Peace with the Crown of England in 1782-83, the bankers would have far less control than they achieved.

Ten Square Miles

Define the word "Columbia." This word and the following words to be defined in this section are from *WEBSTERS COLLEGIATE DICTIONARY 10th EDITION.*

> Columbia: [NL (new Latin) Christopher Columbus] (Originated in 1775): THE UNITED STATES

Columbus has the same root word as columbarium and columbine.

> Columbarium [L dovecote, from *columba* dove] a structure of vaults lined with recesses for cinerary urns.
> Dovecote: 1. a small compartmented raised house or box for domestic pigeons or doves; also for breeding. 2. a settled or harmonious group or organization.

Columbine [ME from ML *columbina*, L *columbinus* – like a dove ,from *columba* dove, GK *kolymbos* a small grebe (diving bird), *kelainos* black]

> Columbidea is the Latin species of dove.

Dove: 3. one who takes a conciliatory attitude and advocates negotiations and compromise; an opponent of war.

District: [F from ML *districtus* jurisdiction, from *distringer* to distrain] 1. a territorial division as for administrative or electoral purposes. 2. an area, region or section with a distinguishing character.

Distrain: [ME *distreynen*, from dis- + *stringere* to bind tight, more at strain]1. to force or compel to satisfy an obligation by means of a distress 2. to seize by distress; to levy a distress.

Strain [ME *streen* progeny, lineage, from OE *streon* gain, acquisition; akin to OHG *gistriuni* gain, L *struere* to heap up] 1. lineage, ancestry b. a group of presumed common ancestry with clear-cut physiological but usual no morphological distinctions. 2 a. inherited or inherent character, quality, or disposition.

(Emphasis added on all of the above definitions.)

Note: The Columbia faction, an Italian Organization and Masonic group, funded Christopher Colin, who was renamed by the organization as Christopher Columbus, circa 1480's.The Columbia faction's symbol is a black dove! It is also interesting to note that the Illuminati, an Italian Masonic group, was formed in 1776, in America. Both of these groups strictly adhere to

their own hereditary bloodlines and purposely do not intermix with other ancestries. References – read the Biggest Secret by David Icke.

THE UNITED STATES consists only of what remains of the ten miles square granted by the Constitution and ceded by particular States creating the City of Washington, District of Columbia (D.C.), and further such acquisitions of its territories of Guam, American Samoa, Mariana Islands, and Puerto Rico, etc.

One of the powers granted in the federal social compact is to the United States in Congress Assembled, in Article 1, section 8, clause 16 and 17, which reads as follows:

> *16. To exercise exclusive legislation in all cases whatsoever, over such district (not exceeding ten mile square) as may, by cession of particular states, and the acceptance of congress, become the seat of government of the United States, and to exercise like authority over all places purchased, by the consent of the legislature of the state in which the same shall be, for the erection of forts, magazines, arsenals, dock-yards, and the needful buildings: -- and,*
>
> *17.To make all laws which shall be necessary and proper for carrying into execution the foregoing powers, and all the new powers vested by this Constitution in the government of the United States, or in any department or officer thereof.*

Said Congress, has absolute -- or what is described as -- plenary power. This is municipal, police power, and the like.

Where does this Congress have such plenary power? Read again clauses 16 and 17 above. Only within the geographical area of the District of Columbia, and all forts, magazines, arsenals, dockyards, and other needful buildings within the several States.

The United States is an Abstraction -- It Exists Only on Paper

It is a total fiction. It exists as an idea. The various Republic States of the Union exist in substance and reality. The United States only takes on physical reality after Congress positively activates constitutionally delegated powers through statutes enacted in accordance with Article I section 7 of the social compact known as the U.S. Constitution. It is necessary for you to read that section.

The Constitution is Bifurcated -- Separated in Two Parts

The Constitution was *bifurcated.* *Bifurcated* is defined as separated. (See the *Bifurcated Chart* at the end of this course). We will call it bifurcated because it is the separation from the original jurisdiction as outlined in the Articles of Confederation. Article I, section 8, clauses 16 and 17 clearly set this out.

It important to remember, as we will be returning to this particular section later on throughout this discourse, the U.S. Congress does have the right to make all laws regarding Washington D.C. within the ten miles square granted, whether equal in geographical size as granted or not, and such other territories owned by the United States, etc.. **This tiny scope of legislative powers is the only authority as it relates to the United States in Congress Assembled when contemplating any people of the various states, or standing otherwise, not signatory to such social compact, otherwise than by either being directly or indirectly related as a member of the posterity to the actual people signatory thereto.**

The First National Bank in the United States

Define *'Bank'* in Blacks Law 4th. - Please read the entire definition (which consists of one full column). This has reference to law and judges and particularly to water, i.e. maritime, before you arrive at what you think a bank might be. Read it carefully because this will become more and more important later in these courses).

One of the first acts that the so-called President, **Mr. George Washington,** did within two years of his appointment was to declare an emergency. William Morris with the help of Alexander Hamilton, Secretary of Treasury, heavily promoted the first national bank (Bank of England) to legislation in order to create a private bank. In 1781, Congress chartered the first national bank for a term of 20 years, with the same European bankers that were holding the debts before the war. The bankers loaned worthless, un-backed, non-secured printed money to each other to charter this first bank.

After thousands of lives were lost fighting a war to get control of the wealth of the people and their medium of money, why did congress contract with the same bankers that STARTED the revolutionary war in the first place?

Very simple. Since the Crown **and** members of the Rothschild family [as they where commonly known] were the secured party creditors, they demanded a private bank to hold the securities (the assets) of the United States as the pledged assets to the Crown of England in order to secure the debt to which the United States had defaulted. The holders (Fiscal Agent of the Crown) of the securities were the private bankers operating the newly chartered bank. So, under public international law, the creditor nation forced the United States to establish a private bank to hold the securities as the collateral for the loan. As throughout history, Money leads wherever we let it go unrestrained.

European Bankers Expand

1785 AD - It had been rumored that the youngest Rothschild, Nathan, expanded his wealth to 20,000 pounds within a 15 year period by using other people's money, an increase of 2500%.

1787 AD - Amshel (de Mayer) Rothschild made the famous statement: "Let me issue and control a Nation's money and I care not who writes the laws."

It has been alleged that Thomas Jefferson stated, "If the American people ever allow the previous banks to control the issue of their currency, first by inflation then by deflation, [then] the banks and the corporations which grow up around them will deprive the people of all property until their children wake homeless on the Continent their fathers conquered."

1798 AD - The five Rothschild brothers expanded by opening banks in each of the major cities of Europe. Amshel Mayer, Germany; Solomon, Vienna; Jacob, Paris; Nathan, London; Carl, Naples.

The War of 1812 and the Second National Bank

The charter for the private bank was for 20 years-- or until around 1811. What happened in 1812? The War of 1812. What did England attack? Washington, D.C., within the ten miles square. Here the British burned the White House, Library of Congress, and other buildings.

Was the attack by England within the assumed ten miles square an act of war? No, it was not. Under public international law, what was an act of war was the United States not extending the first national bank into the second national bank to continue to maintain the securities on the unpaid debt. So, when the United States acted in dishonor, by not giving the lawful creditor his securities in a peaceful manner, the only remedy available under international (Public Order) recourse to the creditor was to come in on letters of Marques and seize the assets to protect his loan.

Did the second national bank get approved? Absolutely. After England attacked the nation that was in default, they saw the light and enacted the second national bank. This was for another 20 years, which was to expire around 1836.

The Forgotten 13th Amendment

Attorney: …with obligation to the courts and to the public, *not to the client,* and wherever the duties of his client conflict with those he owes as an officer of the court in the administration of justice, the former must yield to the later. (emphasis added) Corpus Juris Scandium, 1980, Vol. 7, (heading) Attorney-Client , sections 2, 3, and 4, See note. (All attorneys owe their allegiance, first to the Crown of England; second, to the courts; third, to the public; and finally, to their clients as Wards of Court. Is it any wonder your attorney never wins a case for you?)

BAR (acronym for British Accreditation Regency – look up each of these words)

Attorneys are members of the BAR. The American Bar Association is a branch of the **Bar** Council, sole bar association in England. All laws, today in America, are copyrighted property of a British company, all state Codes are private, commercial, British-owned "law." All attorneys follow instruction from England Attorn, twist and turn over their clients to the private law of the bankruptcy. That is their job. That is their pledge to those whom they owe allegiance.

Note: By definition, the obligations and duties of attorneys extend to the court and the "public" (government) before any mere "client." Clients are "wards of the court" and therefore "persons of unsound mind." See also *"clien," "wards of court."*

The Original 13th Amendment

There was also another important issue involved in the War of 1812. The original 13th Amendment prohibited Attorneys and anyone with a title of nobility to hold any public office in America. All the states had ratified this 13th Amendment, except for Virginia.

You'll note that the War of 1812 was waged mostly in Washington, D.C. The British burned all the repository buildings, attempting to destroy all records of the new symbols of the social compact known as The United States of America, represented in Washington, D.C. by the United States in Congress Assembled.

Thus, the War of 1812 was partly waged to prevent the passage and enforcement of the new Thirteenth Amendment. Most book repositories throughout the states were burned to the ground and all records destroyed. There's a famous painting in Washington D.C. depicting the British boarding a ship after they "surrendered." The painting shows the British carrying their rifles as they mounted the gangplank. One must ask, "What army is allowed to keep their weapons after they surrender?" One must also ask, "Who really won that war?"

As a result of the accumulated debt of waging that war, a new Bank Charter was issued for another 20 years.

Andrew Jackson and the Bank

President Andrew Jackson put an end to this second Charter in 1836. Jackson's reasoning was simple: The Constitution does not delegate authority for Congress to establish a national bank. Jackson's rationale has never been seriously challenged, and the Constitution has never been amended to authorize Congress to establish a national bank. Nor, for that matter, does the Constitution delegate authority for the United States to establish corporations, particularly private corporations.

There was not a national bank established in America for more than 75 years, until 1913 with the Federal Reserve Bank. Andrew Jackson did an excellent job.

What did Congress do with Andrew Jackson? They impeached him. Is that because Congress is made up mostly of attorneys? Who do the attorneys have a title of nobility to? The Crown of England. So Congress is populated by attorneys who are Esquires or titles of nobility to the Crown of England. So, who does our Congress represent? The Bankers (the Fiscal Agents of the Crown).
The bankers hired an assassin to kill Andrew Jackson using two pistols, however the plot failed

as both pistols misfired.

Andrew Jackson violated public international law because he denied the creditor his just lien rights on the debtor. However, the bankers did not lend value (substance), so in actuality they had an unperfected lien, and therefore the law actually did not apply.

Andrew Jackson stated, "Controlling our currency, receiving our public money, and holding thousands of our citizens in dependence . . . would be more formidable and dangerous than a military power of the enemy."

The Civil War

In 1860-61, the Southern states (Representatives of the Original Signatories of the Social Compact) walked out of Congress. This created sine die. Abraham Lincoln was elected President. The South walked out and declared their states' rights pursuant to the Social Compact known as the U.S. Constitution. Slavery was only window dressing for the Civil War. The war had nothing to do with slavery. It has to do with States (the Right of the present living Posterity of the Original Signatories to the Social Compact to alter or abolish the forms of government which their Forefathers established for themselves and their Posterity) Rights and the National debt to the Creditor's Fiscal Agent (the bankers). The South wanted to be redeemed from the Crown in England. The North wanted to remain under their dominion and their debt.

When the Posterity of the Member States of the South ordered their Representatives to walk out of Congress, this ended the public side of the bifurcated Constitution as far as the Republican form of government was concerned. What remained of the government was the private side, the democracy (the remaining Mob of illegitimate members of the congressional body of agents who had breached the organic social compact known as the U.S, Constitution which the beneficiaries of the Original Signatories of the Trust so established for their Posterity) foisted upon them under the rule of the (Fiscal Agents of the Crown) bankers.

During and after the Civil War, the original 13th Amendment was replaced and a **new** 13th Amendment was issued first by Executive Order, and then enacted under Martial Law on December 18, 1865; the 14th Amendment was enacted similarly on July 28, 1868; The 15th Amendment enacted similarly on March 30, 1870.

President Lincoln, by Executive Order proclaimed the first Trading With the Enemy Act.

President Lincoln stated, "The government should create, issue, and circulate all currency and credit needed to satisfy the spending power of the government and the buying power of consumers." Further, he quoted, "The privilege of creating and issuing money is not only the supreme prerogative of government, but it is the government's greatest opportunity."

Afterwards, he was murdered because he defied the bankers by printing interest free money to pay for the war efforts.

The 14th Amendment brought the freed slaves, whose previous owners were private plantation owners and transferred those slaves under slavery of the government, the assumed ten miles square jurisdiction of Washington, D.C.

At any given period of time, the only people in the United States who were under the jurisdiction of the private bifurcated government of the assumed ten miles square of Washington, D.C., were the government employees and those who created the social compact, and of course those residing as resident and non-resident aliens within the territories owned by the United States and now the former slaves. The former **C**itizens of those living in the Southern portion of the social construct known as the United States for The United States of America, now "captured," became 14th Amendment **c**itizens by Martial Law. Their only express and sole privilege was to vote as granted by the 15th Amendment. The remainder of the compact party people of the posterity related thereto, could still invoke the power over government through original jurisdiction of the Republic side of the Constitution only in limited application from any curtailed privilege and immunity effected pursuant thereto by way of the Act of July 27, 1868, c249, § 1, 15 Stat. 223, Rev. Stat. § 1999, now Title 8, U.S.C. §§ 800-801 (Expatriation Act).

Thus, the new form of Democracy (MOB RULE-MARTIAL LAW), as the government was so styled, operated fully under the authority of private law dictated by the creditor, according to the principals of International Public Order.

UNITED STATES Incorporates in England

In 1871 the default again loomed and bankruptcy was imminent. So in 1871, the assumed ten miles square was incorporated in England. The new military social construct of the United States was still operating under the old familiar known social compacts agency name as the "United States in Congress Assembled" which used the Constitution as their by-laws. Not as authority *under* the Constitution, but as authority *over* the Constitution. They copyrighted, not only the Constitution but also many names such as THE UNITED STATES, U.S., THE UNITED STATES OF AMERICA, USA and many other titles as their own intellectual property and secured such property rights by copyright. This is the final blow to the original Constitution as applicable to the Trust operating under the U.S. Constitution for the Beneficiaries of the original signatories of the Social Compact created for their benefit by their forefathers. From here on out, the UNITED STATES was governed entirely by foreign (foreign to the law established by the Social Compact) private corporate law, dictated by the bankers as fiscal agents for the private Creditors of the intellectual property which they now held in, and under copyright with, the Creditors extending the right to use such copyright to their esquires by and through the Crown's (**B**ritish **A**ccreditation **R**egistry) **BAR** international Agents (Attorneys) in association with the Vatican by Treaty as the Exchequer of the Vatican Treasury.

More Bankruptcy Re-organizations

Define the word "By-laws" (STD)

Then, in 1909, default loomed once more. The US government went to the Crown of England and asked for an extension of time. This extension was granted for another 20 years on several conditions. One of the conditions was that the United States were forced to allow the creditors to establish a new national bank. This was done in 1913, with the Federal Reserve Bank. Along with the 16th Amendment, the collection of Income tax, enacted February 25, 1913, and the 17th Amendment enacted May 31, 1913, were the conditions for the continuing extension of time allowed by the creditors for the United States to continue to exist as a functioning entity within the International Public Order. The 16th and 17th Amendment further reduced the States' power by removing the State legislative right to appoint Senators directly. The UNITED STATES adopted the Babylonian system, that being the most clever way to control the mob of people collectively to keep and control political power, thereby controlling any future attempt by contractual obligations, the ability by the beneficiaries to attempt to overcome and to restore the former system of government to which their forefathers had sacrificed their lives, wealth and their Sacred Honor to give them. Whether or not their forefather's actions where right or wrong, the fruit of their labor still exists, with those of us who still study our predecessor's actions for the benefit of hopefully avoiding the same mistakes.

First World War

In 1917, peoples of all walks of life were again drafted into the First World War (WW1) for the sole purpose of the beginning of centralizing global power under a New World Order. This was to greatly affect the Life, Liberty and Pursuit of Happiness of all individuals living upon the face of Planet Earth, then, now and in the future. The so-called debt accumulated so that it became impossible for anyone to pay off their debts in lawful currency of the United States by 1929. It also enhanced the War Powers Act that President Lincoln, by Executive Order 100, put in place during his Presidency. This War Powers Act was re-enforced and became "The Trading with the Enemy Act" of 1917. This will become more important later on.

The Great Depression

We all know what happened in 1929. This was the year of the stock market crash and the beginning of The Great Depression.

The Great Depression: The stock market crash moved billions of dollars from the people to the banker's warehouses (Banks). This also removed various forms of cash and/or certificates, backed by lawful coinage (Gold and Silver) of the United States then in circulation for the peoples' use. Those who still possessed any cash invested in high interest yielding Treasury Bonds, driven higher by increased demand. As a result, even more cash was removed from circulation for the general public use. There was not enough cash left in circulation to buy the goods being produced. Production came to a halt as inventory overcrowded the market. There were more products on the market than there was cash to buy them. Prices plummeted and

industries plunged into bankruptcy, throwing millions more people out of work and out of cash. Foreclosures on homes, factories, businesses and farms rose to the highest level in the history, not only locally but globally. A mere dime was literally salvation to many families now living on the street. Billions of people globally lost everything they had, keeping only the clothes on their backs.

In Europe, in 1930, the International Bankers declared several nations bankrupt, including the United States. Then in 1933, President Roosevelt was elected and took office. His first act as President was to declare, publicly, that The United States was bankrupt. He further went on to issue his Presidential Executive Order on March 5th, 1933 that all United States Citizens/citizens must turn in all their gold in return for Federal Reserve Notes. This was passed into law by Congress on June 5th, 1933.

House/Senate Joint Resolution 192 (1933)

All the people, whether subject to the jurisdiction or not, deluded by a system of public education, assumed the position of such status of citizenship and turned in all the gold in their possession at that time. Why? Were we United States Citizens? **No.** We were still a sovereign people until that time. We just ***thought*** that we were required to turn in all the gold in our possession. Only those people living in Washington, D.C., and the 14th Amendment **c**itizens and the Citizens per the Article IV of the U.S. Constitution (the beneficiaries of the Social Compact) were so required. We were still sovereign (Non-Members of the Social Compact). We were not under the jurisdiction of the United States of America, which incorporated in 1871.

When people turned in their gold, they just recognized and/or volunteered into the jurisdiction of the assumed ten miles square jurisdiction of Washington D.C. and their laws, by general acquiescence. Pursuant thereto, such people became 14th Amendment United States **c**itizens by tacit agreement. Their posterity, which include many of us in this social net of subterfuge, were required to deliver all birth registries to the government. In their place were returned Certificates of (title) Birth, the title to our bodies, that were then registered by the U.S. Department of Commerce (Commercial Registry) in its sub-department known as the Bureau of Vital Statistics. This title to our bodies, all of our property and all of our future labor, was pledged to the International Bankers as security for the money owed in bankruptcy by the corporate United States (Title 28 U.S.C. 3002(15)(A)). All of this was done under the authority of Commercial Law (Babylonian law) by and through secured Transactions governing security interest in documents of Title. All People were not in bankruptcy. Only the Corporate UNITED STATES and the various global governmental corporate (Nations) constructs globally which had become the pawns of the international bankers were in bankruptcy. Through such global social subterfuge and schemes foisted upon all walks of life, most people were duped into believing themselves a party to the various governmental social compacts and thereby a party to the bankruptcy of the various bankrupt Nations. All peoples continue to believe now, as then, that they are each individually and collectively a member of such aforesaid compacts and/or constructs. The foundational truth is far from the illusion peoples suffer under. All peoples have never had now or then, a contractual nexus to such compacts and/or constructs. All walks of life

have been continually deceived and educated from childhood to believe that they must give sole allegiance to, and (for whatever unsound non-existent contractual reason) to be controlled by those who form such compacts and/or constructs.

We must remember, however, that it was only the politicians (and the Posterity of the Original Signatory Members of the Social Compact known as the U.S. Constitution) and the assumed ten miles square of Washington, D.C., the UNITED STATES CORPORATION and other such various Government constructs throughout the planet at the time, globally speaking, that went into bankruptcy. It was specifically relative to no other People or Social Compact, which was not a party to such or did not go along with the social scheme at the time, so-to-speak.

In the years following the independence of the several colonies in the North of the Western Hemisphere, a close business relationship had developed between the cotton growing aristocracy in the South and the cotton manufacturers in England. The European bankers decided that this business connection was the Union's and/or Social Compact's Achilles Heel, the door through which the young Republican form of Government could be successfully attacked and overcome.

The Illustrated University History, 1878, p. 504, tells us that the southern states swarmed with British agents. These conspired with local politicians to work against the best interests of the Social Compact known as the United States. Their carefully sown and nurtured propaganda developed into open rebellion and resulted in the secession of the people of the Compact Party State known as South Carolina on December 29, 1860. Within weeks, the people (beneficiaries as the posterity of the original signatories to the social compact) of six compact party states joined the conspiracy against the Union and broke away to form the new social compact construct known as the Confederate States of America, with Jefferson Davis as President.

The plotters raided armies, seized forts, arsenals, mints and other Union property. Even members of President Buchanan's Cabinet conspired to destroy the Union by damaging the so-called public credit and working to bankrupt the social compact Union. President Buchanan claimed to deplore secession but took no steps to check it, even when a U.S. ship was fired upon by South Carolina shore batteries.

Shortly thereafter, Abraham Lincoln became President, being inaugurated on March 4, 1861. Lincoln immediately ordered a blockade on Southern ports to cut off supplies that were pouring in from Europe. The 'official' date for the start of the Civil War is given as April 12, 1861 when Fort Sumter in South Carolina was bombarded by the Confederates, but it obviously began at a much earlier date.

In December, 1861, large numbers of European Troops (British, French and Spanish) poured into Mexico in defiance of the Monroe Doctrine. This, together with widespread European aid to the Confederacy, strongly indicated that the Crown was preparing to enter the war. The outlook for the North, and the future of the Union, was bleak indeed.

In this hour of extreme crisis, it has been said by those who remain anonymous, that President **Abraham Lincoln** appealed to the Crown's perennial enemy, Russia, for assistance. When the envelope allegedly containing Mr. Lincoln's urgent appeal was given to Czar Alexander II, it has

been postulated that he weighed it unopened in his hand and stated: "Before we open this paper or know its contents, we grant any request it may contain."

Unannounced, a Russian fleet under Admiral Liviski, steamed into New York harbor on September 24, 1863, and anchored there; The Russian Pacific fleet, under Admiral Popov, arrived in San Francisco on October 12. Of this Russian act, Gideon Wells said: "They arrived at the high tide of the Confederacy and the low tide of the North, causing England and France to hesitate long enough to turn the tide for the North" (Empire of "The City," p. 90).

History, if it can be found in truth, may reveal, if the truth ever comes to light, that the Rothschild family was heavily involved in financing both sides of the Civil War. Lincoln put a damper on their activities when, in 1862 and 1863, he refused to pay the exorbitant rates of interest demanded by the Rothschild family. **Mr. Lincoln** issued by Executive Order, via the new military social construct, a presumed Constitutionally-authorized interest free United States Notes. Allegedly, for this and other acts of patriotism, **Mr. Lincoln** was shot down in cold-blood by John Wilkes Booth on April 14, 1865, just five **(5)** days after Lee surrendered to Grant at Appomattox Court House, Virginia. Booth's grand-daughter, Izola Forrester, states in **"This One Mad Act"** that **Mr. Lincoln's** assassin had been in close contact with mysterious Europeans prior to the slaying, and had made at least one trip to Europe. Following the killing, **John Wilkes Booth** was whisked away to safety by members of the **Knights of the Golden Circle.** According to the author, **Booth** lived for many years following his disappearance.

HJR 192

On March 9, 1933 – House 73rd Congress, Session I. Chapter I, page # 83, 1st paragraph, third sentence it states: "Under the new law the money is issued to the banks in return for Government obligations, bills of exchange, drafts, notes, trade acceptances, and bankers acceptances. The money will be worth 100 cents on the dollar, because it is backed by ***the credit of the nation. It will represent a mortgage on all the homes and other property of all the people in the nation.***" (Emphasis added)

House Joint Resolution 192, June 5, 1933, states that one cannot demand a certain form of currency that they want to receive if it is dollar for dollar as ALL CURRENCY IS YOUR CREDIT!! If they do, they are in breach of the contract of HJR 192. You have already accepted this contract and now they must perform.

Pursuant to this contractual resolution expounded upon by the corporation that you are discharging the debt pursuant to HJR 192, they must give you a Letter of Release or Payment in Full in the form of discharge**.**

If they ask you, "Where does the money come from to pay for the items?" you should correct them and say, "There is no money because the UNITED STATES and all municipalities are in bankruptcy and the only currency that exists is that of all the people's credit." **You could also tell them,** "The US Trust Fund is where all of the people's property has been collateralized to create the credit of their nation." **If they appear confused, show them a**

copy of the 73rd Congress, March 9, 1933 where it says:

> *"(The new money) will be backed by the credit of the nation. It will represent a mortgage on all the homes and property of all the people* **in** *the nation."*

IN THEIR OWN WRITING THEY AGREE ALL PEOPLE **IN** THE NATION ARE THE CREDITORS!

They would be so impressed and shocked that they had actually witnessed a creditor who knows his business, that they in turn would probably conduct themselves more respectful and business like towards you.

To understand how the "money" system works today, one must remember the 73rd Congress, March 9, 1933;

> *"The money (Federal Reserve Notes) will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will represent a mortgage on all the homes and other property of all the people in the nation. The money so issued will not have one penny of gold coverage behind it, because it is really not needed."*

Since the "national emergency in banking," otherwise known as bankruptcy, occurred in 1933, our "money" is credit – your credit – backed by your collateral or your promise. **When you sign any promise to pay, it becomes MONEY!** What is the difference between Federal Reserve Notes and the Promissory Note you gave the bank? They both represent your credit. Only one thing is different – **the bank failed to record your Promissory Note when they recorded the Deed of Trust,** therefore it is not "registered" in the public register like FRNs are. Could this be considered "fraudulent use of a foreign security?" You better believe it is!

INTERNATIONAL BANKERS PURSUE THEIR GOAL

Undaunted by their initial failures to destroy the Social Compact United States, the international bankers pursued their objective with relentless zeal. Between the end of the Civil War and 1914, their main agents in the United States were Kuhn, Loeb and Co. and the J. P. Morgan Co.

A brief history of Kuhn, Loeb and Co. appeared in Newsweek magazine on February 1, 1936: "Abraham Kuhn and Solomon Loeb were general merchandise merchants in Lafayette, Indiana, in 1850. As usual in newly settled regions, most transactions were on credit. They soon found out that they were bankers. In 1867, they established Kuhn, Loeb and Co., bankers, in New York City, and took in a young German immigrant, Jacob Schiff, as partner. Young Schiff had important financial connections in Europe. After ten years, Jacob Schiff was head of Kuhn, Loeb and Co., Kuhn, having returned. Under Schiff's guidance, the house brought European capital into contact with American industry."

Schiff's "important financial connections in Europe" were the Rothschilds and their German representatives, the M. M. Warburg Company of Hamburg and Amsterdam. Within twenty years

the Rothschilds, through their Warburg-Schiff connection, had provided the capital that enabled John D. Rockefeller to greatly expand his Standard Oil Empire. They also financed the activities of Edward Harriman (Railroads) and Andrew Carnegie (Steel).

At the turn of the 20th century the Rothschilds, not satisfied with the progress being made by their American operations, sent one of their top experts, Paul Moritz Warburg, over to New York to take direct charge of their assault upon the only true champion of individual liberty and prosperity -- the United States.

At a hearing of the House Committee on Banking and Currency in 1913, Warburg revealed that he was "a member of the banking firm of Kuhn, Loeb and Co. I came to this country in 1902, having been born and educated in the banking business in Hamburg, Germany, and studied banking in London and Paris, and have gone all around the world...."

(In the late 1800s, people didn't study banking in London and "all around the world" unless they had a special mission to perform!)

Early in 1907, Jacob Schiff, the Rothschild-owned boss of Kuhn, Loeb and Co., in a speech to the New York Chamber of Commerce, warned that "unless we have a Central Bank with adequate control of credit resources, this country is going to undergo the most severe and far reaching money panic in its history."

Shortly thereafter, the United States plunged into a well orchestrated monetary crisis that had all the earmarks of a skillfully planned Rothschild 'job.' The ensuing panic financially mined tens of thousands of innocent people across the country -- and made billions for the banking elite. The purpose for the 'crisis' was two-fold:

(1) To make a financial 'killing' for the Insiders, and
(2) To impress on all people the 'great need' for a central bank.

Paul Warburg told the Banking and Currency Committee: "In the Panic of 1907, the first suggestion I made was, 'let us have a national clearing house' [Central Bank]. The Aldrich Plan [for a Central Bank] contains many things that are simply fundamental rules of banking. Your aim must be the same...."

Digging deep into their bag of deceitful practices, the international bankers pulled off their greatest coup to date -- the creation of the privately owned Federal Reserve System, which placed control of the finances of the United States securely in the hands of the power-crazed money monopolists. Paul Warburg became the 'Fed's' first chairman!

It has been alleged that **Congressman Charles Lindbergh** put his finger firmly on the truth when it is proffered that he presumably stated, just after the **'Federal'** Reserve Act was passed by a depleted Congress on December 23, 1913: **"The Act establishes the most gigantic trust on earth. When the President [Wilson] signs this Bill, the invisible government of the monetary power will be legalized....The greatest crime of the ages is perpetrated by this banking and currency bill."** No wonder his son was kidnapped and killed.

united States of America

The several states (People) then got together and began to draw up guidelines for Federal Government. These were the Articles of Confederation. These Articles were ratified but were never truly perfected because there were factions between the wealthy of the new nation who still had economic and political ties with previous counterparts of the Crown in Britain. Some people wanted to be aligned with England. Their wealth and continued wealth were locked with English rule and commerce. Others wanted to be completely separate from England. Those who favored England found that there was too much opposition to be bound with England. As a result, those in favor of England, with the aid of English Bankers, did the next best thing for themselves. They pushed for a Constitution governed by Treaty instead of the Articles of Confederation to control the new Social Compact.

The Constitution was completed and established before the Articles of Confederation were brought forward in respect to Article VI of the newly finished Articles of Confederation. In 1789, the U.S. Constitution was adopted by several signatory people and thereafter their holdings became known as States. But a few (People) states (those being the true people, whom most are unaware of as referred to in the Social Compact as States, of the so-called Union [Marriage] of the States) wanted some protection from the new Social Compact federal system of representative agency government. It took another two years for the Bill of Rights to be added to the Social Compact known as the U.S. Constitution. This was to protect those People signatory to the Social Compact from their agency representations in government, the assumed ten miles square and the employees of that government. Never were all people ever invited to sign the Social Compact, but were sold on the assumption that the rights, privileges, and immunities applied to all people, which of course was an absolute lie (read H.G. Well's "The Outline of History" 3rd Edition Revised **[1921],** page 842, 3rd paragraph and continuing on page 843. Continue reading the first four **(4)** sentences of the first paragraph of page 843**).**

Notice that the title of this essay doesn't include the word "THE." Just as General Motors doesn't imply a plural number of motors, *United States* does not imply a plural number of states—there is nothing plural about the contemporary use of the term. *United States* is a singular proper noun, and correct usage does not include the antecedent definite article *the*. United states is a corporate trade name, like General Motors, and identifies a corporation, albeit federal and municipal, but a corporation nevertheless. Just as proper English doesn't include "*the* Canada, "*the* Finland, or "*the* Egypt", it likewise does not include "*the* United States." A far more accurate indicator would be *the* State of United States. We read of the "State of Great Britain" in the Declaration of Independence, and hear of the "State of Israel" in the news. The proper recital of the name "United States," identifies the for-profit, bankrupt, commercial enterprise in Washington, DC, presently managed by the receiver in bankruptcy, Secretary of the Treasury of Puerto Rico, a.k.a., Secretary of the Treasury. *The United States* is a slyly concocted fraud that plants in the mind the notion that its identity is merged with the states, when in fact it is foreign to the (People) states.

Note: While functionally speaking the Republic no longer operates since the fraudulent takeover by declared state of war (see *Trading with the Enemy Act*) after the bankruptcy,

this condition is artificial, de facto, and unlawful.

It is well established that "United States", a.k.a., US, U.S., USA, America, government, and federal government, et al is a corporation, originally incorporated February 21, 1871 under the name "District of Columbia," 16 Stat. 419 Chapter 62. It was reorganized June 11, 1878; as a bankrupt organization per House Joint Resolution 192 on June 5, 1933, Senate Report 93-549, and Executive Orders 6072, 6102, and 6246; a de facto (define de facto) government, originally the ten square mile tract ceded by Maryland and Virginia and comprising Washington D.C., plus the possessions, territories, forts, and arsenals.

> **UNITED STATES.** Means: **(A)** a federal corporation . . . **Title 28 USC Section 3002(5) Chapter 176.** It is clear that the *United States* . . . is a corporation . . . **534 FEDERAL SUPPLEMENT 724.** [emphasis added]
>
> **Note:** from 1776 to 1789 United States was a confederation and after 1789 it was a singular incorporated federal nation system.

The significance of this is that, as a corporation, the United States has authority to implement laws for "We the People of the United States" but no more authority to implement its laws against "All The People" than does MacDonald Corporations, except for one thing—the contracts we've signed as surety for our **"Straw-man"** with the United States through misrepresentation of, by, and for the Creditor Bankers. These contracts binding us together with the United States and the bankers, are actually not a party-in-interest with us, but with our artificial entity, acting as a transmitting utility, or as they term it, the office of **"person,"** which cleverly uses the same descriptive alphabetical denoted letters as the name given to the living breathing people, privately at birth, but with one difference - the form of identification changes the symbolic alphabetical spelling with ALL CAPITAL LETTERS.

THE UNITED STATES as a corporation, created in England, came under the jurisdiction of England. This entitled England to create laws as England saw fit to do, establish those laws in THE UNITED STATES and everyone who at that time was a 14th Amendment Citizen were subject to obey those laws. This also placed the Congress of THE UNITED STATES above that portion of what we think is the Constitution, not under the authority of the Constitution. **Copyrighted,** remember? The only Bill of Rights left at this point in 2009, is four Amendments -- 13th, 14th 15th, and 16th. That is all the Courts are required to take cognizance of when any people appear in their courts, excepting those people operating via International Public Order by way of the Supreme Law of the Land (Treaty) within the framework of any form of Social Compact (Kiyokura Okimura v. Acheson, 99 Fed Supp. 587 [D. of Hawaii](1951)).

The 1929 stock market crash and the Great Depression that followed placed the so-called American people in desperation, homelessness, poverty and even starvation. The minds of all people were focused on survival. They were then in a condition to accept any handout given by the government, no matter what the cost to their freedoms.
All people were drawn in as 14th Amendment Citizens by such misrepresentation through the 15th Article of Amendment to the U.S. Constitution and the registration of people's birth records and in return, handed certificates in exchange for this perfected consideration of the sole and

exclusive right to vote under the new social construct of Democracy. People were further enticed deeper into that system by volunteering for many other licenses and privileges given by the corporate U.S. government. We were also made enemies of agency, THE UNITED STATES. This act gave the agencies of the UNITED STATES authority, under the laws of war and as a captured alien people, to force anything on them as the corporation chose to create or deprive them of, whether for their benefit or not.

Then, in 1976, Congress removed any semblance of justice in their court system with Senate bill 94-201 and 94-381. From this point forward, the 'officers of the court' can construe and construct the laws to mean anything they choose them to mean. (See: Dyett v. Turner, 439 P. Rptrs. 266 **[1968];** and Utah v. Phillips, 540 P. Rptrs. 936 **[1975];** and Respublica v. Sweers 1 Dallas. 43)

As 14th Amendment **c**itizens, the people are not Citizens of the Social Compact known as the United States of America as we have always been taught to think. We are actually subjects via International Public Order to whatever jurisdiction which we are found in or reside in, unless we have otherwise emerged into some other political status freely determined to prove that we the people don't belong to such social construct, to whichever may claim an interest however defined or by whatever means shown to operate.

There is no law today except as relative to such fictions governed by copyrighted statutes, to be interpreted by 'judges' who construe and construct whatever they choose to have those private statutes mean.

We, as sovereigns irresponsibly continue to recognize the illegitimate Crown of England (and its Fiscal Agent the IMF) as PRINCIPLE of all the People on the soil whether referred to as the United States or by whatever derivative or variation thereof. In reality, the IMF was the Creditor of the UNITED STATES, a corporation, but NEVER you, lawfully or legally. The Creditor of the UNITED STATES designed invisible contracts to ensnare the sovereign people of Planet Earth as subjects. The Creditor of the UNITED STATES implemented the invisible contracts through apparent 'color of law' and the sovereigns irresponsibly agreed by way of the education received under misrepresentations. We, as the Sovereign Peoples of Earth, through the invisible contracts and our irresponsibility to reject the Creditors' (IMF) ideas, have been duped into voluntarily giving up our substance and energy to the private order of a few well orchestrated men by way of the mythical creations of corporations effecting our condition and present situation.

You'll find that there is a common thread woven throughout our entire history. That thread is commerce, the merchant, the money-changer (banks), the law merchant (i.e., the law of commerce), civil law and maritime law. This is not to say that commerce is bad. It does, however, say that commerce brings with it the laws of commerce. Wherever commerce goes, it brings laws that can bind people into slavery. This can happen only if the people agree with it, depending upon their condition of mind, either willingly, through misrepresentations or by mistake.

United States – US - U.S. – USA - U.S.A. - America- United States of America

Means: (**A**) a federal corporation . . . Title 28 USC Section 3002(15)(A) Chapter 176. It is clear that the United States . . . is a corporation . . . 534 FEDERAL SUPPLEMENT 724.

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The significance of this is that, as a corporation, the United States has no more authority to implement its laws against "We The People" of all walks of life, than does MacDonald Corporations, except for one thing -- the contracts we've signed as surety for our Straw-man with the United States and the Creditor Bankers. These contracts bind all people by misrepresentations together with the United States and the bankers are actually not valid with the true flesh and blood man or woman, but with our artificial entity, or as they term it "person," which appears to be us but is spelled with ALL CAPITAL LETTERS.

First, your birth certificate was voluntarily given by your mother through misrepresentations to the State "of" Corporations and then entered into the Commercial Registry for Registration, within the UNITED STATES, when you were born. This, in commerce, gave Title to your body by way of illicit constructive or other types of contracts. Now, all of us are members by mistake and/or misrepresentations, of the Babylonian system in every manner.

Next, the government created an artificial 'person', an organization, a fictitious entity, and what we call an artificial entity and/or "Straw-man." By and through an adhesion contract, the government then made you, the real man or woman, responsible for, fiduciary for and surety for that artificial entity. This is how your artificial entity secured the National debt and through it, you became a 14th Amendment citizen of the UNITED STATES.

All licenses and all existing contracts are made between the UNITED STATES or THE STATE OF (whatever state your "Straw-man" resides in) and your artificial entity. That fictitious entity binds you to the UNITED STATES because they have, through adhesion contracts, made you the real man or woman, fiduciary and responsible for that artificial entity and/or Straw-man. Of course, you voluntarily sign, and even request, all those contracts, don't you?, whether by misrepresentation, condition of mind, or mistake.

All of these contracts you sign carry with them your agreement to obey and uphold all the laws, rules and regulations passed by the Congress of the UNITED STATES CORPORATION and THE STATE OF… and will be enforced against you.

From that day forward, we could never own any property because the state now had possession

of it all. (In 1964, the state obtained title to our property.) We can only rent the homes that we believe we own. We only have a certificate of title to the car we think we own. The state owns the true title to our homes and to our cars, to everything we thought or think we own. You married the state through your marriage license and your children became wards of the state. All of this was pledged, including all the fruits of our future labor, to the bankers as security against the national debt and was placed in the possession of the Secretary of State of each state as an agent for the Trustee of the Bankruptcy - The U.S. Secretary of Treasury.

This was further tightened up when we applied for our Social Security number after 1935, by contract, which we hurriedly and voluntarily entered into when the Social Security Act was signed into law. Then, it was further solidified as we entered into additional contracts and applied for a variety of benefits and licenses – all voluntary affairs… without full disclosure!

States Lose Sovereignty

President Roosevelt then called all the governors into Washington D. C. for a conference. This was the beginning of all states losing the remainder of their sovereignty. It was not until **1944** that the corporate states lost all their power over the corporate United States with the Buck Act. With this Act, the states became, essentially, 14th Amendment Citizens as well. This completed the destruction of the corporate states having any power to protect against usurpation by the U.S. Government. The corporate states now were under the jurisdiction of Washington, D.C..

The adoption of the Uniform Commercial Code by all States in 1964 and a number of other like laws and Acts were incorporated into this nation. This made the Uniform Commercial Code the Supreme Law of the Land.

In 1976, Congress took away any semblance of law or justice left within our court system. All law today is now construed, constructed and made up by the judge as it happens before your very eyes.

The Military Social Construct known as the UNITED STATES, acting through the guise of the "United States in Congress Assembled," took away any control or authority we might have had over the court system. See **Senate Bill 94-204** which deals with their court system and **Senate Bill 94-381** dealing with Public Law. This has been well hidden from all of us.

Many of us who go going into court often wonder **why** and **how** the courts can simply override **their** laws, as we've cited those very laws within our paperwork. It's very simple - now that we know how **they** do it. **They** operate on **their** words "construe and construct."

A simple word such as **'in'** changed to **'at'** as in **'at law'** or **'in law'** has a totally separate meaning. For example: If you're in the river, you are wet, you can swim, etc., But if you're **'at'** the river, you might enjoy a refreshing picnic, play baseball or run races. See the difference a simple word can make? And, the attorneys often change this word when they answer your motions – in addition to many others.

You will be paid in dividends when you read the answers of attorneys to your paperwork. Compare what they claim **their** case law says to the actual case law itself. You'll discover that they have actually changed the words therein. This is illegal, you might say. No, not, according to the **Senate Bills** abovementioned.

You see, they can now construe and construct any law or statute to mean whatever they decide it means, for their benefit. You don't know any of this. You think they are railroading you in a kangaroo court. No, they are **'legal'** in what they do, according to the present social compact contract which they are bound to uphold. They usually follow the law to the letter - ***their*** **law -** private international law, the law of contract, which you know nothing about. This law is called contract law.

Contracts

Failure to understand the above and realize what law you are dealing with when you go into **their** court, will only lead to failure.

Even if you have filed your UCC-1 and have captured your Title and your artificial entity, this makes no difference in **their** courts. Why? **They** operate in total fiction, in the Land of Oz, in respect to any assumed standing which you may, by mistake, think otherwise. They can only recognize contracts. You are a real sentient being outside of **their** created social compact, contractually speaking. Whatever you file in **their** court, whether it is your **UCC-1** or use any of **their** perceived Law which is copyrighted, in the Administrative or Judicial power of **their** Original Jurisdiction inside of **their** established social compacts or otherwise, is all that is real, lawful, and credibly in truth to them. They do not recognize truth of any sort, other than by such compacts or the treaties between such social compacts. They only recognize fictions known as corporations, which they administer, and/or contract law governing social compacts and their corporations and such applicable treaties between them.

So, when you go into any court, be aware that it is their private copyrighted law, that the judge or the prosecutor can **'construe'** and **'construct'** that law in any fashion they choose. They call this practicing Law. It will always mean what they choose it to mean according to the present custom, usages, and practices of the day.

So, are **their** courts bound by the Constitution? Law? Statutes? No! **Their** Courts are bound by contracts only and the statutes used to enforce the contracts. When we use their statutes, Constitution, UCC, rules and regulations - all copyrighted without a license from the BAR - we are in violation of copyright infringement and punishment is mandatory.

There is **NO** Law in this illusionary Nation/State (read Norman Angell's **"The Great Illusion"** [1910] reprinted in 1933) under whatever form or name for which such is known – or the world for that matter – there is only contract law by which the private people (Sovereigns) treat with one another in the so-called Global Public Forum where commerce is concerned and is the Order of the Day, known as the International Public Order via Private International Law, between Sovereigns and/or their created social compacts and corporate constructs.

Summary

We can see throughout all walks of life in our collective history that Babylon, or however one wishes to refer historically to an oppressive system of whatever form any social compact of society takes, commerce and Merchant Law have followed wherever the **productive** people go.

The Bankers were waiting in the wings when the founding forefathers established a new social compact for themselves. It was only two years after the Constitution was enacted that the bankers threw them into bankruptcy. The newly founded government of the social compact moved over to the side under the assumed ten square mile jurisdiction **their** congress controlled.

In 1860, the Southern states walked out of Congress as stated earlier. This officially ended the lawful side of the Constitution under a Republican form of Government. Due to on-going breaches of the social compact by several of the beneficiaries, within several of the individual compact party member states constructs, and their abuse of the federal branches of the social compact designed to forbid such breaches, but instead, uphold the breaches to the social compact until the Union was reduced to chaos and eventually destroyed and replaced by a new form of Republic (see the Gettysburg address by the attorney, President Lincoln) not unlike the continued revamping of the 4 or 5 French Republics, historically, until the bankers had complete control of the social compact to their liking.

In 1871, the assumed ten square miles and its territories that congress controlled was incorporated in England. The Constitution was adopted as the by-laws of their corporation. This ended, completely, their previous Constitutional standing. The beneficiaries of the Original Signatories (You know, their **BLOOD** posterity) to the Social Compact no longer had a Constitution within the framework which their forefather's had created for their benefit by and through such agencies in Offices of Trust, Honor or Profit, could or would be bound or controlled to the beneficiaries' sole and express benefit.

THE UNITED STATES as a corporation, created in England by and through treaty, now came under the jurisdiction of England. This entitled England to create laws as England saw fit to do. England established those laws in THE UNITED STATES and everyone who at that time or would be by such misrepresentations as could be foisted upon the unsuspecting people, were and are 14th Amendment **c**itizens. They were and are subject to obey those laws however defined by their esquires (Attorneys). This also placed the Congress of THE UNITED STATES above that portion of what we think is the Constitution, not under the authority of the Constitution. Copyrighted, remember? The only **Bill** of Rights relative to all Walks of Life at that point in time were eradicated, via Martial Law, by four Articles of Amendment -- 13th, 14th 15th, and 16th. This is all the Courts are required to take cognizance of whenever you appear in their courts.

Next the Merchants of Babylon, the bankers, moved deeper into our nation by the establishment of the Federal Reserve Bank in 1913 and the IRS to collect the interest on their loans made to the UNITED STATES.

The 1929 stock market crash and the Great Depression that followed placed the people in

desperation, homelessness, poverty and even starvation. This orchestrated bankruptcy was not only local but was carried out repeatedly on a planetary scale. The minds of all people were orchestrated and forced to focus on survival. They were then in a condition to accept any handout (New Deal) given by the (New Order) government, no matter what the cost to their (Fair Deal) freedoms.

President Franklin Delano Roosevelt treasonously placed the beneficiaries' social compact trust entirely into socialism.

All walks of life were drawn in as 14th Amendment **c**itizens through the registration of our birth certificates. All walks of life were further enticed deeper into that system by volunteering for many other licenses and privileges without any consideration given by the government to reduce our Rights into privileges and then to be reduced to paying fees for the exercising of such privileges which could be taken by the State for whatever reason it deems necessary. All walks of life were also made enemies of THE UNITED STATES. This act gave the UNITED STATES authority, under the laws of war and as an alien captured people, to force anything upon us they choose to create unless one emerges as discussed above.

Thereafter, all walks of life sank further into socialistic communism. If you read the ten planks of communism (the Communistic Manifesto), you'll discover that this nation has fulfilled every plank successfully. We are a Communistic Nation, period.

Then, in 1976, Congress removed any semblance of justice in our court system with **Senate bill 94-201 and 94-381** as stated on page **25**. From this point forward, the 'officers of the court' can construe and construct the laws to mean anything they choose them to mean.

As 14th Amendment **c**itizens, we the people are not **c**itizens of **their** social compact like we have always been taught to think. We are actually, each and every one of us, a Sovereign of Planet Earth, through the Unalienable Birthrights to which the laws Nature and Nature's Creator entitled us.

Today, as in ancient Babylon, various walks of life have idols of worship, of which money, i.e. Federal Reserve Notes, represent such as graven images created by people. Both represent a fiction of construed value, for whatever reason any market would bear, based upon conditions of supply and demand. The value established is whatever is given accordingly, relative to anyone's particular inordinate affection of such idols.

Today law has become a fiction of corporate copyrighted statutes, to be interpreted by 'judges' who construe and construct whatever they choose to have those statutes mean.

Do you now have a different viewpoint on where you actually are now from where you thought you were before reading this manual?

Demonstrate to those of like or kindred spirits the difference between where you were, or thought you were, when you began reading this manual and where you now know you are in

terms of your political, citizen and legal standing within the social construct known as the UNITED STATES.

Now, The Rest of the Story Of the Term "Titles of Nobility"

The Hierarchy of Authority, from the Sovereign man/woman, to their family, has ever existed on any other presumed authority relative to any particular one or another outside of contract, to anyone in the family with respect to any neighborhood, or in any townships, or in any counties, or in any states, or in any country, and finally to any other type of social construct purporting to exist upon this planet or otherwise. Because all such constructs are fictions of the mind in relationship to the flesh and blood, the True Sovereigns of Authority, existing on Planet Earth. Therefore, the divine "Structure of the Family," is the only true source of Sovereignty outside of the Supreme Creator of all Creation. Now that you know the hierarchy of authority that is mapped out as above, is everything running like the above line of command in today's multiple societies or constructs by which the various forms of social compacts exist anywhere? Not quite! You see, the foreign bankers knew they could not control Sovereign's with THIS system. So they decided to design a fictional system, which "looks" like the real thing - but really is not.

The first thing that was done was to make an entity which looked and sounded like the forms of government to which the people of earth were familiar with such as the federal republic entitled "united States of America." Notice that the "u" in united is a small u - that's because it is an adjective, describing the States (noun) of America. What if one capitalized the "U", as in United States? This would be a name, a "title" wouldn't it? So, now we have a "title" for the republic which was incorporated in England in 1871 as an English corporation. So does this mean we are being ruled by a private, foreign operated corporation – NOT a government? Has this happened to most other such governments on Planet Earth? You Bet!

In **1944,** the **Buck Act** (**Title 4, U.S.C. 104-116**) took the sovereignty away from the compact party states so that the enfranchised states could also have a "title" as in "The State of Arizona." Next came the counties and municipalities - each had their own corporations, which usurped the organic government of the Trust organically established. What the beneficiaries had then become were an inverse relationship to the original organic republican form of government as handed to them by **their** forefathers.

All right, let's go back to history. Let's assume and presume what most people in the year 1788 (January 1) did about the United States as a government – that it was in default to the Crown of England to the tune of 18 million Lira, plus interest. Then, as a direct and proximate result, the U.S. corporate government was bankrupt in their private capacity from the start of the Constitution. Now, the debt had to be paid for a period of 70 years. After a period of 70 years, if the Bible is res judicata and stare decisis, the Creator said the people and their social constructs can come out of bankruptcy with their Creditors (England) on **December 31, 1858.** And let's say, as an operation of law, at that time some notice was given to the nation that may have gone something like this: "Excuse me, do you people really want to leave Babylon and have your liberty back now, or would you *prefer* to maintain the Crown of England as your master and serve him faithfully?" Or something along those lines. Look at **Leviticus 3:17**, which says that

"If you love your master and your period of service is up, you can go to the judges, recite the fact that you love your master and you don't want to leave him." You can choose to serve him for the rest of your life by placing yourself into voluntary servitude.

After December 31, 1858, did the Crown of England, through its attorney agents, give notice to the country, "Hey, you guys want to leave (Britain) Babylon and go back to the original jurisdiction which your forefathers established for your benefit? Or, do you want to have your government remain under us?" Now, remember, this could have only pertained to the posterity of the Original signatories to the social compact. The rest of the people walking around have never emerged into any form of social compact to establish their political status according to International Public Order. Thereby, they are considered subjects of the jurisdiction for which they are either found in or reside in or otherwise.

Apparently, the Southern States did not wish to remain under slavery and walked out of Representative United States in Congress Assembled.

Evidently what happened is, the other people to which the social compact applied, failed to give Notice of Lawful Protest. This was their acquiescent divine right to vote to remain in Britain (Babylon) under the Crown of England with continuing debt, plus a reorganization of government. Thus, having failed to do so, they remained under the new law forum because the old law forum to which they were entitled to, i.e., liberty and freedom, was abdicated. The Southern members of the social compact party states walked out, ending the public side of the Constitution. They wanted nothing to do with continued servitude and so noticed the representative agency Congress of the Union and the other various governments concerned (Britain). The people did not want foreign ownership or intrigue in their local politics to over-ride their own governmental structures of self-government. The compact party members of the Northern states did not protest in any manner because they were busy fighting the Civil War, which was foisted upon them through misrepresentation and intrigue by these same foreign agents. Therefore, at the end of such conflict, they were handed a new law forum to which all northern people volunteered into. This was to go on for another 70 years of captivity and subjected their fellow southern brethren to the social compact in like kind to perpetual slavery and/or involuntary servitude without their freewill consent, into the new forum by force of arms. Nothing settled by force is ever settled at all. Free will is the true test of Life, Liberty and the Pursuit of Happiness and any time force is used to hold any condition or Union together, other than to cast such condition out to keep the peace, for breach of contract is illegal and immoral. Any other form of choice is no choice at all. It is an affront against the Divine Creator's Will of Liberty granted to each and every living Man and Women.

Original Jurisdiction

You may use several law dictionaries to look up meanings for law and legal terms. It depends on the author and publisher as to which law forum they publish. If you read ***"Black's Law Dictionary"*** you're going to get one opinion of one point of view. If you're reading ***Bouvier's*** or ***Ballentine's*** you might be getting another point of view. This is inserted here because Black's Law Dictionary came out shortly after this new Constitution was formed in 1887.

Black's Law Dictionary was first published in 1891. That was 20 years, a time of prescription, after the corporate United States came into full force and effect by the Act of February 21, 1871. What does Black's Law Dictionary define? It defines the terms, the legal meanings of words, as they apply to the bifurcated United States Corporation. Roughly every 20 years there has been a new edition of Black's because every 20 year period in use -- is in the bifurcation -- . If anyone failed to give a Notice of Lawful Protest, they would go on to the next stage and say, "Let's change it again to see if we can go a little further, and we'll see if anybody protests this." So as you go through any such 20 year segments, 1871,1891, 1911, 1931, 1951, 1971, 1991, you get different definitions within Black's Law Dictionary.

Remember, bifurcated means separated. The newly incorporated United States is separated from the original jurisdiction (even separated entirely from the Constitution) of the Republican form of Government as established by the U.S. Constitution. Remember that the original Constitution came in with the fact that it contains both the private side and public side, appertaining to the residual sovereignty of the original Signatories. This was passed by hereditary birthrights by way of such reservations, limitations, and restrictions (i.e., Article VI and the attendant Articles of Amendment) within the compact over their creation to which their posterity received (beneficiaries) by contract through the Trust Indenture (Constitution) creating the Social Compact (see Preamble to the Constitution).

The private side of government can never be changed. The private side of government is based upon the Laws of Nature and Nature's Creator, and those laws never change. So the Public side of government, which we call General Jurisdiction, is different from Original Jurisdiction. **Their** Original Jurisdiction is based on the Laws of Nature and Nature's Creator which are the powers assumed by peoples acquiring by such declarations, their separate and equal station, and establishing the forms of original jurisdictions of government by social compact to secure the peace, safety and happiness for themselves and their posterity. The Laws of Nature that Nature's Creator entitles them to can never change. Only the forms which people use to implement the reasons for which they create any society (i.e., for their benefit), to secure the peace, safety, and the pursuit of happiness according to the dictates of their beliefs, customs, and practices of such, not only for themselves but for their posterity, can change. Could you amend the Original Jurisdiction? Why would you amend the social compact to change that which never changes**?**

Unless you intend to change the very structure of society of the social compact as a whole, to which the original jurisdiction was created, to protect and pass such protections by birthright to the posterity by the **Will** of the **Creators** through **their Testament** (Constitution) thereto, there is no reason to do so. To do so, would be diametrically opposed to the dialectical Will and Testament (lex scripta) of the **Creators** of such social compact, leading to a rebellious war with the Laws of Nature and Nature's Creator's established Pillars of Universal Law via which any and all such social compacts was justly created. To ignore the intent and purposes of the **Creators** of such social compacts would bring about utter Chaos. A breach of the **Peace** of the **International Public Order** to which any other Original Jurisdictions have come to rely upon to maintain the **General Order** of the **Public Arena** between them in relation to **their** intercourse, to which such treaties are established, to secure the blessings of the variety of such societies in creation, as those so created and governed by the Pillars of Universal Law is a treason against

each and every Walk of Life on Planet Earth**.** Such actions, which tend to create chaos, tend to arise from the disrespect of one's ancestors and their refusal to learn the lessons of their predecessors. So Original Jurisdiction is and always remains exactly what it is. It never changes**!** Only from time to time does the situation arise out of necessity to ordain new constructs for the purposes so delineated ut supra. What is the law? The law never changes, it is the same yesterday, today and tomorrow.

CONTRACT[.] Contract is governed by the Doctrine of Four Corners or that which is expressed in terms on some form of medium as to be an accepted custom and practice as lex scripta and, in vary rare circumstances with exacting evidence to support such, is by such custom and practices recognized as a Maxim of Law so well known for it to be unnecessary to put it in written formality, thus becoming known as lex non scripta by such general acceptance or general acquiescence. This definition of contract is derived from the principles of the **"Doctrines of the Maxims of Law"** that have been developed down through the millennium of jurisprudence of Mankind guided by the **"Divine Spirit of Truth"** as recognized by not just one society, but which each and every one of these societies are founded upon. These are the same **Maxims**, which we have referred to as the Supreme Creator's **"Pillars of Universal Laws."**

Now, we move to the public side of any social compact. What is this side, the side that is amended from time to time but does not change in respect to intent? That is the public administration side of the various social compacts and/or their respective agency side of these governing compacts. Is the public government law? Yes. This Law affects and controls anyone who is a signatory to some over-lying (above the Constitutional compact) contract conditioned upon the ability to create such agency relationship, arising from the social compacts respective thereto, and to whom such agencies are to be bound within any administrative manner, relative thereto, and further, in relationship to their consideration given for performance of certain conditions governed thereby, concerning any such over-lying (treaty) contract.

Furthermore, it is contract which establishes and governs any means to create internal and external management, policies and procedures (such as venues, forums and/or jurisdictions), rules and/or regulations thereby which to inform parties to whom such concerns or however **their** Law is known as it may apply or not and to whomever, to help determine their use and **their** procedure applying to **their** assets and **their** property belonging to their private and any corporate side of **their** public side of government, created to give Order within **their** Social Compact, relative to any foreign exchange from the public side of government to the private side of government.

Just think for a minute. Does a private owner of a business or property have any political right to make his own rules, regulations and "law" for use of his own property? Yes, he does. That is exactly what **their** statutes, regulations and rules are. They are internal management, policies, and procedures. They deal with **their** property and assets of **their** private side of **their** government in relationship to any agency public side of **their** government.

In 1871, did **"All Walks of Life"** not signatory to any other such social compact fall under **their** incorporated jurisdiction of **their** private government? **Yes** and **No.** Only those who lived in **their** City of Washington, **their** District of Columbia, and/or **their** United States and its

territories and any and all registered voters (14th Amendment slaves [citizen]) pursuant to **their** 15th Article of Amendment. Now on to the second part of this answer, **No!** Due to the fact, that **All Walks of Life** have a choice to emerge into any other political status freely determined by that People to proclaim their separate and equal station, and assume among the powers of Earth, their separate and equal station to which Nature's Law and Nature's Creator entitle them within the framework of the **International Public Order.**

The particular conflict known as the Civil War between the Several States of the Union did not touch upon **"All Walks of Life."** What **All Walks of Life** within any locale of that, or any other conflict, continually educates others to believe is that those of the Social Compact (those who formed and/or presently administer any such Social Compact) are serving all interests. In fact, such compact party members thereof are simply carrying out **their** design of action for **their** own private reasons and gain. By controlling **their** centers of education relative from childhood throughout adulthood, members of such social compacts continue to teach others outside of such compact that there was/is some duty owed or allegiance given on the part of those of the various **Walks of Life**. But, for all intents and purposes, in realty such **Walks of Life** do not owe either - bearing in mind that they are neither a party signatory to such social compact or directly related by blood as one of **their** posterity thereof. Therefore, such **Walks of Life** have little or nothing whatsoever to do with a Social Compact known as the Several States of the Union, commonly referred to as the United States of America, not unlike so many others before them who had been so enticed, appertaining to others outside such social compacts (those not signatory or related by blood to those signatory to the compact) and drawn into conflicts then at hand or otherwise. This type of education upon all **Walks of Life** help firm up positions from either side of any conflict for the particular parties' own private reasons, whether or not those reasons were just in any eyes of those foreign or otherwise to **their** compact or not. Through such misrepresentations and conditioning of the minds of those foreign to **their** social compact, were **their** members to **their** compact successful at controlling the outcome of that particular conflict or otherwise from the outset. From an assumed and definite presumed authority, that those outside **their** compact believed as educated by member agencies of the various social compacts truly had or have any rightful authority to do so upon a vast populous. This same type of educational program continues to perpetrate the same mindset to keep all **Walks of Life** under various forms of control to this very day. They will continue to do so with **their** same tools of misrepresentations and false education. Whenever any such conflict arises, in respect to the needs of **their** members of **their** Social Compacts, all the Sovereign Peoples of Earth shall remain fodder for these compacts until these Sovereign People become aware of the Supreme Law (Treaty) and how to use Private International Law within the International Public Order (for which all social compacts are founded upon) for **their** benefit for those who choose or wish to emerge into any other political status for whatever various reasons, into a social compact for **their** own safety, liberty, and pursuit of happiness. Rather than to continue to exist for **others** who have done so for whatever private reason. Those **Walks of Life** who continue to **refuse** to emerge into whatever form of compact for **their** benefit will always be at the mercy of those who have **[.] Without exception.**

Returning now to further comment upon the original private corporate government back in 1789, appertaining to the social compact known as the United States, this social compact was established on certain principles and rules. But, as we've seen, it went through a bankruptcy

almost right away, and with each stage of **their** bankruptcy there was reorganization. Reorganization creates a new set of circumstances, and probably a new set of creditors and/or masters with rules to discharge **their** old bankruptcy. Roughly every 20 years you have a re-organization, you get different changes in the rules and regulations, and it just goes on and on. As the proprietors and creditors of **their** private law forum, it goes into worse and worse bankruptcy, creating tighter and tighter rules in order to raise revenue to keep things going, and that is what you see today.

Look at the back of one of your so-called bills. Do you see an Egyptian pyramid? This is the symbol and logo of the U.S. Treasury! Have you observed the architecture of Washington D.C. with its Egyptian monoliths, columns, stairways and Corinth's? What are the colors of Egypt? - Red, white, and blue. What is the symbol of Egypt - the FIVE pointed star. Egypt means hemmed in or **"boxed"** in - District of Columbia is assumed to be a ten miles **"square."** The District (UNITED STATES) of Columbia was started by the Illuminati, a Masonic group that originated in, yes – Egypt! What do you think the Illuminati call the UNITED STATES? You guessed it – New Egypt! If you are noticing any similarities here, feel free to discuss them with others among those who seek the truth of history, locally or otherwise.

AMERICA, THE LAND OF THE FREE (?)

Indentured servants in Europe were frequently offered the option to go to a mass of land known as America and work off their assumed debt to those they owed money (and sometimes their life). Many took the gamble and found that they were able to pay off their debts much easier and faster in the land of opportunity than they could have by staying in Europe.

UNITED STATES, THE CORPORATION

In 1871, the United States incorporated in England, as was stated earlier, and therefore became an English corporation under the rule of the Crown (Rothchild). As you will see, corporations are not governments. They can only rule by contracts through corporate copyrighted policy. How can a corporation have authority over you? Only by and within the framework and Four-Corners Doctrine of Contract Law!

State: (as defined in 28 USC ss 1331 C&D)

Define the following words in a standard dictionary including derivations: corporation, law, legal, lie, color of law, rights, benefit, certificate, application, attorney, represent, organization, organ, work, policy, copyright, private.

Define the following words/phrases in a Black's dictionary: color of law, represent, rights, benefit, privilege, corporation, artificial entity, person, body, individual, citizen, intern, revenue, internal revenue, bankruptcy, resident, occupant, dweller, habitant, reside, indicia, address, taxpayer, debtor.
NOTE: I could note my own observations. But this would only eliminate, on your part, the task of self-education. So please take the time to educate yourself and not continually rely upon

others to speak for you or explain what they have learned and for which you have failed to take the time to delve out for yourself, so that the knowledge you received by and through repetitious study becomes a tool of wisdom for each and every one of you who reads this manual.

UNITED STATES AND THE SECURED PARTY

Due to the immediate bankruptcy since **their** revolutionary war, **their** UNITED STATES has been under many bankruptcy re-organizations. There are only two groups of people in this situation that we have today - the creditors and the debtors. **Their** creditor is also called a Secured Party because **his interest is secured** and not able to be taken away by any debtor.

Who gave any **"consideration"** to make the Federal Reserve Notes, Bills, and Bonds otherwise known in today's commerce as currency or **"legal tender?"**

The **73rd Congress of March 9, 1933** said:

> **"I**t (the new currency) will be worth 100 cents on the dollar and will represent the **credit** of **their** nation. It will represent a mortgage on all the homes and the property **of the people** of the nation**."**

If UNITED STATES received the benefit of the credit that all **Walks of Life** extended to them - does that make them the **DEBTOR** or the **CREDITOR**? UNITED STATES employees even know who you are - a **CREDITOR!!!** So isn't it time we started acting like the **Creditor** we truly are?

WHAT IS THE UNITED STATES

More Forbidden History

Based on the comments and behavior of people all over North America, as it is known, the United States, Inc. is revered (dare we say worshiped) unlike any other corporation on the soil in the Western Hemisphere of planet Earth, commonly referred to as America. The reasons for this are many, but few of them have to do with anything remotely dealing with truth and reality. The majority of those who call themselves, unwittingly, "Americans," know very little about any real history of the United States, including the nature of the incident that sparked the War for Independence and the true outcome of that war. As you will discover below, it was not about the tax on tea. Our heads are filled with revisionist history by the members of the social compact that control the centers of public education; within or around the locale of the social compact known as the United States. We have continually been redacted to encourage worship, adoration, and subservience to government authority. All **their** school teachers out there who have ever tried to deviate from the "accepted" instructional materials in **their** controlled government schools, know what I mean—if you didn't toe the line you were forced into retirement.

What would you think if your friends and neighbors started a cult following after McDonalds Corporation? What if on every anniversary since the founding of McDonalds, they gathered together to have a barbecue and shoot off fireworks because they thought that Big Macs set them free; or took special days off during the year to celebrate Ronald McDonald's birthday and carved busts of Ronald at Mount Rushmore to honor him? They would fly the McDonalds corporate flag outside their homes and paste stickers of the flag on their vehicles. What if every time Executives for McDonalds ran for office, and sent in campaign contributions for their favorite candidate? Periodically they might even call on the officers of the corporation to solve problems that they were experiencing in their daily lives.

Whereas this sounds sacrilegious, absurd, and may even appear to stretch the bounds of making an appropriate analogy, it is no less valid or logical. In fact, if it weren't for certain unrevealed contracts, and a whole lot of *brain washing*, United States Inc., would have no more influence, power, or jurisdiction over you than McDonalds, IBM, General Motors, or for that matter, any other corporation. America has been under an evolving military occupation since 1871. The flag that is flown around the so-called nation in public places, and by people who celebrate the occupation, is the war flag of United States. If there were such a thing as a Peace-time flag, it is presumed that it would be a neutral, white banner/flag and no other - such as the type of flag that is commonly referred to as a **"Truce Flag."**

Notice that the title of this essay doesn't include the word **"THE."** Just as General Motors doesn't imply a plural number of motors, *United States* does not imply a plural number of states—there is nothing plural about the contemporary use of the term. *United States* is a singular proper noun, and correct usage does not include the antecedent definite article *the*. United states is a corporate trade name, like General Motors, and identifies a corporation, albeit federal and municipal, but a corporation nevertheless. Just as proper English doesn't include "*the* Canada, "*the* Finland, or "*the* Egypt", it likewise does not include "*the* United States." A far more

accurate indicator would be *the* State of United States. We read of the "State of Great Britain" in the Declaration of Independence. We hear of the "State of Israel" in the news. The proper recital of the name "United States," identifies the for-profit, bankrupt, commercial enterprise in Washington, DC, presently managed by the receiver in bankruptcy, Secretary of the Treasury of Puerto Rico, a.k.a., Secretary of the Treasury. *The United States* is a slyly concocted solecism (a violation of grammatical rules or of the approved idiomatic usage of language) that plants in the mind the notion that its identity is merged with the states, when in fact it is foreign to the Compact Party States.

To fully answer the question: ***What is the United States*,** it's forbidden history and the very presumption for supporting it—that we are free, must first be examined. We will forego our opinions for the moment, and examine the record. If you sincerely believe that you are free from bondage (because you can't see, hear, taste, smell or touch it), you will understand after completing this reading that your awareness of this possibility is not a necessary condition for its existence. Contrary to popular opinion, all that those who fought and died for in the War for Independence was rendered null and void just a few short years after the battle ended. The British Soldiers were recalled, but the Bankers were not. The so-called United States is but a tool—a Trojan horse, if you will (and you are the subject of those who control it), for the Money Kings (the Ancient Money-Changers of Modern-day Money Mechanics).

As a backdrop to the so-called American Revolution, here is a brief overview of the economic forces that were being unleashed in Britain around the time of the revolution. It provides important background and insight for you to understand that the Money Kings use everyone and everything as pawns, including governments, in a world game of Monopoly. They never operate out in the light of day. They prefer anonymity—you can only know them through their agents and **their** state apparatus of **their** countries they control**[.]** The following nine paragraphs examine their methods of operation (modus operandi) and the strategies behind them. The economic juggernaut these Money Kings set in motion toppled everything in its wake, including the fledgling new republic. Ask yourself while you read them, do you see evidence of these same practices operating in your world today?

The Money Power of the World entered upon a new and grander era of development when steam was applied to manufactures. In 1774, Mr. Watt perfected the steam engine. This new servant of man, mightier than the Genii of oriental fable, was at once set to work propelling manufactures. The power loom, the spinning Jenny and the cotton gin were soon afterward invented, giving a great impulse to the steam manufacturing industry.

The conditions of the time threw steam manufactures entirely into the hands of the London Money Power. Great Britain was the only country in Europe which had coal and iron for steam purposes. The capitalists of the East India Company were the only people in the world with capital to engage in the new industry. The great trading companies of other countries had been broken down by British conquests. Enriched by the trade of the Orient and the Tropics, these London capitalists at once seized the opportunity events offered them (chance serves a prepared mind) and embarked energetically in steam manufactures.

The East India Company, as such, did not engage in these manufactures. All the stockholders

would not wish to invest in them: so large a corporation would be unwieldy; the immensity of the monopoly might excite alarm and provoke opposition. It would serve them better to operate through smaller corporations. A few capitalists might hold the stock of a great number of them without exciting jealousy and their management would be quiet and easy. The different corporations were like the regiments of an army: it was easy to form them into brigades, and divisions, and army corps, in order to give them the compact solidity of a grand military organization. It had the flexibility of individual enterprise, and the solidity of despotism. The Money Kings adopted the policy of single corporate companies for each special enterprise.

They built manufactories of all kinds: they started iron mills, woolen mills and cotton mills. Manufactures of all kinds sprung up everywhere. The Money Kings organized new joint stock corporations, which built mills and manufactories. New companies operated mines of coal and iron, as Commerce energetically expanded through manufactures wrought by steam power. They organized new companies, which built vessels to plow the waters of every ocean, and built new warehouses. They established new trading stations all over the earth.

Commerce had languished in previous ages because the Earth's Temperate zone did not have sufficiently cheap products suited to tropical demand to offer in exchange for tropical productions. Steam manufactures opened up a new commercial era. They greatly stimulated tropical production, by offering manufactures in those markets. They also greatly stimulated industry in the Temperate zone. In all the countries of the Temperate zone, the demand for the manufactures of Britain was far beyond the ability to pay for them with exports.

The first effect of this state of things was a wave of excitement that swept over Great Britain. An industrial boom was started. Everybody had money invested in the stock of manufacturing companies, shipping companies, trading companies. The Money Kings took care to have the majority of stock: outside companies for steam manufactures they knew they could devour at their leisure. The grand Money Kings had such advantages in their immense capital and in their perfect organization, that in commercial crises, often originated and always manipulated by them, they managed systematically to break down rival companies and buy them out. They robbed and plundered the minority stockholders. In the end, these organized capitalists got into their own hands, and for a pittance of the true value, all, or the greater part of, the stock of the various companies, manufacturing, mercantile and shipping, that originated in steam manufactures. They thus reduced to a system and a science the art of crushing rival companies and freezing out minority stockholders. Their whole career was a systematic course of treachery, fraud and plunder, without a parallel in history. They advanced step by step, always causing a boom in every new enterprise that enlisted much outside capital, always managing to operate within seasons of business disaster. They lost a few hundred thousand by falling prices, a loss which they were abundantly able to stand, while making many millions by obtaining cheaply the stock of broken corporations and the stock sold by minority stockholders.

Dealing in futures in Boards of Trade, was then started on a grand scale. This system originated for the purpose of enabling large capitalists to force stocks up or down as they chose, by dint of capital, without any regard to the actual value—the most satanic engine of trickery, fraud and oppression ever devised to enable the strong to plunder the weak. It is the drag net with which the Money Kings destroy multitudes of men of small means. Like the fisherman takes fish in his

sea, they are fishermen and the rest of mankind is **their** prey. They are always seeking after spoil. They are always dragging their net for the destruction of the unwary.

But aside from this plunder of the weak and the trusting, the regular profits of the new age of industry were very large. In every social construct or compact of the Temperate zone, the ongoing demand for British manufactures was much greater than could be paid for by exports. The difference in the balance of trade was always systematically arranged by lending money on mortgage for that amount, or by spending the amount of the deficit in starting some business enterprise in that locale of so-called country. In this way, the adverse balance of trade was not felt by the economic community of the locality falling behind. It bought all it wanted, and the adverse balance of trade actually made times better; for it caused the profits of the Money Kings to be invested in the so-called country, stimulating business into activity. The disadvantage was the business investment did not belong to the so-called nation, but to the Money Kings: and the prosperity it caused was not national prosperity, but was the bloated gains of the Money Kings.

The regular method of the Money Kings for the last hundred years has been to start new manufactures, new shipping companies, new trading companies; gather in all the outside capital possible; freeze out minority stockholders; and throttle outside corporations. This effectively indebted all nations to them. First, they would make parasitic investments equal to the amount of the deficit of the balance of trade. This was done by putting in the profits derived from the East India Company. Then, after investing these profits, they would continually reinvest any future profits of *all* their enterprises in *each and every country* until their investments accumulated like rolling balls of snow, to at last become an avalanche under which to bury the prosperity of the world.

Rise of the Money Kings

THE WAR FOR INDEPENDENCE

Approximately 3 percent of the confederate population participated in one of the bloodiest wars in history and allegedly won their independence. They understood the historical roots of war, injustice and oppression because they experienced it first-hand—knowledge, which has since been lost to posterity. The victor's history books do indeed leave out much truth and lied about much of the rest to justify the outcome and to control the future labor pool to the victor's wants and needs within such conquered areas.

The primary reason for the War for Independence was not "taxation without representation," but the *forced payment of taxes to the King in gold instead of paper money.* America was flourishing by using her own "fiat money" system based only on production, not a gold-based system that could be manipulated by the King. The King could not "control" the fiat money system and therefore passed a law requiring that taxes be paid in gold only. The King had most of the gold—the colonies had little, so unemployment ensued. The embittered colonists cried for war. Benjamin Franklin put it this way, "The colonies would have gladly born the little tax on tea, and other matters, had it not been that England took away from the colonies their money." Prior to the Revolutionary War (1774), The Times of London said this regarding fiat money in America:

"If this mischievous financial policy, which has its origins in North America, shall become endurrated down to a fixture, then that government will furnish its own money without cost. It will pay off debts and be without debt. It will have all the money necessary to carry on its commerce. It will become prosperous without precedent in the history of the world. The brains and the wealth of all the countries will go to North America. That country must be destroyed or it will destroy every Monarchy on the globe."

The truth is that the Revolution failed. You might say that we won a military victory over the most powerful military force on the planet at the time. However, reading the Treaty of Paris (signed the Winter of 1782) it becomes clear that we were not exactly negotiating as equals.

We had won the recall of British troops but not the bankers. Even though we are taught that we won our independence from England, we actually were able to remain free from the international bankers for only a few years at the close of the presidency of Andrew Jackson. The most visible of the power structure was the East India Company owned by the bankers and the Crown in London, England. This was an entirely private enterprise whose flag was adopted by Queen Elizabeth in 1600—thirteen red and white horizontal stripes with a blue rectangle in its upper left-hand corner. All debts owed before the war were to be collected by the foreign creditors, (i.e., trading companies) by and through the Customhouses run by these trading companies. The practice goes on to this very day throughout the planet. Various Customhouses of the many so-called countries fall directly under the control of foreign agents to ensure the payment and service of the past and present debts.

WHO WAS BEHIND THE CONSTITUTION

When the creditors of the new social compact of the so-called "The United States of America" as a nation/state found the *Articles of Confederation* to be inadequate to exact payment from their young debtor, the Constitution was written. This document put into operation the Treaty of Paris and those on-going amendments thereto. It was supported by the bankers through their associates, to increase their control over the social compact known as "The United States of America." Had the Articles of Confederation been completed and adopted, instead of the Constitution, the bankers would have had far less control over the signatories to the social compact or to their posterity in the future.

Any Constitution must have some prior reference to establish its foundation. The authority for the so-called American Constitution is alleged to be based upon the Bible; the Magna Charta, signed in 1215 by King John; the Petition of Rights, granted by King Charles I in 1628; the English Bill of Rights, granted by William and Mary in 1689; the right of habeas corpus, granted by King Charles II, and the Articles of Confederation, 1781. And accordingly, any and every Constitution thereafter must have an enabling clause. From this point onward, no Constitution may diminish, in any manner, those rights already established in the above six documents relative to the social compact to which it referred and to whom such was created by or for, other than by such powers, as enumerated for such causes, as might be demonstrated. The

beneficiaries thereof, may and of right, collectively establish according to principles by which any previous social compact was established to begin with may reinstitute new safeguards for their freedom, liberty, and pursuit of happiness for themselves and their posterity, laying its foundations upon such principles as they shall see fit to secure these benefits unto themselves.

The Declaration of Independence declared universally to a candid world that all people were sovereign under the Creator's Natural Law when they took upon themselves the Mantle of Sovereignty, singularly, jointly, and severally, and assumed among the powers of Earth their separate and equal station to which the Laws of Nature and Nature's Creator entitle them. These Sovereign People of the various **E'States** of Planet Earth, created their separate and equal State body corporate governments for the protection of their rights in a Union (Marriage) of the Several States, to better serve these ends for themselves and their posterity. These endeavors in Union, sought foreign Alliance to better firm up their collective relationship to the various social compacts of the time in the interest of good will and peace within the International Public Order of the day. They delegated certain authority from the people's powers (those signatory to the founding documents creating the social compact) by and through the several State Constitutions in order that the three branches of agency government could properly carry out the dictates outlined in the State Constitutions to protect their rights in relation to foreign exchange that might arise from time to time by the formality of treaty.

The so-called American Constitution created a new structure of central agency government that was established on a much higher plane than either the parliamentary system or the confederation of states when delegating agency powers for foreign purposes as delineated by the social compact to govern such agency power. It was a people's "Constitutional republic," where a certain amount of power was reserved to the states and a certain amount was delegated to the federal agency government. The so-called agency United States, by way of the United States in Congress Assembled, has certain powers delegated by the Constitution. So far as the several States party to the Constitution are concerned, the United States may not exercise power that is not delegated by the Constitution. All power not delegated to the United States by the Constitution is reserved to the several States within their respective territorial borders—or, to the (signatory and/or their posterity currently living) people.

BRITISH SUBVERSION, BANKS, AND TREASON

Even though the Treaty of Paris allegedly ended the open Revolutionary War in 1783, it did not covertly stop the Crown and their Money Kings from subverting the newly found political structure by whatever means possible. Simply put, the fact of the continuing existence of the social compact as it was designed threatened the Monarchies and Money Kings where it hurt most: financially, by a collective of Sovereign People by and through their State body corporate governments and central agency government. It effectively severed the nexus third party attachment, if properly attended with respect to the Sovereign People behind the Veil of the Corporation so established. But, where in history have any people kept eternal vigilance, either of themselves or for their posterity or their posterity when times are easy, after the sacrifice and success of their forefathers? The Sovereign People (forefathers of the social compact) had paid

close attention to how the Crown and Money Kings had used corporations to plunder the people and hidden itself behind this veil to limit the Money Kings' and Crown's liability arising via tort. This was because of the Money Kings and Crowns avarice desire to rule all walks of life, whether such people fell within the moral jurisdiction of the Crowns or not. The forefathers who created the social compact known as "The United States of America" in turn reversed the use of corporations to protect themselves and their posterity from the Crown to their benefit. The so-called United States stood as a heroic role model for a short time, for other weaker social compacts around the planet, which inspired them to also struggle against oppressive Money Kings and Monarchies, etc. The French Revolution (1789-1799) and the Polish Uprising (1794) were, in part, encouraged by the so-called American Revolution. Locally speaking, we the people stood like a beacon of hope for most of the world. The Money Kings and Monarchies regarded the so-called United States as a political infection, the principle source of radical republican democracy that was destroying the Money Kings and Monarchies (more importantly the Money Kings, the power behind the Crowns) around the world. The Money Kings and Monarchies realized that if the principle source of that infection could be destroyed, the rest of the world might avoid the contagion and the Monarchies would be saved.

Knowing they couldn't destroy us militarily, they resorted to more covert methods of political and financial subversion, employing spies and secret agents (Attorneys) skilled in bribery and legal deception. This was perhaps the first "cold war." In the 1794 Jay Treaty, the United States agreed to pay £600,000 sterling to King George III, as reparations for the so-called American Revolution which came about not from any one people of the so-called Americas damaging the Crown, but because the Crown and Money Kings had sought to invade the private lives of all walks of life without real representation. The US Senate ratified the treaty in secret session and ordered that it not be published. When Benjamin Franklin's grandson published it anyway (perhaps our first whistleblower), the exposure and resulting public up-roar so angered the Congress that it passed the Alien and Sedition Acts (1798) so that federal judges could prosecute editors and publishers for reporting the truth about the government. So much for the so-called people's rights of freedom of speech who were not signatory to the social compact. And who are these people who claim a right under a contract to which they themselves were not signatory? Are they related to the actual signatories by blood, as one of their posterity to which the contractual nexus could possibly extend to state a Claim of Action concerning such speech from which such posterity of the signatories could be granted relief? No. Not **ONE** of them had any true credibility, especially concerning any member of the State Compact Party States of the Union **(Marriage)** of the Several States. That would be like someone coming to your bed and claiming a right of **prima noctae** (the right of first night—the right of the nobleman of ancient times in England, and various other jurisdictions, to take to themselves the brides within their domain during the first night after the wedding of the peasants for their own pleasure and to be returned the following day after the young bride had been deflowered by the nobleman). *Not something that we would likely stand for now, is it?! So, how is it one can presume to claim a right under a social compact, i.e., Constitution, to which you are not signatory to, nor related in some form or another as their posterity, to be able to state a claim for which relief could possibly be granted by any provable underlying contractual nexus for their agents to be able to recognize a liability on their part to perform in some fiduciary manner, on your behalf, for any assumed breach of contract concerning any alleged claim of right arising thereunder, as stated or claimed by you, in a forum to which, for all intents and purposes, is foreign to you and looked*

upon in the same manner by such a one, relative to you and your standing, to state a claim for which relief can be granted in such forum. Unless you can prove a contractual nexus, you're "burnt toast," an alien in their regard, with no possible expectation that you would be viewed otherwise or have any inherent right to protection or benevolence.

Since they supposedly had won the Revolutionary War, why would their Senators agree to pay reparations to the loser? Why would they agree to pay £600,000 sterling, eleven years after the war ended? It doesn't make sense, especially in light of the Senate's secrecy and later fury over being exposed... unless we assume their Senators (Attorneys) had been bribed (or were already in the service thereof) to serve the Money Kings and British monarchy to betray the so-called American people! That is treason only in regards to the intents and purposes of the original creators of the social compact and the then and after living posterity thereof!

From the beginning, the United States Bank had been opposed by the Democratic-Republicans lead by Thomas Jefferson, but the Federalists (the pro-monarchy party) won the vote (1796). The initial capitalization was $10,000,000 -- 80% of which would be owned by foreign bankers. Since the bank was authorized to lend up to $20,000,000 (double its paid capital), it was a profitable deal for both government and the bankers, since they could lend and collect interest on $10,000,000 that did not exist.

However, the European bankers outfoxed the agency U.S. government. By 1796, the agency U.S. government owed the bank $6,200,000 and was forced to sell most of its shares. By 1802, our government owned **no** stock in the United States Bank!

Thomas Jefferson had warned (1802):

> ***"If the American people ever allow private banks to control the issue of their currency, first by inflation, then by deflation, the banks...will deprive the people of all property until their children wake-up homeless on the continent their fathers conquered.... The issuing power should be taken from the banks and restored to the people, to whom it properly belongs."***

BANK FRAUD, BRIBERY, AND CORRUPTION

Chief among the international financiers was Amshel Bauer of Germany who, in 1748 opened a goldsmith shop under the name of Red Shield. (In German, the name is spelled Rothschild and is pronounced Rote-shilld). In 1787, Amshel (Bauer) Rothschild made the famous statement:

> ***"Let me issue and control a Nation's money, and I care not who writes the laws."*** *He had five Sons* ***Amshel Mayer, Solomon, Jacob, Nathan, and Carl.*** *In* ***1798,*** *the* ***five*** *Rothschild* ***brothers*** *expanded by opening banks in* ***Germany, Vienna, Paris, London, and Naples.***

The objective behind these bankers was to establish a clearinghouse/warehouse (bank) which

was to receive special privilege and immunity to use the unjust fractional reserve banking in order to print money and loan it to the agency government and corporate industry charter via the corporate agency government. No beneficial interest could accrue from any beneficial use from any circulation of any note generated via the charter. This was established by the agency United States for the purpose of servicing the debt of the corporate United States and for the purpose of transferring the liability of the accrued debt, which had never been extinguished since the 1770's, forward without interest being paid to the **(fiscal agents of the Crown)** bankers. Through these schemes, the corporate agency government contrived to pass the liability through adhesion contracts to other walks of life under various new deals to discharge thereon debts to the Crown.

One of the very simple schemes foisted upon the people at large was fractional reserve banking. It is simply a special privilege given to a man or group of men to create credit out of thin air. The schemes are executed by extending this credit/debt to any and everyone else in or found about a loosely associated people closely associated with a particular society or social compact. By, and through, such misrepresentations perpetrated upon such **Walks of Life,** which do not have the same access to the same privileges or immunities that the creator of the social compact or their posterity have, and thereby are burdened with paying the collecting fees from servicing the alleged debt of the social compact, the assumed value of money and the attached—plus interest - for the cost of the use of the units created to discharge in tender of debt thereof. Due to the beneficial interest created by the use of such instruments created by fractional reserve banking, the Crown and Money Kings become very rich and the agency government is allowed to continue to legally discharge its debt and service their liability without having to produce anything of value other than to 'attorn' such property (by and through such Attorneys of the Crown) from the unaware populous not familiar with the principals of discharge, contractually speaking, which is only a viable option to those which exercise credibility to expatriate from such assumed nexus with such social compact and its liability and repatriate according to the principals of International Public Order into such society to which they become a creative signatory member thereof to such social compact, thereby creating a nexus for their safety, liberty, and pursuit of happiness by creating a hereditary birthright and standing to which their posterity may acquire by birth as well.

The basic mathematics behind the fractional banking system is very clear. *If this system is left in place long enough, the man or group who controls this system of debt creation will own all the gold available in the social compact however known as a nation/state, kingdom or otherwise.* Once the supply of real portable specie money (gold/silver or whatever the medium of exchange, whether money of account or money of exchange (species)) is in his or their hands, this man or group of men becomes the master of the entire economic field of endeavor of such social compact. Why? Because this man or group of men controls the only source of operating medium (money, however defined) available through which the social compact functions to discharge debt. Only the man who has the privilege of printing and/or minting the money and loaning or extending such as interest can determine who gets special (drawing rights) funding—his friends and allies. Everyone else is limited to how much money (of account or exchange) they have access to; therefore, after two or three generations, the friends and allies of this "banker" will own all of the energy of such social compact. This present condition is being played out in the so-called American society and is now owned by a small cadre of very wealthy men throughout the planet. This same scheme of fractional reserve manipulation is being played out, throughout

all of the various political social constructs globally with ONE aim, world domination of each and every resource to which the Planet Earth can produce for their selfish benefit, including the absolute control of each and every living soul upon the planet to be forced economically into serving solely the private interests and gain of the Money Kings.
How long the fractional banking process takes to work its way through the wealth of any social compact depends upon how successful the "banker" is in forcing, through bribery and corruption, the restriction of the formal agency government's issuance of real money backed by gold or silver or such other medium of account or exchange. Species currency is put into circulation to honestly and truly **pay** debt or discharge **whatever** liability is acquired which may or may not arise when one increases one's **E'State** through the benefit of their efforts and labor as most people evidentially wished to. Was this not the American Dream? Furthermore, as the supply of real money shrinks, the people of any social compact are forced to rely on the creation of a fictitious debt by the privileged few to a greater and greater extent, until finally, the only thing left is a massive amount of "un-payable debt," with no way to lawfully discharge their acquired debt, which was created from nothing and consists only of the interest charged upon the fictitious debt, while collecting interest for every moment of its existence. All this for the benefit of the privileged, who become the de facto (illegally usurped) agency government because of the "money power" they allow to be wielded by and through the social compact. Few are ever aware of the true damages done to their **E'States** or that of such **E'State** to which may or may not be possible to pass by hereditary right so-to-speak and the debt which if not lawfully discharged back to the Original source or Creator of the debt, passes on to future generations of their posterity, creating a continuous debtor class people (subjects now of the Money Kings) to the whims of a foreign despotic tyrannical power.

THE FIRST NATIONAL BANK

Through the Bank of England, the Rothschilds/the Money Kings **demanded** (did you ever wonder how they could make such a demand of the Crown) a private bank in the so-called United States to hold the securities of the United States as the pledged assets to the Crown of England in order to secure the debt to which the signatories of the social compact by and through their agency government had defaulted. As one of his first acts, President Washington declared a financial emergency. William Morris with the help of Alexander Hamilton, Secretary of Treasury, heavily promoted the creation of a private banker's clearinghouse (customhouse) to service the debt to the international bankers. In 1791, Congress chartered the first national bank (banker's clearinghouse) for a term of 20 years, to hold the securities of the same European bankers who had been holding the debts before the war. The bankers loaned worthless, un-backed, non-secured printed money of account to each other to charter this first bank. On December 12, 1791, the Bank of the United States opened its doors in Philadelphia.

The holders of the securities were the private bankers. So under Public International Law, the Creditor (Crown of England) forced the so-called United States to establish a private banker's clearinghouse (warehouse) to hold the securities as the collateral for the (social compact) so-called national debt.
James Madison had warned:

"History records that the money changers have used every form of abuse, intrigue, deceit, and violent means possible to maintain their control over governments by controlling money and its issuance."

BRITSH SUBVERSION, TITLES OF NOBILITY & TREASON

From the early decades of U.S. history, relations between the United States and Great Britain remained strained. Their relationship deteriorated sharply with the outbreak of war in Europe in 1803. Britain imposed a blockade on neutral (social compact) countries such as the United States. In addition, the British took people acting under an agency status as American sailors from their ships and forced them to serve in the British Navy. Concerned about the many English spies and troublemakers, the United States in Congress Assembled, passed an amendment to prevent those who had English titles and connections from obtaining any seat in government. Called the **Titles of Nobility Act** (TONA, 1810-11), it reads as follows:

> **"If any citizen of the United States shall accept, claim, receive, or retain any title of nobility or honor, or shall without the consent of Congress, accept and retain any present, pension, office, or emolument of any kind whatever, from any emperor, king, prince, or foreign power, such person shall cease to be a citizen of the United States, and shall be incapable of holding any office of trust or profit under them, or either of them."**

This congressional act (TONA) was later to amend the U.S. Constitution as the Original **XIII Amendment**, which led to the War of 1812 with Great Britain. Furthermore, it took the Civil War to officially force the gradual replacement of this amendment to be taken from all reference from every state published record with what is now known as the Slavery Amendment or the Amendment created as an act against Involuntary Servitude (1863), a War-time Act passed under Martial Law.

All **"titles of nobility"** were prohibited in both **Article VI** of the **Articles of Confederation** of **"The United States of America" (1777)** and in **Article I, Section 9** of the **Constitution of the "United States" (1778),** but there was no penalty. Although already prohibited by the Constitution, an additional **"title of nobility"** amendment was deemed necessary and was proposed in **1789,** again in **1810,** and finally ratified in **1819.** But the notice of ratification delivered to the Secretary of State, an **attorney** with the title, **"Esquire,"** disappeared. As a result, there still is no penalty for accepting titles or emoluments from foreign rulers today, just the prohibition.

Clearly, the founding fathers saw such a serious threat in **"titles of nobility"** and **"honors,"** that anyone receiving them would be required to forfeit their citizenship. Obviously the Amendment carried much more significance for their founding fathers than is readily apparent today. The forefathers knew that their freedom and that of their posterity could be subverted from inside their agency government and had sought to prevent such a bitter betrayal. Today, most Senators, Congressmen, all Federal Judges, and most of their Presidents are attorneys who carry the title

"Esquire," often abbreviated as "Esq." Nevertheless, the U.S. Constitution still forbids this.

In Colonial America, attorneys trained attorneys, but most held no "title of nobility" or "honor." There was no requirement that one be a **lawyer** to hold the position of **district attorney, attorney general, or judge;** a citizen's **"counsel of choice"** was not restricted to a **lawyer** and there was no state or national bar associations. The only organization that certified lawyers was the **International Bar Association (IBA)**, chartered by the King of England (known as the **B**ritish **A**ccreditation **R**egistry), headquartered in London and recognized everywhere as the **BAR**. Lawyers admitted to the **IBA,** or otherwise **BAR,** as it is most readily known everywhere, receive the rank **"Esquire"** - a **"title of British nobility."**

"Esquire" was the principle title of nobility which the 13th Amendment sought to prohibit from exercising any office within the United States. Why? Because the loyalty of "Esquire" lawyers was suspect! Lawyers with an **"Esquire"** behind their names were **agents** of the **Money Changers** and the **Monarchy,** and members of an organization whose principle purposes were political and regarded with the same wariness that some people today reserve for members of the KGB or the CIA.

The archaic definition of **"honor"** (as used when the 13th Amendment was ratified) meant anyone **"obtaining or having an advantage or privilege over another."** A contemporary example of an **"honor"** granted to only a few Americans is the privilege of being a judge: lawyers can be judges and exercise the attendant privileges and powers, non-lawyers generally cannot. We address the judge as, **"your Honor."**

By prohibiting **"honors,"** the missing, but now found, original 13th amendment prohibits any advantage or privilege that would grant some citizens an equal opportunity to achieve or exercise political power. Therefore, the second meaning ***(intent)*** of the original 13th Amendment was to ensure political equality among all citizens of the United States, by prohibiting anyone, even government officials, from claiming or exercising a special privilege or power *(an **"honor"**)* over other citizens. Now, what would happen if this amendment were enforced? It would cause an immediate chaos in all three branches of the agency federal government and the same in each and every State of the Union because these same Attorneys sit in every seat of power throughout every level of the social compact for the sole purpose of enforcing the mandates of the Money Kings and the Crown of England, even upon those people to whom the alleged original debt was incurred by, that has absolutely nothing to do with either said people or through any nexus of the social compact to which their forefathers had accepted the liability of such debt in the 1770s, nor does any people not signatory or evidencing any hereditary privileges as their posterity incur any liability for such debt by any stretch of the imaginings of such perfidious Attorneys who practice their pedifoggery upon all walks of life by and through such frauds perpetrated upon them by these leeches of the ancient Money Changers living upon the economic well-being of any and all societies known as **Attorneys.**

Both **"esquire"** and **"honor"** would be key targets of the 13th Amendment even today. Because, while "titles of nobility" no longer apply now precisely as they did back in the early 1800's, it is clear that an "esquire" or **BAR** attorney receives far better treatment than a layman, in and by their courts, as well as by the public at large, in general. Whereas, if you represent

yourself ***pro per, in se,*** or speak as a Sovereign ***in proprius personam,*** you are treated as though you were rabble. Your opinions are of little importance in their courts and you are more than often treated similarly by such agency government officials. Because you are not an **"esquires"** or **BAR** attorney, you are considered to be a useless eater, a subject **"out of control."** The concept of **"honor"** remains relevant, possibly more so today than at any previous time in U.S. history, for they, the **"honors,"** are greatly feared and even revered, even by **their** esquires who are considered to be below them. Since the Original 13th Amendment has never been repealed, all acts of **their** government since 1819 are ***technically null and void.*** Most so-called lawmakers, are attorneys and are prohibited from participation in any office of government by the true amended social compact contract known as U.S. Constitution. Thereby, every attorney should be stripped of his or her appearance of right to hold any office as an agent representing any so-called citizen of the United States under **TONA** aforementioned, who have continued to interject themselves into the political process solely for **their** benefit of gainful pillaging and plunder.

When people discovered that European banking interests owned most of the United States Bank where they deposited their hard earned savings, they saw the sheer power of the banks and their ability to influence representative government by economic manipulation and outright bribery. On **February 20, 1811,** Congress therefore refused to renew the **Banker's** charter on the grounds that the **Bank** was unconstitutional. This led to the withdrawal of **$7,000,000** in specie (money in coin) by European investors, which in turn, precipitated an economic recession, and the **War of 1812.** This **"war"** was punishment for the United States in Congress Assembled, refusing under the pressure of people becoming aware of this manipulation, to do business on the terms of the **International Banking families** of the **House of Rothschild,** through the first Bank of the United States. Congress refused to let the National Bank renew its Charter, fearing for their safety.

Except for **Gen. Andrew Jackson's** victory in the **Battle of New Orleans,** the **War of 1812** produced a string of American military disasters. The most shocking of these was the British Army's burning of the Capitol, the President's house, the Library of Congress and other public buildings in Washington on August 24 and 25, 1814. (Americans had previously burned public buildings in Canada.) During the War of 1812, so-called national archives of the United States and many libraries and document repositories were burned and some of the evidence of the **TONA** previously mentioned disappeared. Nevertheless, the legislature of Virginia ratified the amendment and it was subsequently printed in many official publications as the 13th Amendment, even in States which had NOT ratified, such as Connecticut and several States that came into the Union later in history. Beginning in 1832, it began to disappear from texts, although official state publications continued to publish it as late as 1876.

There are undoubtedly other examples of the Money King's and the Monarchy's efforts to subvert or destroy the so-called social compact known as the United States. Some are common knowledge, while others remain to be disclosed to the public. For example, national archivist David Dodge discovered a book called **2 VA LAW** in the Library of Congress Law Library. According to Dodge, **"This is an un-catalogued book in the rare book section that reveals a plan to overthrow the Constitutional government by secret agreements engineered by the lawyers of the time."** That is one of the reasons why the **TONA** was ratified by the state of

Virginia in the particular manner in which they did, although the alleged "notification" thereof was a long time thereafter claimed to have been "lost in the mail." You see, there is no public record that this aforementioned book exists either!

That may sound surprising, but according to **The Gazette** (5/10/91), **"The Library of Congress has 349,402 un-catalogued rare books and 13.9 million un-catalogued rare manuscripts."** There may be secrets buried in that mass of documents even more astonishing than a missing Constitutional Amendment. Yet this image of documentary disarray appropriately describes our situation today: we are inundated with useless information while we are misdirected from information that we have not had the time or interest to sort through. As a result we have lost a precious treasure in the chaos and turmoil of daily life: **our sovereignty.**

One amazing aspect of the War of 1812 was the existence of a depression during wartime. War always brings a short-term prosperity, except in the case of this war. To understand this, it is vital for you to know that all depressions and recessions are artificially created through the restriction of a medium of accounting or exchange—money. This restriction keeps so-called money OUT of circulation, which means fewer funds available to facilitate production and distribution. Furthermore, this means poverty and starvation for all walks of life not privy to such plunder.

The precariousness of agency government finance during the war and the post war recession convinced the Republican agency government under James Madison to re-establish a so-called national bank. Thus was created the Second Bank of the United States in 1816.

THE SECOND NATIONAL BANK

In January 9, 1832, The Second National Bank applied for a charter renewal 4 years early. This time, President Andrew Jackson vetoed the Bank's recharter on the grounds that the Bank was unconstitutional and he successfully paid off the national debt leaving the U.S. with a surplus of **$5,000.** He said, **"If congress has the right under the Constitution to issue paper money, it was given them to use themselves, not to be delegated to individuals or corporations."**

On January 30, 1835, President Andrew Jackson attended a congressional funeral in the Capitol building. As he exited, **Richard Lawrence,** an unemployed house painter, pointed a pistol at Jackson and fired. The percussion cap exploded, but the bullet did not discharge. The enraged Jackson raised his cane to strike his attacker, who fired again. The second weapon also misfired and the sixty-seven-year-old president escaped assassination at close range. Jackson was convinced that Lawrence was hired by his political enemies, the Whigs, to stop his plan to destroy the Bank of the United States.

Andrew Jackson violated **Public International Law** because he denied the Creditor his just lien/settlement rights on/from the debtor. **However, the bankers did not lend value (substance), so in actuality they had an unperfected lien.** Therefore the law actually did not apply.

THE END OF THE AMERICAN REPUBLIC:
THE SHADOW GOVERNMENT IS BORN

In 1860-61, the Southern states walked out of the United States in Congress Assembled. This created sine die, a situation in which not enough representatives were present to carry on legislative business. This was a Constitutional crisis that the newly elected president, Abraham Lincoln, had to resolve.

The Introduction to **Senate Report 93-549** (93rd Congress, 1st Session, 1973) summarizes the situation as best as possible:

> ***"A majority of the people of the United States have lived all of their lives under emergency rule. . . And, in the United States, actions taken by the Government in times of great crises have –from, at least, the Civil War—in important ways, shaped the present phenomenon of a permanent state of national emergency."***

From the U.S. Congressional research information available, it can be reasonably proven that when the Representatives of the Southern Compact Party Members of the States of the Union walked out of United States in Congress Assembled on **March 27, 1861,** the quorum to conduct business under the social compact contract known as the United States Constitution for "The United States of America" was lost. Thus, the only votes that the remaining representatives of the United States in Congress Assembled could lawfully take, under parliamentary law, were those to set the time to reconvene, take a vote to get a quorum, and vote to adjourn and set a date, time, and place to reconvene at a later time. Instead, the remaining representatives of the United States in Congress Assembled apparently abandoned the representative House and Senate of the United States without setting a date to reconvene. Under the parliamentary procedures of said Congress, when this happened, Congress became sine die (pronounced see-na dee-a; literally "without day") and thus, when Congress adjourned sine die, it ceased to exist as a lawful deliberative body, and thus the only lawful, Constitutional power that could declare war was no longer lawful, or in session.

It can also be reasonably proven that the Representative Southern Members of the Several States of the Union, by virtue of their secession from the Union, also ceased to exist sine die, and that some state legislatures in the Northern bloc also adjourned sine die, and thus, all the states which were parties to creating the social compact contract known as the United States Constitution for "The United States of America" apparently ceased to exist. On April 15, 1861, so-called President, Mr. **Abraham Lincoln** executed an executive order as Commander-in-Chief, **Lincoln Executive Proclamation 1,** and it can also be reasonably proven that **"The United States of America"** have been ruled ever since by these same Military Executive Powers denoted as Executive Orders.

It can also be reasonably proven that when a supposed Congress eventually did reconvene, it was reconvened under the military authority of the Commander-in-Chief and not by Rules of Order for Parliamentary bodies or by so-called contractual Constitutional Law, thus placing the

so-called each and every people under martial rule ever since the **"national emergency"** declared by President Lincoln. Thus, the so-called Constitution for **"The United States of America"** has subsequently and temporarily ceased being the acknowledged law of the land in many courts. The assumed title of President, the assumed title of Congress, and the assumed jurisdiction of the courts thereof, have unlawfully presumed that they were free to remake the Union in a new image under the so-called Law of Necessity. Whereas, lawfully, no such Constitutional provisions were, or are, in place which afforded power to any of the actions which were taken which presumed to place the Union under the new form of control or designation as a Democracy.

The so-called President, Mr. Abraham Lincoln, apparently knew that his executive orders no longer had any force under contractual Constitutional Law. So he commissioned **General Orders No. 100** (April 24, 1863), apparently as a special code to govern his actions under **martial law** and to justify the seizure of power. This further extended the laws of the District of Columbia and also **fictionally** implemented the provisions of **Article I, Section 8, Clauses 17-18** of the defunct contract known as the Constitution, beyond the boundaries of Washington, D.C., and illegitimately into the several States no longer united under the central agency government of the United States. **General Orders No. 100,** also called the **Lieber Instructions** and the **Lieber Code,** have apparently extended the laws of war and **private international law** into the so-called Several States of the Union. The defunct agency United States government assumed power and become the presumed military conqueror of all the people to which it could bend its will by misrepresentation over the land of the former Several States of the Union.

Martial rule has apparently been kept secret and has never really ended. Lincoln was assassinated before he could complete the implementation of his plan to constitutionally, and not militarily, reform the Southern agency governments and restore the United States in Congress Assembled. Ever since, the so-called social compact known as "The United States of America" has been ruled under military law under the assumed and illegitimate Commander-In-Chief—the President—and his assumed executive powers according to the policies of Executive Orders of a non-existent social compact via a military dictator type of functionary for the Money Kings and the Crown of England under the Law of Necessity according to the principals of International Public Order.

Constitutional law under the original Social Compact for the Several States of the Union is apparently enforced only as a matter of keeping the public peace under the provisions of **General Orders No. 100** under martial (law) rule. This **"peace"** is further evidenced in the Preamble of the so-called **Expatriation Act of 1868.** ***Under martial law, title is a mere fiction,*** **since all property belongs to the military except for that property which the Commander-in-Chief may, in his benevolence, exempt from taxation and seizure and upon which he allows the "enemy" to reside.**

In proclaiming the first **Trading with the Enemy Act** by Executive Order, the illegitimate so-called President, Mr. Abraham Lincoln (an Attorney) set in place the means by which the federal new agency military government could interact with all walks of life who were not 14th Amendment citizens (those non registered voters per the 15th Amendment of the altered status of resident alien). Such people could technically be designated as enemies. Are you beginning to

understand how people not a party to the regime of necessity could be at odds with their condition appertaining to such military agency "government," of Necessity?

In a message to Congress on December 3, 1861, **Mr. Abraham Lincoln** (an Attorney) answered the **banker's** argument that the beneficiary people of the posterity could not be trusted with their Constitutional powers, the political and monetary system of free enterprise conceived by their Founding Fathers, by saying:

> ***"No men living are more worthy to be trusted than those who toil up from poverty -- none less inclined to take or touch aught which they have not honestly earned. Let them beware of surrendering a political power which they already possess, and which if surrendered, will surely be used to close the door of advancement against such as they, and to fix new disabilities and burdens upon them, till all of liberty shall be lost."***

In 1865, just before the close of the Civil War, the military dictator (and illegitimately known as the President), Mr. Abraham Lincoln declared his new monetary policy:

> **"The Government should create, issue, and circulate all the currency and credits needed to satisfy the spending power of the Government and the buying power of consumers. By the adoption of these principles, the taxpayers will be saved immense sums of interest. Money will cease to be master and become the servant of humanity.... The privilege of creating and issuing money is not only the supreme prerogative of government, but it is the governments' greatest opportunity."**

Had this been implemented, it would have ushered in a worldwide economic renewal. Unfortunately, a few weeks after its introduction, Mr. Abraham Lincoln was assassinated because he defied the bankers in proposing to print interest free money to pay the war debt. Thus, the government continued to operate fully under the authority of *private international law dictated by the Creditor.*

Since the Commander-in-Chief, **Mr. Abraham Lincoln,** was assassinated before he could complete plans for reinstating Constitutional agency government in the Southern States of the Union and end the martial rule by executive order, the 14th Amendment to the Constitution has further created a "new citizenship" or "status" for their expanded jurisdiction. Laws for the District of Columbia were proposed and passed by the military agency Congress in 1871, the District of Columbia being incorporated as a private, foreign corporation by The **District of Columbia Organic Act of 1871,** and all member States of the Union were apparently reformed as *franchisees or political subdivisions* (see Dyett v. Turner, **[1968]** 439 Pacific Reporters, 2d Series, 266, 267; and Utah v. Phillips **[1975]** 540 Pacific Reporter, 2d Series 936, 941-942) of the corporation known as the UNITED STATES, hence creating a new military social construct, formerly known as the social compact of the Several States of the Union. What remained of the former agency government of the republican form of the social compact was the private side under the rule of the banker's, solely for their absolute and express benefit.
The first attempt by the military Congress under the new military social construct to define citizenship was in 1866 in the passage of the **Civil Rights Act** (Revised Statutes section 1992, 8

United States Code Annotated section 1). The act provided that:

> ***"All persons born in the United States and not subject to any foreign power are declared to be citizens of the United States."***

And this in turn was followed in 1868 by the adoption of the Fourteenth Amendment, United States Code Annotated. Said Article of Amendment, the XIV, declaring:

> **"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside."**

At this period of time, the only people in the United States who were under the jurisdiction of the private bifurcated government of the assumed ten miles square of Washington, D.C., were the government employees, those within the territories owned by the United States and now the former slaves. The former **C**itizens of the Several Southern States of the Union, now "captured," became 14th Amendment United States **c**itizens, the only remainder of people operating within the military social construct or the alleged Creditors who could still invoke the power over agency government through the original jurisdiction of the Republican form of government, as established by the social compact of the United States Constitution as the holders in due course of each and every private right, privilege and immunity, if the need became necessary, concerning any possible attempt by the new military social construct to act arbitrarily, in any way concerning the servicing of the alleged debt due.

A new 13th Amendment was enacted December 18, 1865. The 14th Amendment was enacted July 28, 1868. Both Amendments were illicitly ratified by non-elected Representatives and Senators under Martial Law in each and every military enforced Southern State legislature, put into place by the U.S. Military by direct order of the Commander-In-Chief, through force, over the conquered territory and under Martial Law. No such State could ever obtain its freedom from the new federal social military rule by ratifying these new amendments as misrepresented to the people by the federal system. They were told that the troops of aggression would be removed from such territories and cessation of hostilities would occur once these amendments were ratified. Any contract entered under threat, duress, or coercion is null and void. According to the Rule of War (Martial Law), once Martial Law is lifted all laws, rules, regulations created or promulgated during the hostilities are null and void and the parties return to the **"status quo"** before such hostilities broke out between the parties. But then, the Constitution was not even in effect following sine die and the proclamation of martial law. It is apparent that due to the fact that the national emergency has never been lifted or proclaimed to be over, that the so-called military social construct known as the United States is still in power under the rules of Martial Law by and through Executive Orders of the Commander-In-Chief, caused of necessity by sine die.

The 14th Amendment brought the freed slaves, whose previous owners were private plantation landowners, and transferred those slaves under subjection of the new military social constructed government, the assumed ten miles square jurisdiction of the City of Washington and/or District of Columbia. And it offered its protection to those who would choose to become its

subjects...in exchange for their freedom and/or sovereignty.

The 14th Amendment is a good example of the "give-a-little, take a lot" strategy that is often used, a sugar coating to a bitter pill. Sovereign People, who had assumed themselves to be among the powers of Earth, had created a social compact (a government) to guarantee themselves their rights. They secured these rights under this social compact as birthrights for their posterity (**C**itizens). In contrast, the federal government created fourteenth amendment **c**itizenship to **guarantee** its power over the former **C**itizens by reducing them to the standing of its newly created **c**itizens. It seems to be taking **c**itizens under its protection, but at the price of servitude. Sovereigns may choose to become subjects; free men and women to become vassals. This amendment has always been controversial. Many people over the years have questioned the amount of power it vests in the federal government. Some have even questioned its validity. On one occasion Judge Ellett of the Utah Supreme Court as above referenced, remarked:

> **"I cannot believe that any court, in full possession of its faculties, could honestly hold that the amendment was properly approved and adopted." State v. Phillips, Pacific Reporter, 2nd Series, Vol. 540, Page 941, 942 (1975)**

However, the most important fact about this amendment is that, although it created a new class of **c**itizen, *it did not have any effect on Sovereign People*. Both classes still exist: When the Constitution was adopted, the People of the United States were the **C**itizens of the several States for whom and for whose posterity the government was established. Each of them was a **C**itizen by birthright in the State of Birth to which United States was created to protect from foreign powers at the adoption of the Constitution by the Several States of the Union and to make Uniform such protection among the States, and all free people thereafter born within one of the several States became by birth **C**itizens of the compact party State of The United States of America. But we know that this is not true from research in the law of contract. Anyone not signatory to the social compact or directly related as the posterity thereto, is an alien to the compact and is only allowed to assume whatever right out of necessity to the compact to keep the peace until all power is vested in order to secure to the members such blessings unto themselves or their posterity as are necessary or opportunistic as the need may arise from time to time... to preserve their Freedom!

Both classes of **C**itizen/**c**itizen no longer exist except by the need of necessity, as may or may not be claimed by any particular member of the current military social construct. It's your right of expatriation and repatriation to emerge into a social compact to which you become signatory to, to become a Sovereign People, while it's a privilege to be a fourteenth amendment **c**itizen, and most importantly, it's up to you to determine which one you are, or which one you choose to be. Just remember that you "pay" for a privilege, whereas a right carries no obligation. This is at the heart of your public Declaration of Independence to a candid world by and through such social compact created to recognize your Sovereign birthright, to assume among the powers of Earth, recognized by the laws of Nature and Nature's Creator to which you are entitled, to emerge into the Sovereign People you were created to be and which are recognized and protected within the Universal and/or International Public Order.

TWO GOVERNMENTS, TWO FLAGS: THE CORPORATE STATE

Once the smoke settled after the Civil War, European international bankers arrived in town. In 1871, the default again loomed and bankruptcy was imminent. So, in 1872, the ten miles square District of Columbia was incorporated in England. A loophole was discovered in the Constitution by cunning attorneys in league with the international bankers. They realized that a separate nation by the same name existed that Congress had created in Article I, Section 8, Clause 17.

The Congress shall have power:

> To exercise exclusive legislation in all cases whatsoever, over such district (not exceeding ten square miles) as may, by cession of particular States, and the acceptance of Congress, become the seat of government of the United States, and to exercise like authority over all places purchased by the consent of the legislature of the state in which the same shall be, for the erection of forts, magazines, arsenals, dock yards, and other needful buildings; - And
>
> To make all laws which shall be necessary and proper for carrying into execution the foregoing powers, and all other powers vested by this Constitution in the government of the United States, or in any department or officer thereof.

This "United States" is a Military Legislative "Democracy" within the former Constitutional Republican government, and is known as the *Federal United States.* It has exclusive, unlimited rule over its Subjects whether or not such Military allow one to call oneself a Citizen or not. In the eyes of the Military construct, such people are solely resident aliens and all others are non-resident aliens of the District of Colombia, the territories and enclaves (Guam, Midway Islands, Wake Island, Puerto Rico, etc.). Anyone who is a citizen by way of the 14th Amendment (naturalized Citizens) has only one sole privilege in the military construct and that is the right to vote, period.

Both United States formerly existed side by side in the same United States in Congress Assembled that rules in both the former social compact and the military construct. One "United States," the Republican form of government of fifty Several States of the Union, has the "stars and stripes" as its flag, but without fringe on it. The Federal United States' flag is the stars and stripes with a yellow fringe, seen in all courts. The abbreviations of the States of the Continental United States are, with or without the zip codes, Ala., Alas., Ariz., Ark., Cal., etc. The abbreviations of the States under the jurisdiction of the Federal United States after the Civil War, the Legislative Democracy, are AL, AK, AZ, AR, CA, etc. (without any periods). After the Civil War even the designated abbreviation of the District of Columbia changed from Distr. of Col., to DC. to inform those who might be awake concerning the changing of the guard, over the old social compact and the new military construct.

The international bankers and the Military Congress conjured up this bit of mischief and passed

it into law. But whose law? Congress broke faith with "We the People and their Posterity" long before the incorporation of 1871. Congress sold them out when they finished the newly formed military private corporation and made it the government of the District of Columbia. They used the non-existent, so-called Constitution, under Military Dictatorship to declare such power through the 14th Amendment, as their by-laws therefore taking their authority not under the Constitution but taking their authority over the Constitution. They **copyrighted** not only the Constitution, but also any and all related names such as, THE UNITED STATES, U.S. THE UNITED STATES OF AMERICA, USA as their own. *This is the final blow to the original Constitution as it related to the posterity of the signatories of the social compact known as the United States for The United States of America."* Hence forth, the UNITED STATES and UNITED STATES OF AMERICA has been governed entirely by private corporate law, dictated by the bankers as the fiscal agent for the Creditors.

The **"Act to Provide a Government for the District of Columbia,"** Section 34 of the Forty-First Congress of the United States, Session III, Chapter 61 and 62, enacted February 21, 1871, states that:

> "The **UNITED STATES OF AMERICA** *is a corporation*, whose jurisdiction is applicable only in the ten-mile-square parcel of land known as the District of Columbia and to whatever properties are legally titled to the **UNITED STATES,** by its registration in the corporate County, State, and Federal governments that are under military power of the **UNITED STATES** and its creditors."

Under this provision, the Military Congress of the **UNITED STATES** had obtained the power to pass **Private International Law** for application within the federal District of Columbia. All States of the Union, adopted under Military Order, created new, legislative "conditions" and "codified" their laws by copyright under federal mandate. State "codes" were unlawfully adopted, despite their origin as instruments of a Sovereign People. However, We the People remain Sovereign within the framework of **International Public Order** if we choose to emerge out of such **Military Social Construct** by creating a new **Social Compact** according to the principals of Universal and/or International Law to replace that which, by sine die, no longer exists for our benefit or that of our posterity.

The private Military copyrighted **UNITED STATES CODE, Title 28, 3002(15)(A),** basically reiterates that the **UNITED STATES** is a corporation. What was not said in 1871, but was implicit, was what is plainly stated at **Title 28, 3002(15)(3):** That all departments of the **UNITED STATES CORPORATION** are part of the corporation. **Title 28, UNITED STATES CODE,** is **Copyrighted,** per **Private International Law.** Indeed, the **UNITED STATES CODE,** in its entirety, is **Copyrighted Private International Law,** and *applicable only in the District of Columbia.*

This incorporation was first reported by **Gary W. Phillips**, whose career with the Immigration and Naturalization Service began in **1956.** He was the **INS** director at Sea Tac Airport for 20 years and began challenging the income tax in **1985** (The Idaho Observer, March, 2000). After nearly 40 years of government service, **Phillips** was forced to flee his alleged country to protect his life after exposing the facts of the illegality of the federal government's criminal income tax

collection scam -- facts that are becoming well-known among informed people throughout the so-called Military Social Construct.

Where did the Congress find the authority in the Constitution to reconstitute any part of the united States as a corporation? Quite simply, the 1791 Constitution was set aside to make room for the corporation under the Law of Necessity created by sine die. Would this Act benefit the Republican form of government? No - the private, corporate bottom line is profit. The municipal, public bottom line is service. To replace the former service-oriented form of government with a profit-oriented form of military government, without any public knowledge or consent of the facts foisted upon the people, can only be described as treason, not only against the former social compact, but in respect to International Law, as well. This is clearly against the orderly peace and dignity of International Public Order.

A few superficial changes by attorneys were made to the original Constitution and it was no longer the real thing. The Military Congress did not change the name of the document so they could claim to be reading from the Constitution. They merely changed it from the Constitution for The United States of America to the CONSTITUTION **OF** THE UNITED STATES OF AMERICA. They changed the **"for"** to **"of"** and capitalized all the letters. All of a sudden we had two Constitutions, the original for show and the revision for actual use.

The Act of 1871 provided a government for the District of Columbia and created a corporation entitled the UNITED STATES OF AMERICA, whose jurisdiction extends only over corporate entities created by the municipal corporation and are operative only in the District of Columbia. The City of Washington, as the District of Columbia is the capitol of the District of Columbia, not the United States of America, and all laws passed within the District of Columbia, are applicable and enforceable only in the District of Columbia and its possessions.

The States of the Republican form of government are not possessions of the District of Columbia. Puerto Rico, the Virgin Islands and Guam are possessions of the District of Columbia, as well as property legally titled to the UNITED STATES by states and counties. But the former Republican governments, of the Several States of the Union, are under Military Dictatorship operating under national emergency due to sine die.

The **UNITED STATES CODE,** in totality, was put together in the District of Columbia as **Copyrighted Private International Law** and is applicable only in the District of Columbia and any other jurisdiction within the purview of its Military Dictatorship. By their own rules of jurisdiction, the UNITED STATES **attorneys** have no business prosecuting anyone outside of the District of Columbia or Federal territories. The military construct of federal district courts has no venue outside of the District of Columbia and, therefore, has no jurisdiction outside of the District of Columbia and its possessions. The Military Congress cannot pass a law that is applicable in the several States of the Republic **than** otherwise outside of the presumed emergency operating under the Law of Necessity created by congressional sine die.

If all the laws passed in the District of Columbia are Private International Law, including all of the **UNITED STATES CODE** and the **statutes at large** and/or **revised statutes** passed after 1871, and are applicable and enforceable only in the District of Columbia, then how could they

have become the law of the land? Because, not knowing better, we the People allowed it. We have allowed agents of foreign countries and/or enterprises to build an illegal corporation that has systematically corrupted every state, county and city in this nation. It has corrupted the status and standing of all people, whether or not connected to the former social compact of The United States of America, the Military Social Construct of the UNITED STATES or just aliens in respect to the International Public Order. The only way that a UNITED STATES DISTRICT COURT can have jurisdiction over a **Sovereign** is if the latter volunteers to become a subject of the jurisdiction or fails to declare his independence as a **Sovereign** within a social compact according to the principals of **International Public Order.**

This corporation has created dozens of agencies, the I.R.S., F.B.I., D.E.A., and the B.A.T.F., to name a few, which employ thousands of agents who receive excellent salaries and benefits for betraying their friends and families while enforcing the private edicts of the so-called Congress. The men and women of Congress smile, speak softly, and then direct their illegal agencies to destroy those who do not fully conform to their wishes, striking fear into the hearts of those who do. *Kidnapping and conspiracy are involved in every arrest and conviction by federal authorities outside of the District of Columbia, by and through Military Edicts executed via the Executive Orders of the Commander-In-Chief under the Law of Necessity created by sine die.*

The question now leads to whether their duly elected public (PRIVATE) officials swear an oath to uphold the Constitution for The United States of America, the Republican form of government within which the posterity to the original signatories who created such social compact birthrights are protected by a service-oriented government, or swear an oath to the CONSTITUTION OF THE UNITED STATES OF AMERICA, the profit-oriented corporation? The question is answered by those who study the circumstances of present day conditions created by historical facts which reflect the outcome of future benefits of safety, liberty, and the pursuit of happiness to all who care for themselves and their posterity as a Society of Sovereign People of Earth who wish to remain such and wish to pass such Sovereignty to their posterity in the interest of peace and International Public Order.

It appears by the Military Social Construct's actions, that most government employees, knowingly or unknowingly, have sworn an oath to the corporate UNITED STATES. It is taught to the People by this Military Social Construct, that it is our duty, as the People who elected them into office, to demand accountability from our assumed "public" officials and to confront them as to where their loyalties lie. Is it with the corrupt, treasonous corporation that is controlled by foreign agents from within and without, or is it with the reinstitution of the posterities' Constitutional Republican form of government, The United States of America, and the social compact party States created thereby in Union with her **C**itizens?

An articulate defender of a conservative monetary policy, so-called **President, Mr. James A. Garfield,** urged the resumption of specie payments and the payment of government debts. He said, **"Whoever controls the volume of money in any country is absolute master of all industry and commerce." In his Inaugural Address in 1881, Garfield said:**

> ***"The chief duty of the National Government in connection with the currency of the country is to coin money and declare its value. Grave doubts have been entertained whether Congress is authorized by the Constitution to make any form of paper money***

legal tender. The present issue of United States notes has been sustained by the necessities of war; but such paper should depend for its value and currency upon its convenience in use and its prompt redemption in coin at the will of the holder, and not upon its compulsory circulation. These notes are not money, but promises to pay money. If the holders demand it, the promise should be kept."

The so-called **President, Mr. James A. Garfield** was **assassinated** after only two hundred days in office, 80 days after being shot **by a attorney,** ostensibly because he was upset about not receiving an ambassadorial posting to France.

In **1909,** default loomed once again. The so-called U.S. government asked the **Crown of England** for an extension of time. This extension was granted for another **20 years** on several conditions. One of the conditions was that the United States to permit the creditors to establish a new national bank. The bankers moved deeper into the new military social construct by the establishment of the ***Federal Reserve Bank*** **in 1913** and the **IRS** to collect the interest on their loans made to the UNITED STATES. The **17th Amendment, enacted May 31, 1913,** was the condition for the extension of time which took away the States' rights to appoint members directly from its legislatures to serve in the Senate of the United States, thereby destroying the **last vestige** of republican so-called government. The **16th and 17th Amendment** further reduced the **States'** power. The UNITED STATES adopted the mercantile system of ancient Babylonia.

With the passage of the Federal Reserve Act of 1913, the UNITED STATES was firmly lashed to the yoke, so that a small number of very rich men have been able to put upon all people a yoke little better than involuntary slavery itself. That yoke inevitably grows heavier with ever-compounding interest, and totals over **$20 trillion** of debt allegedly owed by all walks of life today **($80,000 per man/woman/child).** This vast accumulation of wealth concentrates immense power and despotic economic domination in the hands of the few central bankers **"who are able to govern credit and its allotment, for this reason supplying, so to speak, the life-blood to the entire economic body, and grasping, as it were, in their hands the very soul of the economy so that no one dare breathe against their will."** **A worldwide tyranny** is gradually being imposed, hidden to most, by the Money Kings.

THE FIRST WORLD WAR

In 1917, the people were drafted into the First World War. President Woodrow Wilson had to find a way to persuade the people to go along with an intervention in another of Europe's wars. Although restrained to be neutral in the deadly conflict by the Neutrality Act, he sent the Navy to shepherd British convoys across the Atlantic. German U-boat commanders did not take the bait and avoided contact with the U.S. destroyers. To force the issue, a U.S. naval ship deliberately sailed into the midst of a battle between British and German naval fleets and was sunk. But when the truth was learned, Wilson had to find another way.

The Lusitania was a speedy warship refitted by the British as a passenger liner. Unknown to its

passengers, the Lusitania was carrying a huge cargo of military equipment and munitions in violation of the **US Neutrality Act.** The Germans knew that and tried to warn the passengers by placing advertisements in prominent U.S. newspapers. The U.S. State Department ordered all of the newspapers to refuse the ad Only one newspaper, in Des Moines, Iowa, bravely published the information. To ensure a successful provocation, the Lusitania was ordered to sail at 75% speed using only three of its four powerful engines. Then the naval escort was ordered away, leaving the Lusitania vulnerable as it entered the war zone. The first torpedo hit the explosive cargo and blew the bottom out of the Lusitania. It sank in only 18 minutes. 126 innocent civilians died. Wilson now had his provocation to rally people ignorant of the true facts behind the "War to End All Wars" (WWI). Deception personified.

The U.S. participation in WWI exacerbated the national debt so that it became impossible for us to pay it off in 1929. Wasn't that a nice coincidence? It also enhanced the **War Powers Act** that the illegitimate President, Mr. Abraham Lincoln, by Executive Order (as Commander-In-Chief) put in place during his Presidency. This **War Powers Act** was re-enforced and the **Trading with the Enemy Act** of 1917 was passed to define, regulate, and punish those who were trading with enemies, and were then required by that act to be **licensed** by the government to do business, any business. (*This will become more important later on.*)

THE GREAT DEPRESSION: FROM SOVEREIGNTY TO SERVITUDE

We all know what happened in 1929. This was the year of the stock market crash and the beginning of The Great Depression. The stock market crash moved billions of dollars from the people to the banks. This also removed cash from circulation for the people's use. Those who still possessed any cash, invested in high interest yielding Treasury Bonds driven higher by increased demand. As a result, even more cash was removed from circulation in the general public for private use to the point where there was not enough cash left in circulation to buy the goods being produced even for the necessities of life. Production came to a halt as excess inventory overwhelmed the market. There were more products on the market than there was cash to buy them. Prices plummeted and industries plunged into bankruptcy, throwing millions of people out of work. Foreclosures on homes, factories, businesses and farms rose to the highest level in history under the so-called new Military Social Construct of the UNITED STATES. A mere dime was literally salvation to many families now living on the street. Millions of people lost everything they had, keeping only the clothes on their backs.

In Europe, the International Bankers in 1930 declared several social compact so-called nations bankrupt, including the United States. In 1933, immediately after Franklin Delano Roosevelt took office, his first act as the illegitimate President, was to publicly declare the United States bank holiday by Executive Order (as Commander-In-Chief of the present Military Construct). He further went on to issue his so-called Presidential Executive Order on March 5th, 1933 that all United States Citizens must turn in all their gold in return for Federal Reserve Notes. This Law was passed by Congress on June 5, 1933.

All Walks of Life turned in all their gold at that time. The gold represented the hard earned fruits

of their labors. Why? Were we United States Citizens? No. We were still a sovereign people until that time. We just **thought** that we were required to turn in all our gold. Only those people living in Washington, D.C., and the 14th Amendment **c**itizens were so required. As sovereigns, we were not under the jurisdiction of the United States of America, which incorporated in 1871-1872.

When we turned in our gold, we just volunteered to be citizens of the jurisdiction and all their laws of the assumed ten miles square of the City of Washington, District of Columbia, UNITED STATES, and/or THE UNITED STATES OF AMERICA, whichever you prefer to recognize as the true designation of such Military Social Construct then or now. The people became captured by the misrepresentation of the status of the 14th Amendment as **c**itizens. Our birth records become certificates, and thereby the title to our bodies. They were registered at the Department of Commercial within their Bureau of Census. This title to our bodies, all of our property and all of our future labor, was pledged to the International Bankers as security for the alleged money owed in bankruptcy by the original signatories to the social compact known as the Several States of the Union, "The United States of America." This was done under the authority of commercial law (Babylonian law) by and through the beneficial use of Title and/or evidence of Title. The People were not in bankruptcy. Only the Corporate UNITED STATES was in bankruptcy, which had taken upon itself the debts of the prior social compact for certain power, privileges and immunities. But with the U.S. Corporation holding the title (by and through the transfer of ownership via the definition of fungible goods) to your body and life, you are now used for collateral to secure **their** national debt through birth certificates (given by parents ignorantly and voluntarily through condition of Mind and misrepresentations of Registered Agents) to be entered into the Commercial Registry and pledged to the wants and needs of the Military Social Construct's duty to service the debt owed by others at your expense. This act, in commerce, gave title to your body by way of a "constructive" contract, but fraud vitiates all contracts. You may still exercise your unalienable birthrights, an assumed among the powers of Earth, for your separate and equal station to which the Laws of Nature and Nature's Creator entitle you.

Next, the government created an artificial 'person' with your given property name, a corporation, a fictitious entity to take its place in a virtual reality of contract law and corporations. *By and through an adhesion contract via a newborn identification form with and attached ident-a-tag number for commercial registration purposes, the government then made you, the real man or woman, responsible for that fictional entity, a fiduciary and surety for an artificial entity.* Your artificial entity secured the National debt by and through your future performance of labor in exchange for the beneficial interest units (FRNs) which would arise from the beneficial use of the notes issued to you in exchange for your labor performed. This scheme allowed the Military Social Construct to service the debt obligations of the Military regime and through it you became a 14th Amendment **c**itizen of the UNITED STATES with the bonded (by United States Bonds) right to vote once registered. Then when you became of legal age of contractual consent you perfected the bonds by binding yourself to that status by registering to vote and giving general power of attorney to those elected to perform every act and deed in your stead as if physically present yourself. In other words, they got you to think and act as though you really were that fictional entity for all intents and purposes as the fiduciary surety. You agreed by your action or failure to act. YOU adhered to a contract offer because you thought or acted as though you were the receiver of the offer. In doing so, YOU were presumed to have ACCEPTED THE

CONTRACT by general acquiescence to all the terms and conditions of the status of surety for the fiction (created by the military social construct) once you had perfected the bond by binding yourself by becoming a registered voter.

All licenses and all existing contracts are made between the UNITED STATES or THE STATE OF (whatever state of condition you live in) and your artificial entity. That fictitious entity binds you to the UNITED STATES and its sub-corporations because they have, through adhesion contracts as stated, made you, the real man or woman, fiduciary and responsible for that artificial entity. Of course, you voluntarily sign, and even request, all those contracts, don't you? It seems to be your name, although you probably never spell it all in capital letters as they do. They wish for you to think nothing of the derivatives, variations or aberrations, perhaps just something they do to be clear and error-free, respective to positive identification as most wrongfully think. All of these contracts you sign carry with it your agreement to obey and uphold all the military Executive Orders Laws, Rules and Regulations passed by the so-called President (Commander-In-Chief), the Congress of the UNITED STATES CORPORATION and THE STATE OF_____. They will be enforced against you until you decide to assume among the powers of Earth, to which the Laws of Nature and Nature's Creator entitle you, instead of the laws of Man to which you have no underlying nexus via social compact with such agencies of government of whatever construct to protect your birthrights to Life, Liberty and the Pursuit of Happiness.

From that day forward, We the People, once upon a time sovereigns who created government for our convenience and welfare, could never own property in allodium because the new State of the No Union, now had possession of it all. In 1964, the State obtained title to all private property. You can only **"rent"** homes that you believe you own by paying taxes. You only have a certificate of title to the car you think you own, and you continue to drive it because of your **"yearly"** fee of registration is assumed to be paid. The State owns the true title to our homes, our cars, to everything we thought or think we own. You **married** the State through your voter's registration card, marriage license therefore allowing your children to become wards of the State and by registering your children via the birth certificate, whereby the *commercial vehicle was created for commerce,* as property of the State. All of this was pledged, including all the fruits of your future labor, to the bankers as security against the so-called national debt and was placed in the possession of the Secretary of State of each state as an agent for the Trustee of the Bankruptcy, the U.S. Secretary of Treasury. *Not knowing the rules of the game you went directly to jail, you could not pass GO and you could not collect $200!*

COWS IN THE PASTURE OR FREEDOM: THE HIDDEN CHOICE

The way out of this is dilemma can be very complex. In fact, its complexity was intentional. Roosevelt had violated the law by placing all people into involuntary servitude without their true consent. **Congressman Louis T. McFadden** brought formal charges against the Federal Reserve and the Secretary of the Treasury and was coming dangerously close to calling for impeachment of Franklin D. Roosevelt. Two months AFTER the Executive Order, on **June 5,**

1933, the **Senate** and **House of Representatives, 73d Congress, 1st Session, at 4:30 pm** approved **House Joint Resolution (HJR) 192:** Joint Resolution To Suspend The Gold Standard And Abrogate The Gold Clause, Joint Resolution to assure uniform value to the coins and currencies of the United States. This is the Act which formally declared the bankruptcy of the UNITED STATES.

F.D.R., by Executive Order as the Commander-In-Chief of the military social construct, declared all people outside the militarily federalized territories to be the enemy by illegally altering the **Trading with the Enemy Act of 1861,** revised **1918.**

The creation of Federal Zone citizenship was strengthened when you were told to apply for a Social Security number after **1935.** The so-called benefits offered by this contract were hurriedly and voluntarily entered into when the Social Security Act was signed into law because, once again, the true facts regarding the outcome of accepting such benefits were withheld due to misrepresentation and the lack of full disclosure. Further, contracts were to be entered into and license to be applied for–all voluntary actions. We, unknowingly, were entering into lifelong servitude to receive the benefits of the Lord of the Manor, the so-called Military Social Construct Act, for and under the Order of the Money Kings and the Crown of England as the Exchequer of the Vatican Treasury. We had descended into feudal vassalage not seen since before the signing of the **Magna Charta** (1215) without even recognizing it.

The so-called President, Mr. Franklin Delano Roosevelt, then called all the Governors into Washington D. C. for a conference. This was the beginning of the States losing the remainder of any semblance of their former Sovereignty. It was not until **1944** that the **Corporate States** lost all of their power over the **Corporate United States** with the **Buck Act.** With this Act, the states became, essentially, 14th Amendment citizens as well. This Buck Act completed the destruction of the corporate states having any power to protect themselves against usurpation by the Military Social Construct known as the United States Government. The corporate states now fell under the jurisdiction of Washington, D.C., as mere supervised units under the so-called federal system.

Strangely enough, on **October 28, 1977, H.J.R.-192** was quietly **repealed** by **public law 95-147, 91 Stat. 1227. "The joint resolution entitled** 'Joint resolution to assure uniform value to the coins and currencies of the United States' **approved June 5, 1933 (31 U.S.C. 463), shall not apply to obligations issued on or after the date of enactment of this section."**

The reason for the repeal of **HJR-192** is somewhat obscure. After **44** years of unchallenged implementation, this public policy was clearly established by custom, usage and participation in the credit system by the so-called American public. Those of us operating on the privilege of limited liability, via the public credit, are still bound unless such liability is discharged back to the original source of the debt generated by the issuance of money of account under the copyrighted military script known as **Federal Reserve Notes.**
The adoption of the **Uniform Commercial Code** (U.C.C.) by all entities allowed them to use the designated copyrighted name of each and every State in 1964, along with a number of other like laws and Acts, were incorporated within the military social construct of the sub-multi-jurisdictional franchised venues in the military social construct known as the United States. This

made the **Uniform Commercial Code** (UCC) the **Supreme Law of the Land** appertaining to **Secured Transactions** and even **Documents of Title, t**hough the **U.C.C.** speaks in hidden terms concerning **Documents of Title.**

COURTS SHIFT FROM COMMON LAW TO EQUTY AND ADMIRALTY COURTS

Under the social contract known as the Constitution, based on Common Law (common between those signatory, their posterity and their Agents of Trust, Profit and Honor), the Republican form of Government of the Continental United States provides for legal cases: at **Law**, in **Equity**, and in **Admiralty.**

> **(1) Law** is the collective organization of the individual right to lawful defense as it operates over the creators of such social compact. It is the will of the majority, which created such compact, the organization of the natural right of lawful defense. It is the substitution of a common force for individual forces in a reality were such individual power is limited by Unity, to do only what the individual forces have a natural and lawful right to do but in harmony with each member of the whole to secure the benefits of the one and at the same time for all signatory thereto: to protect themselves, their posterity, their liberties, and properties; to maintain the right of each, and to cause justice to reign over all willing to declare to each such pledge as necessary to accept and carry out the obligations of such compact. Since people, singularly, cannot lawfully use force against any peoples, liberty, or property of another people in most cases due to circumstances naturally lacking any contractual foundational societal nexus so-to-speak, the common force—for the same reason—cannot lawfully be used to destroy the people, liberty, or property of any people or groups of peoples. Law allows you to do anything you want to, as long as you don't infringe upon the life, liberty or property of anyone else. Law does not compel performance with a remedy for breach of the International Public Order, whether locally or otherwise.

Today's so-called laws (ordinances, statutes, acts, regulations, orders, precepts, etc.) are often erroneously perceived as law, but just because something is called a "law" does not necessarily make it law. [There is a difference between **"legal"** and **"lawful."** Anything government does is assumed legal, but it may not be expressly lawful.]

> **(2) Equity** is the jurisdiction of compelled performance (for any **contract** you are a party to) and is based on what is fair in a particular situation. The term **"equity"** denotes the *spirit and habit* of fairness, justness, and right dealing which would regulate the intercourse of men with men. Connected by agreement and obligations to perform accordingly, as governed amongst those who are signatory or otherwise by such general acquiescence among them until such time as circumstances may arise to separate the bands which either united them or otherwise which have lead them to accept such circumstances for whatever reason. You have no rights other than what is specified in your contract, which is governed by the foundational social compact. Equity has no

criminal aspects to it.

(3) Admiralty is compelled performance plus a criminal penalty, a civil contract with a criminal penalty outside of any social compact guaranteeing any privileges or immunities from such application of Admiralty jurisdiction.

By **1938** the gradual procedural merger between law and equity actions (i.e., the same so-called courts had jurisdiction over legal, equitable, and admiralty matters) was recognized and accepted. The military social construct was bankrupt. It now was owned by its creditors (the international bankers) who **controlled everything**—the Congress, the Executive, the courts, all the States and their legislatures and executives, all the land, and all people through misrepresentation and an absolute fraud perpetrated from condition of mind. This was brought about by those exercising an unjust persuasion over all **Walks of Life** not only locally but upon a planetary scale as well. Everything was mortgaged in support to the so-called national debt. *They had gone from being sovereigns over government to subjects under government*, through the use of negotiable instruments to discharge people's debts with limited liability, instead of paying people's debts at common law with gold or silver coin according to the original mandate of the now non-existent Constitution of the social compact formally known as "The united States of America."

A change in **their** system of law from public law to private commercial law was recognized by the Supreme Court of the United States in the **Erie Railroad vs. Thompkins case of 1938.** In the same year, the procedures of Law were officially blended with the procedures of Equity. Prior to 1938, all U.S. Supreme Court decisions were based upon public law—or that system of law that was allegedly controlled by the social compact's Constitutional limitation. Since 1938, all U.S. Supreme Court decisions are based upon what is termed public policy.

Public policy concerns commercial transactions made under the Negotiable Instrument's Law, which is a branch of the **International Law Merchant.** This has been codified into what is now known as the Uniform Commercial Code. This system of law was made uniform throughout the fifty franchise sub-states by the cunning of the Military Social Construct of the UNITED STATES in Congress Assembled.

In offering grants of negotiable paper (Federal Reserve Notes), which the Military Congress gave to the fifty sub-states of the former Union for education, highways, health, and other purposes, Congress bound all the former States of the Union into a commercial agreement with the Federal Military United States (as distinguished from the Continental United States). The fifty States accepted the "benefits" offered by the Federal Military United States as the consideration of a commercial agreement between the Federal United States and each of the corporate States. The corporate States were then obligated to obey the Congress of the Federal United States. They became supervised units of the military federal system and had to assume their portion of the equitable debts of the Federal United States to the international banking houses, for the credit loaned. The credit which each sub-state received, in the form of federal block grants, was predicated upon equitable paper.

This system of negotiable paper binds all corporate entities of government together in a vast

system of commercial agreements, has altered their court system from one under the Common Law to a Legislative Article I Court, or Tribunal, system of commercial law. Those people brought before this court are held to the letter of every statute of government on the federal, state, county, or municipal levels unless they have exercised the **REMEDY** provided for them within that system of Commercial Law whereby, when forced to use a so-called "benefit" offered, or available, to them from the so-called government, they may reserve their former right, under the Common Law guarantee of same, to not be bound by any contract, or commercial agreement that they did not enter knowingly, voluntarily, and intentionally. But once this has been done according to **International Public Order,** such people are obliged to subject themselves to their former state if that do not emerge into any other political status freely determined by a people, according to the same **International Public Order** constituting modes of implementing the right of self-determination by these peoples into such a social compact for their safety, liberty, and the pursuit of their happiness.

In **1976,** the Military Social Construct's **"United States in Congress Assembled"** took away any semblance of law or justice left within **their** court system. All law today is now **construed, constructed** and made up by the judge as it happens before your very eyes. Common law has almost disappeared from the courts. They took away any control or authority anyone, whosoever, might, or could, have had over the court system. **This has been well hidden from all of Walks of Life.**

Many of the people entering into such courts often wonder why and how the courts can simply override the laws that are paraded before them as extant and used by them in their paperwork to seek remedy to state a just claim of action for governmental abuse. It's very simple now that we know how they do it. They operate on the words **'construe and construct,'** with unrestricted liberty per **Senate bill 94-201 and 94-381.**

A simple word such as **'in'** changed to **'at'** as in **'at law'** or **'in law'** has a totally separate meaning. For example: If you are in the river, you are wet, you can swim, etc., but if you are at the river, you might enjoy a refreshing picnic, play baseball or run races. See the difference a simple word can make? The attorneys often change this word when they answer your motions – in addition to many others to direct the crossing over of their duty **'at law'** in attornment owed to the **Chamberlains** of the Exchequer of the Treasury of the **Vatican**.

It will pay you in dividends to read the answers of attorneys to your so-called paperwork. Compare what they say the case law says to the actual case law itself. You'll discover that they have actually changed the words therein. You might say this would appear to be unlawful. No, not, according to the U.S. Code.

As you see, they can now construe and construct any law or statute to mean whatever they decide it means for their benefit. You don't know any of this. You think they are railroading you in a kangaroo court. No, they are 'legal' in what they do. They usually follow the law to the letter; **Their** law, private law, the law of contract, which you know nothing about. This law is called contract law.

A RECENT EXAMPLE:
COUNTING VOTES DECLARD IRRELEVANT BY THE SUPREME COURT

In 1999, I watched in utter amazement as the Supreme Court of the United States overturned the Florida State Supreme Court's decision to proceed with a recount of the contested ballots and the Eleventh District's Court decision to uphold the decision of the Florida court. In Orwellian doublespeak, Chief Justice Antonin Scalia wrote on Saturday, December 9, 1999:

> "The counting of the votes that are of questionable legality does, in my view, threaten irreparable harm to **Bush**, and to the country, by casting a cloud upon which he claims to be the legitimacy of his election. Count first, and rule upon legality afterwards, is not a recipe for producing election results that have the public acceptance democratic stability requires."

It was a brazen and Orwellian declaration. What people who call themselves "American," who believe in democracy, could claim that something was wrong with counting votes "first?" What so-called American, who believes in democracy could declare one candidate the winner and protect him from "irreparable harm" if a vote count showed him not to be the winner, after all? Of course, it doesn't make any sense, unless you realize the foundation upon which Chief Justice Antonin Scalia based his transparently partisan remarks. He doesn't believe in democracy, he doesn't even believe in republicanism. He is a militarist monarchist attorney and the Chief Chamberlain of the Exchequer of the Treasury of the Vatican in the U.S. Now don't get me wrong, because I believe that those who are not willing to exercise their Creator-Given Unalienable Birthrights to emerge out of slavery into Sovereignty are worthy of neither safety nor such liberty exercised by those who have united to emerge into a social compact for the exercise of such safety and liberty.

Chief Justice Antonin Scalia revealed his true motivations when he spoke on the subject of capital punishment at the University of Chicago (February 2002). During his remarks, he stated: "*The reaction of people of faith to this tendency of democracy to obscure the divine authority behind government should not be resigned to it, but the resolution to combat it as effectively as possible*."
("God's Justice and Ours. "http://www.firstthings.com/ftissues/ft0205/articles/scalia.html)

Is it possible for Democracy to obscure Divine Authority behind government? Perhaps this helps shed some light on why Chief Justice Antonin Scalia and the four other right-wing "Justices" could so easily subvert any election process and, through an act of divine intervention, usher the son onto the throne lost some eight years earlier by his father, George I. We are assuming that we are still independent sovereigns and freemen as declared by the Declaration of Independence and that the so-called Constitution is still in effect, or that such a document has ever had anything to do with all Walks of Life. Chief Justice Antonin Scalia has no such illusion. History supports his position, sorry to say.

Chief Justice Antonin Scalia is an ideologue so accustomed to all Walks of Life and their

willingness to continue to be subjects that he does not even consider the ideal of a government of, by, and for the people. That ideal has remained as a useful fiction to be taught in Civics classes and mouthed by the politicians to continue to delude the youth of the people even when the people grow up and are repeatedly shown that the facts are absolutely opposite of what has been taught. Chief Justice Antonin Scalia knows that we are mere chattel by presumption. Since we have not even discovered that our status as freemen or Sovereign has been lost, through more than two hundred years of our assumed history, much less withdrawn our implied consent to be subjects, we are presumed to be subjects before the so-called courts and in the minds of people like Chief Justice Antonin Scalia. Due to the control of institutional centers of education, where we became brained washed in our adolescent years to believe in a system which no longer exists, even if we never had any nexus with that former system which was being taught, that our rights were secure by and through such former system of government.

Chief Justice Antonin Scalia speaks of civil disobedience with contempt and quotes the Bible, **"Ye must needs be subject."** We must, as mere servants of the ruling class, acquiesce to our divinely guided leaders. Who are we, as mere subjects, to question those who make the laws and interpret them? After all, he says that **"Government carries the sword as 'the minister of God,'** to **'execute wrath' upon the evildoer."** No, he has not reverted to a justice of another time—WE have, by our ignorance and silence, acquiesced to a lower status reminiscent of another time.

There you have it! In his eyes, we are subjects unworthy of honor, peace and justice. Somehow Chief Justice Antonin Scalia's statements seem like a long way from the Declaration of Independence in which so-called Americans stood before the world as Sovereigns invested with certain unalienable rights, including the right to life, liberty and the pursuit of happiness. After the American Revolution, the monarchies of Europe saw the Republican form of Democracy as an unnatural, ungodly, ideological threat, just as radical and dangerous as Communism was regarded by Western nations upon its inception. Just as the 1917 Communist Revolution in Russia spawned other revolutions around the world, the American Revolution provided an example and incentive for people all over the world to overthrow their European monarchies whether wrong or right. What has happened? When did we give up our natural, Creator-Given Unalienable Birthrights for just any system of government whether monarchial or otherwise? Our forefathers fought and won that war didn't they? NOT SO!

VICE-ADMIRALTY COURTS

In English Law, Courts established in the Kings/Queen's possessions beyond the seas had jurisdiction over maritime causes, including those relating to booty or prize.

The United States of America is lawfully the possession of the English Crown per original commercial joint venture agreement between the colonies and the Crown, and the social compact under the Constitution, which brought all the states (only) back under British ownership and rule. The people, however, had sovereign standing in law, independent to any connection to the States or the Crown under the Constitution. This fact necessitated that the people be brought back, one

at a time, under British Rule. The commercial process was the method of choice in order to accomplish this task. First, via the 14th Amendment and secondly, by and through the registration of our birth registries and property, and thirdly, via the voter registration process whereby those who registered to vote gave general power of attorney without restriction, reservation or limitation to act in their stead once in office, and without any recourse. All such courts in America are Vice-admiralty courts in the Crown's private commerce. Read the definition of **"Courts of Exchequer"** (for the Treasury of the Vatican) as defined in the **3rd**, **4th**, or **5th** Editions of **Black's Law Dictionary.** Pay close attention to the term **"fiction."**

"**In English law.** A very ancient court of record, set up by William the Conqueror as a part of the *aula Regis*, and afterwards one of the four superior courts at Westminster. It was, however, inferior in rank to both the king's bench and the common pleas. It was presided over by a chief baron and four puisne barons. It was originally the king's treasury, and was charged with keeping the king's accounts and collecting the royal revenues. But pleas between subject and subject were anciently heard there, until this was forbidden by the *Articula super Chartas,* (1290,) after which its jurisdiction as a court only extended to revenue cases arising out of the non-payment or withholding of debts to the crown. But the privilege of suing and being sued in this court was extended to the king's accountants, and later, **by the use of a convenient fiction** to the effect that the plaintiff was the king's debtor or accountant, the court was thrown open to all suitors in personal actions. The exchequer had formerly both an equity side and a common-law side…"

'emphasis added'

THE "NEW DEAL"
UNITED STATES BANKRUPTCY

The Looting of a Nation—America's New Deal

The document on the facing page is a reconstruction of **House Joint Resolution 192.** It was obtained through the Congressional Research Service by the local congressional representative. The Congressional Research Service is a service of the Congressional Law Library and is closed to public access.

Many who read **H.J.R. 192** (on page 160) fail to comprehend its extraordinary significance, so a bit of introduction is in order. Its six paragraphs have done more to change the legal and financial landscape of America than perhaps any six paragraphs written prior to, or since, **June 5th 1933.** It represents no less than the wholesale confiscation of the wealth of the people—the biggest theft in history **(see *Executive Order June 5, 1933*).** All property and labor into perpetuity was pledged to the **International Banking Cartel.** Note that the word manipulators are in top form here—the word **"bankruptcy"** is never mentioned. The Military Congress spent all of **38** minutes **'debating'** this bill. Evidently it would have been far more painful for those who are called Americans to accept the second offer that was being extended by the bankers.

Considering the ease of obtaining incontrovertible evidence about the bankruptcy, it is shocking to learn that the majority of Americans are completely unaware that the bankruptcy ever occurred, how they were drawn into it, or how it has become embedded in their lives. Mention this to your friends and they will probably look at you with surprise. Then, when you drop the real bomb on them, they'll think you took a plunge off the deep end:

> ***"Federal Reserve Notes, mere promises to pay, are equivalent in value to Monopoly® money," and you don't have actual title to your homes or vehicles either—you only get to use them if you pay your use fees in the form of license, registration, and property tax."***

So complete in the comfort of their illusions are those who call themselves Americans that they give new meaning to the phrase, ***"There's a sucker born every second."*** If you create a system which is fraud from end to end, and is both self-reinforcing and transparent, people won't even realize it exists, or the reasons for its existence, or what they do to perpetuate its existence. This may be because of fear of what is not understood. The only thing one has to **fear** is **fear** itself. This fear arises when the very foundation of each and every action perpetrated is founded upon illusionary trickery that, when exposed, creates the need for even more deceit and fraud to maintain a semblance of order. This phenomenon is known as **psychological dissonance**—getting closer to the truth would require the rejection of almost everything that one has been taught to believe is **"real."** Once you realize that the spectacles being played out daily in their courts, financial markets, institutions of higher learning, entertainment, and the world of politics are little more than clever charades for perpetuating false perceptions, the reason for the peoples collective **"State-Of-Confusion"** comes more sharply into view.

Here is **short list** of popular beliefs that became fairytales after the Bankruptcy:

- All people in so-called America are citizens of the United States
- Legal persons are *flesh and blood* men and woman
- We can pay our debts in full
- Taxes are compulsory
- Our elected officials are there to serve us
- We are a nation based on Law
- The President of the United States is the most powerful office in America
- The Internal Revenue Service is a creature of the federal government
- The Federal Reserve is a creature of the Federal Government
- Abuses of power are held in check by three independent branches of government
- An attorney's first allegiance is to the client
- An attorney needs a license to practice law
- The 14th Amendment to the Constitution was about freeing the slaves
- America is a Constitutional Republic
- Statutory Laws, police, judges, and the courts have jurisdiction over you
- All Judges and police are required to take oaths of office, swearing to uphold the Constitution of the United States.
- Congress alone has been delegated the power to coin money and set its value

All of these myths will be addressed in different parts of this book. Let's now examine the events that led up to the emergency of **1933.**

In **1929,** the Military Social Construct known as the United States entered the Great Depression. At that time, most of the **Major Economic** and **Military Powers** in the world were also in a depression. You may recall that those who call themselves Americans were permitted to own gold and that their currency was backed by gold and silver. People could deposit their gold in Federal Reserve banks. Then the bank would give them a note that they could use to withdraw their gold. Due to the panic in the economic markets after the crash of 1929, people were trying to withdraw the funds from the banks in the currency form of silver and gold.

The so-called President, Mr. Herbert Hoover asked the **Federal Reserve Board of New York** for a recommendation on how to deal with the situation. One might wonder why **their** President, **Mr. Herbert Hoover,** would ask the **Federal Reserve Board** for advice. But, a review of the **"Federal Reserve"** article will show that the **Federal Reserve System** was in control of the Military Social Construct known as the United States as its **Fiscal Agent** over the **Monetary Policies** of the United States then. We are still under the same power. The **Federal Reserve Board** adopted a resolution to respond to **their** President, **Mr. Herbert Hoover's,** request.

> ***"Whereas, in the opinion of the Board of Directors of the Federal Bank of New York, the continued and increasing withdrawal of currency and gold from the banks of the country has now created a national emergency ..." [Herbert Hoover private papers of March 3, 1933]***

The **Federal Reserve board** is stating that the run on banks is causing a **"national emergency."** Since their currency was backed by gold, why would it cause a national emergency for people to

hold the gold rather than the banks? To find the answer, let's see what **their** President, **Mr. Herbert Hoover,** had to say.

> ***"... that those speculator and insiders were right was plain enough later on. This first contract of the 'moneychangers' with the New Deal netted those who removed their money from the country a profit of up to 60 percent when the dollar was debased." [Hoover Policy Paper, written by the Secretary of Interior and Secretary of Agriculture]***

Their President, **Mr. Herbert Hoover,** is saying that those with inside knowledge had already removed the money **(gold)** from the country before the people started demanding their money from the banks. Since the banks didn't have the gold the people were demanding, the banks needed protection. So, the **Federal Reserve Board** went on to propose **their** President, **Mr. Herbert Hoover,** issue an **Executive Order** based upon the **Trading with the Enemy Act** of **1917** as follows:

> ***"Whereas, it is provided in Section 5(b) of the Act of October 6, 1917, as amended, that 'the President may investigate, regulate, or prohibit, under such rules and regulations as he may prescribe by means of licensure or otherwise, any transaction in foreign exchange and the export, hoarding, melting, or ear markings of gold or silver coin or bullion or currency, ***". [Herbert Hoover private papers of March 3, 1933, emphasis added]***

Their President, **Mr. Herbert Hoover,** declined to issue the order, but then Mr. **Franklin Delano Roosevelt** was inaugurated as **their** President, on **March 4, 1933.** In his inauguration speech, he requested that Congress grant him **emergency powers** equal to those he might have in **times of war** to allow him to deal with the crisis. On **March 5, 1933,** he issued **Proclamation 2038** requesting a **Special Session of Congress** beginning on **March 9, 1933,** to deal with the banking emergency. Then, on **March 16, 1933,** the illegitimate President, Mr. Franklin Delano Roosevelt, issued **Proclamation 2039** to indicate to the Congress what kind of **emergency powers** he was asking for. This proclamation had exactly the same wording as that proposed by the **Federal Reserve Board.** But the Proclamation had no authority until Congress met to give him the required authority.

One might well ask how the **Federal Reserve Board** could have such influence over **their** acting President. Some researchers speculate that the depression was engineered by the **Federal Reserve System** and the **International Bankers** that it represents **[see the essay "*Secrets of the Federal Reserve*" for information about the link between the Federal Reserve System and International Bankers].** The bankers' motive was to further consolidate their power. They already controlled the monetary policy of the UNITED STATES. It is also speculation that the military social construct known as the U.S. government was **told** that it had no choice in cooperating with the **Federal Reserve Board, (international bankers)** or the **depression** would remain **indefinitely.** Under such political blackmail, **their** President, Congress, and Courts were willing to acquiesce to the demands of the (Money Kings) bankers. Bear these speculations in mind as you read who, quickly, gave the **Federal Reserve System** what it wanted. These speculations will be an area for further research.

The very **first Act** passed by Congress when they met in Special Session has the following preamble.

> ***"Be it enacted by the Senate and the House of Representative of the United States of America in Congress assembled, that the Congress hereby declares that a serious emergency exists and that it is imperatively necessary to speedily put into effect remedies of uniform national application." [bold emphasis added]***

On the **first day** of their **special session,** Congress approved **Proclamation 2039.** On the **same day, their** President, **Mr. Franklin Delano Roosevelt,** re-issued it as **Proclamation 2040.**

> ***"Whereas, under the Act of March 9, 1933, all Proclamations heretofore or hereafter issued by the President pursuant to the authority enforced by section 5(b) of the Act of October 6, 1917, as amended, are approved and confirmed;" [President Roosevelt's Proclamation 2040].***

On that **same day,** Congress passed the **following statute:**

> ***"During time of war or during any other period of national emergency declared by the President, the President may, through any agency that he may designate, or otherwise investigate, regulate, or prohibit under such rules and regulations as he may prescribe by means of licensure or otherwise, any transaction in foreign exchange, transactions of credit between or payments by banking institutions as defined by the President and export, hoarding, melting, or ear markings of gold or silver coin or bullion or currency, by any person within the United States or anyplace subject to the jurisdiction thereof." [Title 1, Sec. 2, 48 Statute 1, March 9, 1933, emphasis added]***

This is exactly the same language that was found in the **1917 Trading with the Enemy Act**. The exclusion of transactions within the **UNITED STATES** had been removed from the **Statute.**

This **statute** can now be found in the **United States Code at 12 USC § 95b.** This is the **current version** of the statute. Notice that the wording is almost identical to that found in the **1933 statute** (shown in above paragraph).

> ***"Sec. 95b. - Ratification of acts of President and Secretary of the Treasury under section 95a. The actions, regulations, rules, licenses, orders and proclamations heretofore or hereafter taken, promulgated, made, or issued by the President of the United States or the Secretary of the Treasury since March 4, 1933, pursuant to the authority conferred by section 95a of this title, are approved and confirmed." [12 USC § 95b]***

This **version says** that the authority is granted in **12 USC § 95a.** But if you look in the **notes** to that **statute** you will see that the **original source** authority is located in **"Oct. 6, 1917, ch. 106, Sec. 5(b), 40 Stat. 415"** and later in **"Mar. 9, 1933, ch. 1, title I, Sec. 2, 48 Stat. 1."** So, the alleged President still has the authority as it was originally granted in **1917** and later modified in **1933.**

The effect of this **emergency power** is that all who call themselves Americans are now part of the **Trading with the Enemy Act,** as amended in **1933.** The significance of this change will soon become apparent.

Since the bankers didn't have gold to pay out, the alleged President, **Mr. Franklin Delano Roosevelt** used **Proclamation 2039** and **2040** along with the provisions of **12 USC § 95b** to create a **banking holiday.** This can be verified if we read the definition for **"Banking Holiday of 1933."**

> ***"Bank holiday of 1933. Presidential Proclamations No. 2039, issued March 6, 1939, and No. 2040, issued March 9, 1933, temporarily suspended banking transactions by member banks of the Federal Reserve System. Normal banking functions were resumed on March 13, subject to certain restrictions. The first proclamation, it was held, had no authority in law until the passage on March 9, 1933, of a ratified act (12 U.S.C.A. § 95b). The present law forbids member banks of the Federal Reserve System to transact banking business, except under regulations of the Secretary of the Treasury, during an emergency proclaimed by the President. 12 U.S.C.A. § 95." [Black's Law Dictionary, 5th Edition, emphasis added]***

The restrictions mentioned in the above definitions are that the bankers had to be **licensees** before they could be reopened. **A license is something that grants authority to do something that would otherwise be illegal.** Trading (or conducting business) with the enemy (so-called Americans on assumed American soil) was made an **illegal** activity unless **licensed.** Their President, **Mr. Franklin Delano Roosevelt's,** papers revealed that the government will grant the license.

> ***"The Secretary of the Treasury will issue licenses to banks which are members of the Federal Reserve System whether national bank or state, located in each of the 12 Federal Reserve Bank cities, to open Monday morning." [President Roosevelt's papers]***

Another provision passed on **March 9, 1933** giving **Federal Reserve Agents** the authority to act as **Agents of the U.S. Department of Treasury.** This seems strange since the **Federal Reserve System** is a private business.

> ***"When required to do so by the Secretary of the Treasury, each Federal Reserve agent shall act as agent of the Treasurer of the United States or of the Comptroller of the currency, or both, for the performances of any functions which the Treasurer or the Comptroller may be called upon to perform in carrying out the provisions of this paragraph. [48 Stat. 1, emphasis added]***

We've already seen that insiders had removed most of the gold from the banks (warehouses) before the people started demanding their money from the bankers. The bankers didn't have the money the people were demanding, so the bankers sought protection. In order to do this, the **people had to be declared the enemy.** The **Trading with the Enemy Act,** as revised in **1933,** accomplished this. Then Congress passed a **statute** that **authorized stiff fines** and/or **prison**

sentences if people didn't turn in their gold. **This would be considered High Treason, if it wasn't a hoot, that such power used was founded solely upon the Law of Necessity and not a true representation of such authority by a fully aware and informed people.**

> ***"Whenever, in the judgment of the Secretary of the Treasury, such action is necessary to protect the currency system of the United States, the Secretary of the Treasury, in his discretion, may regulate any or all individuals, partnerships, associations and corporations to pay and deliver to the Treasurer of the United States any or all gold coin, gold bullion, and gold certificates owned by such individuals, partnerships, associations, and corporations. ... Whoever shall not comply with the provisions of this act shall be fined not more than $10,000 or if a natural person, in addition to such fine may be imprisoned for a year, not exceeding ten years." [Stat 48, Section 1, Title 1, Subsection N, March 9, 1933, emphasis added]***

So, not only were people not able to get their gold, but their gold was confiscated by the military social construct of government. Since all money was gold and silver certificates and all of this money had to be turned in, the people were left without any money of exchange in Law.

> ***"During this banking holiday it was at first believed that some form of script or emergency currency would be necessary for the conduct of ordinary business. We knew that it would be essential when the banks reopened to have an adequate supply of currency to meet all possible demands of depositors. Consideration was given by government officials and various local agencies to the advisability of issuing clearing house certificates or some similar form of local emergency currencies. On March 7, 1933, the Secretary of the Treasury issued a regulation authorizing clearing houses to issue demand certificates against sound assets of the banking institutions. But this authority was not to become effective until March 10th. In many cities, the printing of these certificates was actually begun. But after the passage of the Emergency Banking Act of March 9, 1933, (48 Stat. 1) it became evident that they would not be needed because the act made possible the issue of the necessary amount of emergency currency in the form of Federal Reserve Bank Notes which could be based on any sound assets owned by the banks." [Roosevelt's papers, bold emphasis added]***

So we see that **their** President, **Mr. Franklin Delano Roosevelt's** papers admit that the **Emergency Banking Act** made it possible to issue **emergency currency** that was based upon the **Assets** of the **banks** rather than upon **gold** or **silver** (remove the U.S. from the gold standard). The **"emergency currency"** was **"Federal Reserve Bank Notes." Federal Reserve Notes** are still used today.

Next we will see what was to be used to back up the **"Federal Reserve Bank Notes."**

> ***"Upon the deposit with the Treasurer of the United States, (a) of any direct obligations of the United States, or (b) of any notes, drafts, bills of exchange or bankers acceptances acquired under the provisions of this Act, any Federal Reserve bank making such deposit in the manner prescribe by the Secretary of the Treasury shall be entitled to receive from the Comptroller of the currency circulating notes in blank, duly***

registered and countersigned." [Emergency Banking Act of March 9, 1933, section 4, Public Law 89-719]

Later in **1933,** the **House of Representatives** passed a **joint resolution** to **"Suspend The Gold Standard and Abrogate The Gold Clause"** which says in part:

"That (a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or particular kind of coin or currency, or in as amount of money of the United States measured thereby is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred." [House Joint Resolution 192, June 5, 1933, emphasis added]

Since this measure was passed as a **joint resolution,** it does not have the force of law. You will notice that the resolution uses the term **"public policy."** We frequently hear the term **"public policy"** used. But what does it mean?

*"**policy.** The general principles by which a government is guided in its management of public affairs." **[Black's Law Dictionary, 7th Edition]***

*"**public policy.** Broadly, principles and standards regarded by the legislature or by the courts as being of fundamental concern to the state and the whole of society." **[Black's Law Dictionary, 7th Edition]***

Public policy is not the same thing as public law!

*"**public law.** The body of law dealing with the relations between private individuals and the government, and with the structure and operation of the government itself; ... A statute affecting the general public..." **[Black's Law Dictionary, 7th Edition]***

This is a rather startling admission on the part of Congress. **They are saying that what they are doing by refusing to pay the federal debt in gold is not according to the law but rather a public policy.**

So, we see that the currency was no longer backed by gold (even if it is only a public policy). The new currency was **Federal Reserve Bank Notes.** These notes were, and still are, backed by **"direct obligations of the United States"** which are **Treasury notes.** They are also backed by bank **"notes, drafts, bills of exchange, and bank acceptances."** This last group is notes **(loans)** that **Federal Reserve** member banks were holding on **loans** they had made to people and institutions. So the **public** or **private debt instruments** of the banks were considered **Assets to be deposited in the Treasury** in exchange for **"circulating notes."** Excerpts can further prove this from the **Congressional Record** during the **debate** over the **Emergency Banking Act of 1933.**

[Mr. McPhadin] "... The first section of the bill, as I grasped it, is practically the war powers that were given back in 1917. I would like to ask the chairman of the committee

if this is a plan to change the holding of the security back of the Federal Reserve notes to the Treasury of the United States rather than the Federal Reserve agent."

[Mr. Stiggle] "This provision is for the issuance of Federal Reserve bank notes; and not for Federal Reserve notes; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section to which the gentleman has referred."

[McPhadin] "Then the new circulation is to be Federal Reserve bank notes and not Federal Reserve notes. Is that true?"

[Mr. Stiggle] "Insofar as the provisions of this section are concerned, yes."

"[Mr. Britain] "From my observations of the bill as it was read to the House, it would appear that the amount of bank notes that might be issued by the Federal Reserve System is not limited. That will depend entirely upon the amount of collateral that is presented from time to time from exchange for bank notes. Is that not correct?"

[McPhadin] "Yes, I think that is correct."

It should be clear that the currency was no longer backed by gold but by a **promise to pay** on various **debt instruments (loans to private individuals or businesses and the government**). So, there were no **Hard Assets** backing up the **currency, only promises.** In the case of government loans, the collateral would be the **"full faith and credit of the United States."** This is very strong evidence that the federal government was **bankrupt** at that time. If it weren't, the federal government would still be willing to **pay its obligations in gold and the currency would still be backed by gold.**

Who did the federal government owe money too? The obvious answer is the **Federal Reserve Bankers,** who were holding the **"direct obligations of the United States."** The **Federal Reserve** is a private bank. It is not part of the government. The logical conclusion is that the government is **bankrupt** and the **Federal Reserve** is the **Creditor**.

The transition from a gold backed currency to one that was not backed by any hard asset was very swift. The **Federal Reserve Board** proposed it to **their** President, **Mr. Herbert Hoover,** but it took until a more acceptable agent resided within **their** presidency of the military social construct on **March 3, 1933** before it was implemented into law on **March 9, 1933.** This is very swift action indeed. How can we account for such a rapid change in circumstances? We have not uncovered (at least thus far) direct evidence of **undue influence** by the **Federal Reserve** (international bankers). However, their position as **Creditor** to the UNITED STATES does provide a plausible explanation as to why things changed so rapidly.

The final topic to explore...the impact of this on so-called American citizens.

Impact of Bankruptcy

So, let's clarify the difference between real money of exchange (backed by a hard asset) and a paper money of account as a substitute. Federal Reserve Notes **(FRNs)** are nothing more than **promissory notes** backed by UNITED STATES Treasury securities **(T-Bills) - a promise to pay** the **debt** to the **Federal Reserve Bank (FRB).** **The FRB allows** the military federal government constructs to create debt that causes inflation through **devaluation** of the so-called currency. Inflation occurs whenever there is an increase of the supply of a so-called fiat money supply in the economy without a corresponding increase in the money of exchange (gold and silver or some other species) backing. **Inflation is an invisible form of taxation** that irresponsible governments inflict on their subjects known as citizens. The **Federal Reserve Bank** has access to an unlimited supply of **FRNs.** The **Federal Reserve Bank** only pays for the printing costs of new **FRNs.**

We also need to understand that there is a fundamental difference between **"paying"** and **"discharging"** a debt. To pay a debt, you must pay with value or substance (i.e. gold, silver, barter or a commodity). With **FRNs,** you can only **discharge** a debt. You **cannot** pay a debt with a **debt currency** system. You cannot service a **debt** with a currency that has no backing in **value** or **substance.** *No contract in common law is valid unless it involves an exchange of* **"good and valuable consideration."**

What does the federal military government construct have to offer the Federal Reserve in payment of its debts? The next quote answers this question.

[Patton] "The money will be worth 100 cents on the dollar because it is backed by the credit of the Nation. It will represent a mortgage on all the homes and other property of all the people in the Nation." [Congressional Record, March 9, 1933, emphasis added]

We now see that the federal government has offered **all** of the **private property** in the people to its **Creditor**, the **Federal Reserve.** The government can also offer the **labor** of the **people** of the nation **[**see the article on the **"Federal Reserve"** system to see how the **IRS** is used to collect money for the **Federal Reserve]**.

This quote is evidence that the military social government construct, **"hypothecated"** all of the present and **future properties, assets,** and **labor** of their **"subjects"** to the **Federal Reserve System.**

> ***"Hypothecate. To pledge property as security or collateral for a debt. Generally, there is no physical transfer of the pledged property to the lender; nor is the lender given title to the property; though he has a right to sell the pledged property upon default." [Black's Law Dictionary, 5th Edition]***

So, the military social government construct has pledged **(mortgaged)** our property as collateral to their **Creditor**, the **Federal Reserve.** If you thought the only people who could mortgage property were the owners, you were correct. The implication is that through some mechanism,

(which will be the subject of future material on this subject), the military social government construct has taken over controlling interest in our property. If this is the case, it is a violation of the **5th** Amendment to the social contract known as the U.S. Constitution. NOT!!! What social compact contract Constitution or otherwise are you party to, now or ever, which would guarantee any right to state a Claim of Action on any agency Liability to perform in some fiduciary manner in relationship thereto? So continue to accept the delusion while the military construct continues to rape and pillage based upon your full faith and credit to continue to believe the following to wit:

> **"... nor shall private property be taken for public use without just compensation."**

You may wonder how you got roped into paying someone else's debts. The answer can be found in the **14th Amendment.**

The validity of the public debt of the United States...shall not be questioned." [14th Amendment, Section 4]

After the passage of the 14th Amendment, everyone born in the so-called UNITED STATES became a 14th Amendment [federal] **c**itizen. As such, you are held liable for the **"public debt of the United States."** To provide further evidence of military government control of our property, consider the fact that we pay property taxes. Prior to **1913,** when the **Federal Reserve Act** was passed, most so-called Americans owned property and had **Allodial titles.** There are **no** property taxes in this situation. When we buy property now, we are **not given** an Allodial title. Instead we are given a **title deed**, which is not **fee simple absolute.** To better understand, let's look at the definitions of these terms.

> **"Allodial.** Free; not holden on any lord or superior; owned without obligation of vassalage or fealty**..." [Black's Law Dictionary, 5th Edition]**

"Fee simple. A fee simple absolute is an estate limited absolutely to a man and his heirs and assignees forever without limitation or condition. An absolute or fee simple estate is one in which the owner is entitled to the entire property, with unconditional power of disposition during his life, and descending to his heirs and legal representatives upon his death in testate**." [Black's Law Dictionary, 5th Edition]**

> **"Deed.** A conveyance of realty; a writing signed by grantor, whereby title to realty is transferred from one to another**." [Black's Law Dictionary, 5th Edition]**

> **"Title deeds.** Deeds, which constitute or are the evidence of title to lands**." [Black's Law Dictionary, 5th Edition, emphasis added]**

From these definitions, it should be obvious that we do not have fee simple, absolute title to our land. If we had an Allodial title **(without obligation),** no one would have the authority to **tax** the land. They would also not have a right to sell the property if the **taxes** weren't paid. But when the property was hypothecated, the military government took that authority. The title **deed** is **evidence** that a title does exist. But the question remains who holds **title** to the property? It

would seem that the military government has taken control of our property and then they **lease it back** to us for what is called **property taxes.**

In return for turning over all the property in the so-called military social construct known as the **U.S.,** the **Federal Reserve Bank** agreed to extend the federal military social construct all the **Credit** (money substitute) it needed. Like any other debtor, **their** federal military government construct had to **assign** collateral and security to their **Creditors** as a condition of the loan. Since **their** federal military government construct didn't have any **assets,** they **assigned** the **private property** of their **"economic slaves,"** the so-called UNITED STATES **c**itizens, as collateral against the **un**-payable federal military debt. They also **pledged** the **unincorporated** federal military territories, national parks and forests, as collateral against the federal military debt (for evidence of this see the United Nations plaques in most of major so-called national parks).

You might say, **"I don't feel like an economic slave."** If not, then why are most who call themselves Americans mortgaged to the hilt and have little or no **Assets** after all debts and liabilities have been paid? Why does it feel like you are working harder and harder and getting less and less? Evidence of your economic slavery is the fact that you pay **Social Security taxes** and **income taxes.**

Remember that we said the federal military government construct could also **pledge the labor of the citizens.** The federal military government construct gets the benefit of **your** labor in the form of so-called federal employment **[income]** taxes. What you may not know is that the federal military government construct does not have any Constitutional authority to **tax your wages.** So the income tax is **voluntary.** *You volunteer to **pay off** the **public debt** when **you apply** for a **social security number** and then give it to your employer when you file a **W4** form.* If you don't believe it, find a canceled check that you have written to the **I.R.S.** Turn it over and on the back you will see that the check was endorsed for deposit in a **Federal Reserve account.** So, your check to pay your **"income tax"** was deposited into the **Federal Reserve,** a private bank, who is the acting **fiscal Agent** of the **Creditor** for the **Crown of England** as the **Exchequer of the Vatican** to service the federal military government construct's **un**-payable debt.

In summary, the Federal Military Government Construct is bankrupt. The Federal Reserve Bankers are the Fiscal Agent for the Creditor to the Federal Military Government Construct. All of **your** property and labor have been **pledged** to pay the debts of the Federal Military Government Construct. As a **UNITED STATES c**itizen, you are held **liable** for the so-called **(military)** public debt, and the service agent of the **Fiscal Agent** (Federal Reserve System) known as the Internal Revenue Service **(I.R.S.)** is the collection agency for the Federal Reserve System.

Now, I have attempted to keep this as simple as possible, so as to reach those still in the matrix so-to-speak. You can be set free from this system of control, but you must first want to be free. The **only** way that you have to emerge into any other political status freely determined by a people, is according to the **International Public Order** which constitutes modes of implementing the right of self-determination by that people recognized by the principals of **International Law**, otherwise known as the **Law of Nations** and/or the **Laws between Nations,** adopted to keep the peace within the framework of **differences** which may or may not exist

between such **jurisdictions,** however known, established by those who have emerge accordingly, for the benefit of their safety, liberty, and pursuit of happiness, by constituting a **social compact** for these benefits by which other jurisdictions may know how to treat with such compact, according to the **International Public Order.** This has existed for a millennium, to allow the exchange of intercourse/commerce between such compacts for the benefit of those who have pledged to each other their Lives, their Fortunes, and their Sacred Honor to establish their **credibility** within the **International Public Order** as a **bond** by which other **jurisdictions** may know the Condition of **Mind** of such social compact when treating with them when establishing treaties for whatever purpose.

73rd CONGRESS. SESS I. CHS 46-48, JUNE 3, 5, 1933

[CHAPTER 48]

June 5, 1933.
[H.J.Res. 192]
[Pub. Res., No.10]

JOINT RESOLUTION

To assure uniform value to the coins and currencies of the United States.

Uniform value of coins and currencies.

Whereas the holding of or dealing in gold affect the public interest, and are therefore subject to proper regulation and restriction; and

Preamble.

Whereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount in money of the United States measured thereby, obstruct the power of the Congress to regulate the value of money of the United States, and are inconsistent with the declared policy of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in the payment of debts. Now, there-fore be it.

Clauses in obligations requiring gold, etc., payment declared contrary to public policy.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts. Any such provision contained in any law authorizing obligations to be issued by or under authority of the United States, is hereby repealed, but the repeal of any such provision shall not invalidate any other provision or authority contained in such law.

No future obligation to be so expressed.

(b) As used in this resolution, the term "obligation" means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term "coin or currency" means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.

Payments to be made in legal tender.

Sec. 2. The last sentences of paragraph (1) of subsection (b) of section 43 of the Act entitled "An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks, and for other purposes", approved May 12, 1933, is amended to read as follows:

Conflicting provisions repealed.
U.S.C p. 1003
Other provisions not invalidated

"All coins and currencies of the United States (including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, public and private, public charges, taxes, duties, and dues, except that gold coins, when for single piece, shall be legal tender only at valuation in proportion to their actual weight"

Term "obligation" defined.

Approved, June 5, 1333 4.40 p.m.

Coin or currency"

National Economic Emergency Act, amended
Ante, p. 52.

Coins and currencies as legal tender.

Abrase gold coins according to weight.

Emergency Powers Fraud

*The Republican Party of Texas Executive Committee voted unanimously on **17 June 1995** to recommend rescinding the **Emergency Banking and Relief Act of March 9, 1933.***

The Libertarian Party should do the same.

*Given the many years their Republican presidents have had the opportunity to rescind their emergency powers and didn't, I have little or no faith that their Republicans or Democrats will end their military Emergency Powers and restore the Constitution to full force as it was originally established according to the principals of **International Public Order.** Our best hope is for their military social construct to declare a restatement of their social compact within the framework of International Public Order respective to the posterity to which such compact was established. Also, for those of us who wish to emerge into a position of political status according to the principals of **International Public Order** and to do so in the interest of peace within the **International Public Order** for our own safety, liberty and pursuit of happiness by declaring our pledge to each other in social compact to establish our own credibility by which others may treat with us.*

*For those of you unaware of the history of **Emergency Powers,** I include here [a monograph on the subject].*

In **1917** the **"Trading With The Enemy Act" (50 USC Appendix)** was passed. It allowed the so-called president to **"prohibit, restrict, license or regulate"** any transactions by citizens or corporations of the enemy countries operating within the U.S. during WWI. Conveniently, it was **not revoked,** even though the war and emergencies **ended.**

On **24 March 1918,** the **Act** was **amended** and its scope greatly expanded by adding **"hoarding, melting"** to the description of **foreign exchange** and by deleting the word **'such'** from **two** places in **"...and he may require any** [such] **person engaged in any** [such] **transactions... "**

In the early 1920's, the Federal Reserve's loose money policy encouraged a lot of people, especially farmers, to over-extend themselves. When the Federal Reserve contracted the money supply during the late '20s, it initiated an economic collapse that was sustained and deepened by the Smoot-Hawley tariff of 1930, which raised rates as high as 49%, purportedly to act as a price support for America's farmers. **Their** President's, **Mr. Herbert Hoover's,** interventions [helped to] create a world-wide recession.

On **6 March 1933 their** President, **Mr. Franklin Delano Roosevelt,** issued **Proclamation 2039:** under the authority of the **Trading with the Enemy Act -- "[T]he President... may prohibit.., by means of licenses, or otherwise.., the export [or] hoarding of gold or silver coin"** and ceased redeeming the legal tender **(Bills of Credit)** for gold coin **(lawful money).**

On **9 March 1933,** their President, **Mr. Franklin Delano Roosevelt,** convened the **10th Federal Congress** in **special session.**

This Military Congress declared a **state of emergency (H.R. 1491, No. 1)** and rubber-stamped **ex-post facto** Proclamations, granting **their** President, **Mr. Franklin Delano Roosevelt,** the same powers he would have in times of war. Their Congress passed the **Emergency Banking Act** without reading or debating it **(some say a newspaper was put into the hopper to represent the bill, which was still being written),** effectively suspending any remaining effect of the so-called social compact of the U.S. Constitution and imposing **Martial Law** on each and every people under the provisions of **Article I, Section 9, Clause 2.** Once an **emergency** is declared, the common law and Constitutional guarantees are abolished, and all people fall under the absolute will of the military social government construct, e.g., **public (MILITARY) policy.** Before **1933,** they had **"Statutes at Large;"** federal military legislation (public policy) was then and is now continually referred to as **"Public Law." Their** President becomes Commander in Chief, ipso facto: in effect, a non-Constitutional Dictator, acting under the Law of Necessity, the Law of War.

The **10th** (Military) Congress passed without debate the **Bank Conservation Act,** amending **section 5, subsection b of the Trading with the Enemy Act** to accommodate **Proclamation 2039.** The functional result of the changes:

> **"During time of war or during any other period of national emergency declared by the President, the President may, through any agency that he may designate.., investigate, regulate, or prohibit, under such rules and regulations as he may prescribe, by means of licenses or otherwise, any transactions.., defined by the President... by any person within the United States or any place subject to the jurisdiction thereof; and the President may require any person engaged in any transaction referred to in this subdivision to furnish under oath, complete information relative thereto, including the production of any books of account, contracts, letters or other papers, in connection therewith in the custody or control of such person, either before or after such transaction is completed."**

Immediately thereafter **their** President, **Mr. Franklin Delano Roosevelt,** issued **Proclamation 2040:** under the authority of the **amended** Trading with the Enemy Act, **"[I]n view of such continuing national emergency.., all terms and provisions of said Proclamation of March 6, 1933... are.., in full force and effect until further proclamation by the President." 48 Stat. 1691.** The **"New Deal"** (by these Poker Sharks) was not to be temporary. People and their property became as chattels for the **unlimited obligations** of **their** military social construct known as the United States.

The so-called President's, **Mr. Franklin Delano Roosevelt's,** interventions created massive dependency on the federal military government construct and converted a deep recession into a long-lasting **world-wide** depression still controlling many people and so-called first, second and third world nations in bankruptcy, creating fertile ground for people like Hitler, the Democrat Party, Republican Party, or any other Party deemed to continue this tradition of planetary involuntary slavery by and through misrepresentations foisted upon the **Sovereign People of Earth** utter subjugation for **debts** to which we the **Sovereign People of Earth,** have never been given full disclosure of, with any clear understanding, consent or knowledge by their so-called Public **(Schooling)** Centers of Educational Learning as to how such fraud operates over the

Sovereign People of Earth and their **Posterity** into **Perpetuity** within the present day social compacts or constructs, nor how such fraud is enforced by powers operating via International Military Social Constructs **(U.N. Security Council)** to keep each and every living soul in subjection. This is clearly a breach of **International Public Order** in terms of the **Peace, Safety,** and **Pursuit of Happiness** declared by each and every **International Intergovernmental Organizations** or **International Non-Governmental Organizations** existing upon **Planet Earth.** The only way to keep or restore **Peace** on a **Universal** or **Planetary Scale,** for each and every **Sovereign People of Earth** or otherwise, is to teach each and every **Walk of Life** how to peaceably **emerge** into the **International Public Order** for their own safety, liberty, and happiness according to their own belief structure, by establishing their own **social compact** by which other such compacts or constructs may know how to treat with such compacts or constructs in a peaceful manner denying none a voice and passing no law without unanimous consent. In this way, each and every social compact shall maintain its reason of organic principals intact and such resources as may be necessary to secure the peace throughout each and every compact on a planetary scale or otherwise, and Peace shall be the fruit of such labor of education to the benefit all Walks of Life equally - **denying none and giving to all.**

(Well, back to the grind.) The **Act (now 50 U.S.C. 1622)** is STILL in full force and effect. It is referred to as the source of authority for much of the Public Law found in the United States Code. Every president since **Mr. Franklin Delano Roosevelt,** has declared or re-declared, a **national emergency** to retain their **Martial Law Powers.** An amendment to the **Emergency Powers Act** was passed in **1977** and **enacted in 1979.**

This amendment requires the declaration be done **annually,** but that didn't dissuade **their** so-called Presidents. Like clockwork, they each declare or extend another bogus **national emergency.** The threats posed to the so-called U.S. by Granada, Panama, and Haiti, international terrorism, justified a few of the more recent, of a long line of, **national emergency** frauds. Here is one declared in the nineties:

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release November 9, 1995

NOTICE

CONTINUATION OF EMERGENCY REGARDING WEAPONS OF MASS DESTRUCTION

On **November 14, 1994,** by **Executive Order No. 12938,** I declared a **national emergency** with respect to the unusual and extraordinary threat to the national security, foreign policy, and economy of the United States posed by the proliferation of nuclear, biological, and chemical weapons (**"weapons of mass destruction"**) and the means of delivering such weapons. Because the proliferation of weapons of mass destruction and the means of delivering them continues to pose an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States, the national emergency declared on **November 14, 1994, must** continue in effect beyond **November 14, 1995.** Therefore, in accordance With **section 202(d)** of the **National Emergencies Act (50 U.S.C. 1622(d)),** I am continuing the **national emergency declared** in **Executive Order No. 12938.**

This notice shall be published in the Federal Register and transmitted to the Congress.

WILLIAM JEFFERSON CLINTON

SECRETS OF THE FEDERAL RESERVE

Seven men, representing an estimated one-fourth of the total wealth of the entire world, met in secrecy on Jekyll Island in Georgia. Through their deliberations, the Federal Reserve was conceived. Its purpose would be to protect its members from competition and ensure their monopoly of the money supply. Together, these money giants developed the strategies needed to convince both Congress and the public that this privatized cartel was actually an agency of the United States government, operating in its best interest. The men, themselves, already had vast power of their own. It's not surprising that their ploy for even more was successful. Note the players and their credentials:

1. **Nelson W. Aldrich**, Republican "whip" in the Senate, **Chairman of the National Monetary Commission**, business associate of J.P. Morgan, father-in-law to **John D. Rockefeller, Jr.**;

2. **Abraham Piatt Andrew**, Assistant **Secretary** of the **United States Treasury**;

3. **Frank A. Vanderlip**, president of the **National City Bank of New York**, the most powerful of the banks at that time, representing **William Rockefeller** and the international investment banking house of Kuhn, Loeb & Company;

4. **Henry P. Davison**, senior partner of the **J.P Morgan Company**;

5. **Charles D. Norton**, president of J.P. Morgan's **First National Bank of New York**;

6. **Benjamin Strong**, head of J.P. Morgan's **Bankers Trust Company**

7. **Paul M. Warburg**, a partner in **Kuhn, Loeb & Company**, a representative of the Rothschild banking dynasty in England and France, and brother to Max Warburg who was head of the Warburg banking consortium in Germany and the Netherlands.

In the **February 9, 1935,** issue of the **Saturday Evening Post,** an article appeared written by **Frank Vanderlip**. In it he said:

> "Despite my views about the value to society of greater publicity for the affairs of corporations, there was an occasion, near the close of **1910,** when I was as secretive - indeed, as furtive - as any conspirator....I do not feel it is any exaggeration to speak of our **secret expedition** to **Jekyll Island** as the occasion of the actual conception of what eventually became the **Federal Reserve System**....We were told to leave our last names behind us. We were told, further, that we should avoid dining together on the night of our departure. We were instructed to come one at a time and as unobtrusively as possible to the railroad terminal on the New Jersey littoral of the Hudson, where **Senator Aldrich's** private car would be in readiness, attached to the rear end of a train for the **South....**
>
> Once aboard the private car we began to observe the taboo that had been fixed on last

names. We addressed one another as **"Ben," "Paul," "Nelson," "Abe"** - it is **Abraham Piatt Andrew**. **Davison** and **I** adopted even deeper disguises, abandoning our first names. On the theory that we were always right, he became **Wilbur** and **I** became **Orville,** after those two aviation pioneers, the Wright brothers....The servants and train crew may have known the identities of one or two of us, but they did not know all, and it was the names of all printed together that would have made our mysterious journey significant in **Washington,** in **Wall Street,** even in **London.** Discovery, we knew, simply must not happen, or else all our time and effort would be wasted.

If it were to be exposed publicly that our particular group had got together and written a **banking bill,** that bill would have no chance whatever of passage by Congress.--

As with all cartels, it had to be created by legislation and sustained by the power of government under the **deception of protecting the consumer."**

As John **Kenneth Galbraith** explained it:

"It was his **[Senator Aldrich's]** thought to outflank the opposition by having not one central bank but many. And the word bank would itself be avoided."--Galbraith says **"...Warburg has, with some justice, been called the father of the system."**

Professor **Edwin Seligman**, a member of the international banking family of **J. & W. Seligman**, and head of the Department of Economics at **Columbia University**, writes that

"...in its fundamental features, the Federal Reserve Act is the work of Mr. Warburg more than any other man in the country."

Another brother, **Max Warburg**, was the financial adviser of the **Kaiser** and became **Director** of the **Reichsbank** in **Germany.** This was, of course, a **central bank,** and it was one of the **cartel** models used in the construction of the **Federal Reserve System.** The **Reichsbank,** incidentally, a few years later would create the massive hyperinflation that occurred in **Germany,** wiping out the middle class and the entire **German** economy as well.

A. Barton Hepburn of **Chase National Bank** was even more candid. He said:

"The measure recognizes and adopts the principles of a central bank. Indeed, if all works out as the sponsors of the law hope, it will make all incorporated banks together joint owners of a central dominating power."

And that is about as good a definition of a **cartel** as one is likely to find.

Anthony Sutton, former Research Fellow at the **Hoover Institution for War, Revolution and Peace**, and also Professor of Economics at **California State University**, Los Angeles, provides a somewhat deeper analysis. He writes:

"Warburg's revolutionary plan to get American Society to go to work for Wall

Street was astonishingly simple. Even today,...academic theoreticians cover their blackboards with meaningless equations, and the general public struggles in bewildered confusion with inflation and the coming credit collapse, while the quite simple explanation of the problem goes unacknowledged and almost completely not understood. The Federal Reserve System is a legal private monopoly of the money supply operated for the benefit of the few under the guise of protecting and promoting the public interest."

The real significance of the journey to **Jekyll Island** and the creature that was hatched there was inadvertently summarized by the words of **Paul Warburg's** admiring biographer, **Harold Kellock:**

"Paul M. Warburg is probably the mildest-mannered man that ever personally conducted a revolution. It was a bloodless revolution: he did not attempt to rouse the populace to arms. He stepped forth armed simply with an idea. And he conquered. That's the amazing thing. A shy, sensitive man, he imposed his idea on a nation of a hundred million people."

The attendees to **Jekyll Island,** however, were comparatively speaking, mere choir boys to the **grand family** of **International banking, Amchel Meyer Rothschild** and his **5 sons.** The **Rothschild family** built a **banking empire** throughout **Europe** by staging wars and manipulating economies.

.

"The few who can understand the system (check money and credits) will either be so interested in its profits, or so dependent on its favors, that there will be no opposition from that class, while on the other hand, the great body of the people mentally incapable of comprehending the tremendous advantage that capital derives from the system, will bear its burdens without complaint, and perhaps without even suspecting that the system is inimical to their interests."

Rothschild Brothers of London

In this essay we will see how the **Federal Reserve System** was created, why the so-called governments would want a central bank, and the effects it has had on many so-called nations. We will begin our discussion with an overview of money. We would define money as anything which is accepted as a medium of exchange or accounting. Money can be classified into the following **four** forms: ***commodity money, receipt money, fiat money*** **and** ***fractional money.*** We will describe each of these in turn.

Before money existed, people used barter to get what they wanted from others. **Barter** can be defined as ***a system in which one thing is exchanged for something else of like value.*** A barter exchange is not monetary in nature since each item has value rather than being recognized as a medium of exchange to be used later for something else. The items being bartered have intrinsic value. This concept of ***intrinsic value*** is a key to understanding the various forms of money.

COMMODITY MONEY

Commodity money is the oldest form and has its **roots** in the **barter system.** As each ancient society evolved, there were always been a few items that were more commonly used in **barter** than other **commodities.** This is because they had certain characteristics, which made them attractive to almost everyone. Eventually, these items were traded in large measure because they represented a **storehouse of value,** which could be exchanged at a later time for something else. At this point, they ceased being **barter** and became **money.** They had become a **medium of exchange.** Since the **medium of exchange** was a **commodity** with **intrinsic value,** it is called **commodity money.** Common ***examples of commodity money*** include **ornaments, colored seashells, unusual stones, cattle, sheep, corn, wheat** or **other foods.**

Eventually, when man learned how to refine **metals** and craft them into **tools,** ***the metals themselves became valuable.*** Initially these metals were traded as **commodity money** due to their **intrinsic value.** But they had some additional characteristic that made them very desirable as **money:** it was ***not perishable,*** **it was** ***portable,*** and it could be ***precisely measured.*** Money, in its fundamental form and function, needs to be a **storehouse and measure of value**. In this way, ***it is the measure by which all other things of value can be compared.*** The ability to precisely **assay** metals in **purity** and **weight** makes them ideally suited for this function. Men on every continent and throughout history have chosen metals for the **ideal storehouse** and **measure of value.**

Gold is the **one metal** that has been selected by centuries of **trial and error** to represent this **storehouse and measure of value. Silver** has run a close second to gold throughout history. There seems to be enough **gold** in the world to keep its **value** high enough for useful **coinage. Gold** is less abundant than **silver** but more abundant than **platinum.** It is a commodity in great demand for purposes other than **money.** It is sought for both **industry** and **ornamental purposes,** which **assures** its **intrinsic value.** The **purity** and **weight** of **gold** can be **precisely measured.** So, **gold** meets each of the **equipments** for **money.**

Some might argue that **gold** is inappropriate as money because there is too little of it in the world to satisfy all the needs of modern commerce. We would suggest that this is not the case. It is estimated that approximately **45%** of all the **gold** mined since the discovery of so-called America is in various vaults of the many social constructs known as government**[Money and Man: A Survey of Monetary Experience, Elgin Groseclose, p. 259].** It would be reasonable to estimate that **30%** can be found in **jewelry, ornaments** and **private hoards.** So it would be hard to argue that if **75%** of the **gold** found since Mr. Christopher Columbus is available, that it is too rare to serve as money. We would also suggest that the amount of **gold** in the world does not affect its ability to serve as **money,** it only affects the ***quantity used to measure any given transaction.*** Governments could easily mint **gold** coins in almost any size to create smaller value.

Using **gold** (or any other metal) to serve as **money** virtually guarantees the stability of a **commodity money system.** This is true because there is a fixed amount of it in existence. When the quantity of so-called **money** expands without a corresponding increase in goods, the effect is

a reduction in the **purchasing power** of each **monetary unit.** In other words, the quoted price and the price as expressed in terms of **monetary units** of good increase. The real price, in terms of its relationship to all other goods, ***remains the same.*** This is what we call **inflation.** The price of goods does not go up but rather the **value** of the **money** goes down.

To illustrate this point, let's look at some price and wage statistics. In **1913,** the year the **Federal Reserve Act** was passed, the average annual wage in so-called America was **$633.** The average **exchange value for gold** that year was **$20.67 per ounce.** This meant the average worker earned the equivalent of **30.6 ounces of gold** per year. In **1990,** the average annual wage was **$20,468.** But the average **exchange rate** for **gold** had gone up to **$386.90 per ounce.** The average worker therefore earned the equivalent of **50.9 ounces** of **gold** per year. That is an increase in wages as measured in **gold** of only **73%** while the increase in **dollars** was **3,233%.** The **73% increase** represents less than 1% per year over the period.

While this has happened, there has also been a steady increase in purchasing power (about **1%** per year) that has resulted in gradual improvements **due to technology.** This improvement in technology is the **real reason** for the improvement in the standard of living over the last **100** years.

RECEIPT MONEY

The development of receipt **(paper)** money came as a result of necessity. When a man accumulated more coins than he required for daily purchases, he needed a safe place to store (warehouse) them. **Gold**smiths filled this need since they usually had vaults to store (warehouse) the **gold** they used to create or repair jewelry for their customers. When customers stored their **gold** coins, they were given a receipt that entitled the owner to withdraw their **gold** at any time. Eventually, it became common for owners to endorse his receipt to a third party who, upon presenting the receipt, could withdraw the **gold.** These endorsed receipts where the ***forerunners to our modern checks.*** The final development stage occurred when several smaller receipts were issued rather than one large one with each imprinted ***pay to bearer upon demand.*** It became increasingly common for these **paper receipts** to be used as money of account. So you see that receipt as money of account was fully backed up by a commodity (**gold** coins) that had intrinsic value in money of exchange.

FIAT MONEY

Fiat money is money which is ***declared*** legal tend but is ***not backed up by anything*** such as **gold** or **silver.** Its two characteristics are that it is not backed up by anything of intrinsic value and it is decreed legal tender. Legal tender ***means*** that the so-called government issues a law ***requiring everyone to accept the currency in commerce.*** Since the money really is worthless, the only way the so-called government can get it accepted is by **forcing** the **people** to do so, often under **criminal penalties.** Their own **Federal Reserve Notes** are **fiat money.** If you read the article ***What Banks Don't Want You To Know,*** you will see how we got to this condition in so-called America.

Interestingly enough, the Massachusetts colony was only the ***second government in the history***

of the world to issue **fiat money** (**China** being the first). Shortly after the currency was released, the state experienced **1000%** inflation. Other colonies quickly followed the Massachusetts example with similar results. Connecticut had inflation of **800%** and the Carolinas had **900%** inflation. At the beginning of the Revolutionary War the total **(fiat)** money supply was **$12 million.** In **5** years time, an additional **$425 million** had been printed. This means the money supply had expanded by **3500%** and the original Continental dollar was trading at less than a pennies worth of its original value.

There is a typical pattern that emerges when **fiat money** is used. The government artificially expands the money supply through the issuance of more **fiat currency.** This is followed with **legal tender laws** to force the acceptance of the **fiat money.** Next, all the **gold** and **silver** disappears into private hordes or it is paid to foreign traders who insist on real **money of exchange** for their wares. Often, when the inflation is high, the government will have to issue **new bills** valued at multiples of the **old bills.** This usually leads to discontent and civil disobedience **(through barter).** The last stage of each cycle is rampant inflation and economic **chaos.**

Fiat money is used by so-called governments to obtain instant purchasing power for them without increasing taxes. But it is **not** without cost. Some complain that we should not burden anyone's children with anyone's future public debt. It is true that **all** children will have the burden of the interest payments on the debt. But there is also a very real initial cost that **all** pay. The cost is paid by all of people in the present through a ***decline in our purchasing power.*** It is exactly the same as a **tax,** but one that is hidden from our general cognitive view simply because the purchasing power **generally** is not affected in any great dramatic decrease to raise any perceptible cognitive awareness to the dilemma that we collectively face by the use of **fiat money**.

FRACTIONAL MONEY

The **fourth** kind of so-called money, fractional money, also came as a result of people storing their **gold** coins with **gold**smiths. The **gold**smiths observed that very few of their depositors ever wanted to remove their **gold** coins at the same time. Withdrawals seldom exceeded **10%** to **15%** of their stockpiles of precious metals. They hated (coveted—**10th** Commandment Violation) to see all that **gold** just sitting there and not being used. So, they began to **lend (steal)** some of the **gold** out by issuing more **receipts.** It seemed perfectly safe to **lend** between **80%** or **85%** out, which meant they would still have **reserves** to pay any demand for withdrawal. In the beginning, the **gold's** owner was **not** even aware that their **gold** had been loaned. As the **owners** became aware of the practice, the **gold**smiths began to offer to share the **interest** they earned on the **loans** with the **gold's** owner. But the entire practice didn't make such sense. The **gold** was not really available to be **loaned.** The **gold** was providing the **value** behind the **receipts.** One might say that the **receipt** was a **proxy** for the **gold.** Since the **gold owner** and the one who **borrowed** the **gold** both had **receipts,** they both had **proxies** for the same **gold.** If you give someone your **proxy** vote at a stock holders meeting, you can't also show up and vote. The same principle applies to the receipts **(proxies)** for the **gold coins.**

So here is how **fractional-reserves** work. You deposit your **gold** and get a receipt that you use as money of account. The **gold**smith (**banker**) issues **loans** in the amount of **85%** of the amount you **deposit.** The borrower is also given **receipts** for the amount he **borrowed.** That means there are **85%** more **receipts** than there is **gold** to back it up. Thus, the **gold**smith (**banker acting as a Bank**) created **85%** more **money of account** and placed it into circulation through the **borrowers.** They issued **phony receipts** and artificially expanded the so-called money supply. So, at this point the **certificates** are no longer **100%** backed by **gold.** So, they only represent a fraction of their **face value.** Thus, the **receipts** become what are called **fractional money** (of account) and the process that created them is called **fractional-reserve banking.** This same process causes **inflation** of prices, or said another way, **deflation** of the **value** of that which is assumed to be **money of exchange,** but in reality, only **money of account** created by a **ledger entry** from which a **receipt** is given on a **note** for a **future promise to pay in lawful money of exchange** or whatever is due according to the **note.**

One might say that the **gold**smiths **(bankers)** created so-called money out of nothing by a **ledger entry.** But this is not quite true. What they really did was created **money of account** out of debt **(note).** That's a neat trick that I bet you wish you could do. The old saying goes that money (of exchange) doesn't grow on trees. Well, the **bankers** have done one even better, ***money (of account) grows out of debt.*** This is money (of account) that it cost the **bankers** absolutely nothing to create and they earn all that interest (the financial portfolio [ledger] creating by instruments of accounts receivable from **notes [shetar]** created by loaning a percentage of the true value of species in exchange for accounting of a greater portion in return without any risk on the principal, which eventually was replaced solely on such collateral to secure the **note** so that the principal was removed as the true **value** of the **exchange** which in turn made the true **Creditor** the **borrower** (since he/she is the only party to the agreement which secured the **note** from making the so-called **loan).**

We can look at the **fractional money** and see that it is a **transitional form** that exists between **receipt money** and **fiat money.** It has some of the characteristics of both. As the **fraction** becomes smaller, the **less it resembles receipt money** and **the more closely it resembles fiat money.** When the **fraction** reaches **zero,** the **transition** is **complete.** There is no example in history where men, once they had accepted the concept of **fractional money, didn't reduce the fraction lower and lower** until it eventually became **zero.** The transition from **fractional money** to **fiat money** cannot occur **without the participation** of the so-called government through a **mechanism** that is called ***a central bank.*** This happened in the military social construct known as the **UNITED STATES** between **1913,** when the **Federal Reserve Act** was passed, and **1933** when Military Congress adopted the Commander-In-Chiefs Executive Orders and went off the **gold standard.**

This **fractional-reserve banking system** is in part how their **Federal Reserve System** operates. The **Federal Reserve Board of Governors** creates **money of account** by **loaning** it to the so-called federal military government construct **(fractional money)** by purchasing government military (bonds) securities (debt). In so doing, the **Federal Reserve Board of Governors** becomes the **Creditor** of the federal military government construct. This is important to understand as you read the article ***What Banks Don't Want You To Know.*** Commercial banks also create money **(of account)** when they **loan** money **(of account)** to individuals and

businesses. There is nothing standing behind the money **(fiat money)** but the **debt instruments.** The **Federal Reserve Notes** say, ***"THIS NOTE IS LEGAL TENDER FOR ALL DEBT, PUBLIC AND PRIVATE."*** Their politicians say the full **"faith and credit of the United States"** is behind the so-called **money.** But that is an outright empty statement and a misrepresentation of the true facts backing the **"full faith and credit of the United States,"** unless they mean the blind acceptance by all Walks of Life to accept as **Constitutors** to pay the debts of and belonging to another like a **co-signer** for a debt which was incurred with no right of use established, concerning the goods or power conveyed by the agreement. And we know we have no power to say **No,** because we are neither the creator, nor a member of, the posterity of the former social compact, nor the present military social construct known as the United States. The so-called military social government construct has no **Assets** to speak of except the ***labor of people and the property of the people.*** So their military social government construct has **pledged** our **labor** and our **property** to **pay their debt** through misrepresentation by and through their **Public Institutions of Learning.**

The **Federal Reserve Cartel** is very candid in their publications that we have a **fiat money system.** Their own publications tell the story!

Currency cannot be redeemed, or exchanged, for **Treasury gold** or any other **Asset** used as banking. The question of just what **Assets** back **Federal Reserve Notes** has little but **bookkeeping** (Ledger Entry) significance. [I Bet You Thought, by Federal Reserve Bank of New York, p. 11, emphasis added]

Banks **(bankers)** are creating money **(of account)** based on a **borrower's** promise to pay **(the IOU).** Bankers then create more money of account by monetizing so-to-speak, the private debts of business and individuals based on their future performance **(labor)** of servicing the so-called loan **(Note).** [I Bet You Thought, by Federal Reserve Bank of New York, p.19, emphasis added]

In the so-called Military Social Construct known as the United States, neither paper currency **(money of account)** nor the ledgering of paper deposits, have true value as **commodities. Intrinsically, a dollar bill is just a piece of paper. Deposits** are merely book **(Ledger)** entries. Coins do have some intrinsic value as metal, but generally far less than their face amount due to diver's weights and measures being used to adulterate the species for profit or hoarding.

What, then, makes these instruments, checks, paper money, and coins acceptable at face value in payment of all debts and for other monetary uses. Mainly, it is the **confidence** of the people **(their full faith and Credit)** that they will be able to **exchange** such money **(of account)** for other financial **Assets** and real goods and service whenever they choose to do so. This partly is a matter of law; currency has been designated legal tender by the military social government construct, that is, it must be accepted. **[Modern Money Mechanics, Federal Reserve Bank of Chicago, revised October 1982, p. 3.]**

Modern monetary systems have a fiat base, literally money by **decrees,** with depository institutions, acting as fiduciaries, creating obligation against themselves, with the fiat base acting in part as reserves. The decree appears on the currency notes: "This note is legal tender for all debts, public and private." While no individual could refuse to accept such money for debt

repayment, *exchange contracts* could easily be composed to thwart its use in everyday commerce. However, a forceful explanation as to why money **(of account)** is accepted is that the federal government ***requires it as payment for tax liabilities.*** Anticipation of the need to clear this debt creates a demand for the **pure** dollar. **[Money, Credit and Velocity, Review, May, 1982, Vol. 64, No. 5, Federal Reserve Bank of St. Louis, P.25.]**

The last two sentences from the above quote **alludes** to the military social federal construct's debt and the fact that all so-called U.S. **c**itizens have been **obligated** to pay that debt.

If one thinks about the debt based money system, you will come to realize that their total so-called money supply is backed by nothing but debt. This is hard enough to fathom, but it's even harder to grasp that if everyone paid off his or her debt, ***there would be no money left in existence.*** Something else to consider is that the trillions of dollars in circulation appears to represent a tremendous amount of **assets,** but someone owes every bit of this money in lawful form of species currency.

If all the bank loans were paid, no one could have a bank deposit, and there would not be a dollar of coin or currency in circulation. This is a staggering thought. People are completely dependent on the **commercial (bankers) banks.** Someone has to borrow every so-called dollar (money of account) people have in circulation, **cash, or credit.** If the **bankers** create ample **synthetic** money, people are prosperous; if not, ***people starve.*** People are absolutely without a permanent **(species)** money system. When one gets a complete grasp of the picture, the tragic absurdity of the peoples' hopeless situation is almost incredible, but there it is. **[100% Money, Irving Fisher, p. xxii. This quote appears in the forward to the book. The author is quoting Robert Hemphill who was the Credit Manager of the Federal Reserve Bank in Atlanta.]**

Given this system, it's not hard to imagine that the **Federal Reserve Banks** ***is not interested in all these loans being paid off*** as the following quotes show.

A large and growing number of analysts, on the other hand, now regard the national debt as something useful, if not an actual blessing. [They believe] the national debt need not be reduced at all. **[The National Debt, Federal Reserve Bank of Philadelphia, pp.2, 11]**

Debts, public and private, are here to stay. It plays an essential role in economic processes. What is required in not the abolition of debt, but it's prudent use and intelligent management. **[Two Faces of Debt, Federal Reserve Bank of Chicago, p. 33]**

The reason the **Federal Reserve Cartel** is not interested in paying off the debt is because they make huge profits from the interest payment. But let's consider the **morality** of earning interest on these **loans.** If you were to rent an asset from someone, you would see the logic of paying him or her a rental fee. The **rental fee reimburses** them for the potential income they could have made through other opportunities they missed while you were using the asset. **Interest payments** on a **loan** are nothing more than fees for renting the money. But in the case of a **debt based money system,** the **money was created when the loan was approved and it was credited to your account.** In this situation, you are not using the lender's **asset.** He created the **asset** with the **stroke of a pen** or an entry on a computer or within a ledger accounting book

entry. Why should anyone collect a rental fee **(interest)** on that **stroke** or **entry?** While this system may be legal (because the so-called military social government construct has granted them the sole authority to create so-called money on whim), **it is certainly not moral.**

This leads to the next question, which is where does the so-called money come from to allegedly pay the **interest** on the debt that created the so-called money? One might think that the so-called money would have to be **borrowed** since it would appear that all so-called money is created by debt. But this position does not take into consideration the **exchange of value** (borrowed money) for **labor.** If you took out a loan of **$10,000** with payments of **$900** per month, about **$80** of each payment is **interest.** You earn the so-called money to allegedly pay the **interest** with your **labor.** That's why people say that about the only thing the military social government construct has to offer in exchange for the public debt is peoples' labor. They collect the benefit of peoples' labor in the form of **income taxes.**

Bank of England

To adequately understand our **Federal Reserve System,** we must look at the **Bank of England,** which was founded in **1694.** The bank was the brainchild of a Scotsman named **William Paterson.** His idea was to charter an artificial person **(a corporation)** that would **loan** the Crown government money, but instead of being repaid at a fixed future date, it would receive perpetual (never ending, as in the **loan** is never paid off) **interest.** The plan for the **Bank of England** contained the following **7** points.

- The Crown government would grant a charter to form a **bank**
- The **bank** would be given a monopoly to issue bank notes that would circulate as **England's paper currency**
- The **bank** would create so-called money of account out of nothing with only a fraction of its total currency backed by **gold** coins **(fractional money)**
- The **bank** would then **loan** the so-called government all the money of account it needed
- The money of account created for so-called government **loans** would be backed by bonded government **IOUs** (future promise to pay)

Although the so-called money of account would be created out of nothing and would cost nothing to create, the so-called government would pay interest on the so-called money of account. Simply put, payment was based solely on the full faith and credit of the people to accept the medium of exchange for services and goods, which in turn was based upon the ability of the so-called government to enforce the so-called beneficial use of such accounting, as well as their ability to enforce the control of the money supply by a **Private Cartel,** not subject to the control of the government, because the so-called government had given up its **Creditor** status in exchange for a debtor position on the promise of **unlimited discharge** of its **debt,** if the new Cartel **(Money Kings)** were allowed to collect **interest** on the so-called money of account circulating backed by the people's **labor** collected through the beneficial use of such accounting

on each and every people required to keep records as the account of the use thereof. This scheme effectively made each people the Crown's accountant and debtor at the same time. This same scheme is perpetuated by the so-called military social construct known as the United States upon all walks of life through the same fraudulent misrepresentations of the so-called government.

Plus, the so-called government **IOUs** (Bonds) would also be considered as **reserves** for creating additional **loans** of money (of account) or marketable debt **notes** for private commerce. These **loans** also would **earn interest.** So, the **bankers** would earn **double interest** on the same scheme of creating fictional **nothing** based upon **ledger entries** backed by **marketable debt** and the willingness of the so-called government to back the scheme up with the force of law and the people's lack of cognizance regarding the true outcome of such economic control over all walks of life. This ignorance is the result of the Science of Right Reasoning, exercised with the same governmental controls that exist over money, that are perpetuated in the centers of education from womb to tomb, over all the people, **to keep them from seeing the true picture or fully understanding the position in which the government had placed all people. We have become DEBTOR SLAVES** on the Plantation Called Earth. The so-called government **IOUs** (BONDS) were called **annuities.** These **annuities,** along with the **notes** and **bills** of the bankers, were expressly exempted from all common-law restrictions upon the **exchange** of personal property. These **annuities, notes** and **bills** represented **public debt.**

The initial holdings of the **bankers** consisted of **£1,200,000** in **annuities.** By **1714,** the total debt held by the **bankers** had grown to **£36 million.** By **1719,** the public debt had grown to **£50 million.** That meant a perpetual tax burden of **interest payments** on the backs of the people. But it also meant that **£50 million** of absolutely **liquid property** had been created. Prior to these events, all property had been tangible real property that **was not liquid. [Novus Ordo Seclorum: The Intellectual Origins of the Constitution, Forrest McDonald, p.117-118]**

The model of the **Bank of England** influenced the **founders** of the so-called social compact known as The United States of America. Mr. Alexander Hamilton, in particular, believed that public debts should be funded in a manner similar to the **Bank of England.** The system Mr. Alexander Hamilton envisioned departed from the British system in only **two** significant ways. The first **one** was designed to overcome what many saw as a fatal flaw in the British system, namely the **inherent tendency to expand the debt endlessly.** The last several decades have proven that we have failed miserably in this respect. The **second** one was designed to **use financial means for achieving political, economic and social ends. [McDonald, p.139]** This **second** change seems to be one of the **guiding principles** behind what their so-called military social government construct does today. If you look at most of the so-called monetary policies of military United States, you can see this **principle** evident everywhere in its accounting of marketable debt IOUs (Bonds).

Mr. Alexander Hamilton's plan called for the creation of a so-called national (central) bank. Most of the capital of this bank would be in the form of **certificates** of public debt **(Bonds)** (today we have many forms of public debt)**.** He felt that it would be safe to base most of such capital on so-called government debt, since the bank was expected to be immensely profitable. Therefore, the so-called government paper money of account would be good as **gold.** He felt the national (central) bank was important for **two** reasons. **First,** it would be a ready source of short-

term loans to the so-called government. This is the primary attraction for a national (central) bank in the modern world. **Second,** real money (species currency) and **liquid capital** were in short supply in the colonies and it would take too long to accumulate an adequate supply by being frugal. The essences of this **second** benefit is that money of account is created in the present, not based upon past savings, but out of the expectation of **future** earnings to pay the debt. Another part of Mr. Alexander Hamilton's plan was that the national (central) bankers would be **privately owned.** He saw this as a restraining measure, since the stockholders would act cautiously in order to protect their own interests. **[McDonald, p.140]** The current **Federal Reserve Banks** are **privately owned,** but it does not provide any such constraint. There is some evidence to indicate that Mr. Alexander Hamilton's plan was back by James Rothschild **[The Secrets of the Federal Reserve, Eustace Mullins, p.5].**

In **1791,** Mr. Thomas Jefferson came out against Mr. Alexander Hamilton's plan for a central bank. He objected on the following grounds: the subscribers would form a **corporation** whose **stock** could be held by **aliens;** that this **stock** would be transmitted to a certain line of **successor;** that it would be placed beyond **forfeiture** and **escheat;** that they would receive a **monopoly on banking,** which was against the **laws of monopoly;** and that they would have the **power** to make laws, **paramount to the laws of the government.** We shall see that Mr. Thomas Jefferson's fears were well founded because this is **exactly** what happened.

TAXES ARE OBSOLETE

Most of the so-called money that the federal military government construct spends comes from **fiat** money (of account) created by the **Federal Reserve Bankers,** in the form of **receipts** of paper monetized (marketable) **debt** under the guise known as **Federal Reserve Notes** illicitly referred to as dollars or dollar bills. This being the case, one might well ask why people still have taxes. That's an excellent question. There are several reasons that come to mind. **First,** if the so-called government stopped taxing us, people would begin to wonder where the alleged money came from, eventually realizing that it was just created from **nothing.** Then it would dawn on them that **inflation** was really a **form of taxation. Second**, taxes are a **tool** used by the elitist social planners to control many aspects of the peoples' lives. This is evident by the complexity introduced into the **tax code** as a means to carry out social engineering by the military social government construct.

To confirm these assertions, we can turn to an article written by ***Mr. Beardsley Ruml,*** the **Chairman** of the **Federal Reserve Bank of New York.** The article appeared in the **January 1946** issue of ***American Affairs magazine.*** Mr. Beardsley Ruml suggested that **taxes** were obsolete. At the beginning of the article, the magazine editor summarized his position.

His thesis is that, given control of a central banking system and an inconvertible currency **[a currency not backed by gold],** a sovereign national government is finally free of money worries and need no longer levy taxes for the purpose of providing itself with revenue. **All taxation,** therefore, should be regarded from the point of view of **social** and **economic** consequences. **[Taxes for revenue Are Obsolete, by Beardsley Ruml, American Affairs, January, 1946, p. 35]**

Mr. Beardsley Ruml's article suggests that there are only **two** reasons to have **taxes. First,** it combats a rise in the general level of prices. He suggests that if the money is left in the hands of the people, they will spend it and cause a rise in prices. **Taxation** removes the money from the hands of the people so that this does not occur. He says it this way:

The dollars the government spends become purchasing power in the hands of the people who have received them. The dollars the government takes by **taxes** cannot be spent by the people, and therefore, these dollars can no longer be used to acquire the things which are available for sale. **Taxation** is, therefore, an instrument of the first importance in the administration of any fiscal and monetary policy. **[Ibid., p. 36]**

The other purpose for **taxation,** according to Mr. Beardsley Ruml, is to **redistribute wealth** from one class of people to another. This may be done in the name of social justice or equality, but this puts the so-called government in the position of trying to control (theft by illicit force) the economy as **master planners.**

The **second** principle purpose of so-called federal **taxes** is to attain more equality of wealth and of income than would result from economic forces working alone. The **taxes** which are effective for this purpose are the **progressive individual income tax,** the **progressive estate tax,** and the **gift tax.** What these **taxes** should be depends on public (law?) policy with respect to the redistribution of wealth and of income. These **taxes** should be defended and attacked in terms of their effect on the character of all Walks of Life, not as **revenue measures.**

There is an additional reason for **income taxes** that was not mentioned by Mr. Beardsley Ruml. The **income tax** paid by any U.S. **c**itizens is deposited directly into the **Federal Reserve System.** If you thought your alleged money was used to fund the operation of the so-called government, you were wrong. Most people feel an obligation to pay their **fair share** due to **indoctrination** via **public educational centers.** But the **IRS** is nothing more than the **collection agency** for the **Federal Reserve System.** Your **taxes** go directly to help pay the interest on the so-called national debt and directly **enrich** the **shareholders** of the **Federal Reserve System.** Your **labor** is converted into **money** for their benefit. Remember that **interest** is being **charged** on **money** that is being created out of thin air that cost them absolutely nothing to create.

HOW IT WAS CREATED

Now let's turn our attention to how the **Federal Reserve System** came into being. In **1907,** an event occurred which became known as the **Money Panic of 1907.** The panic was caused because there was not enough money in circulation for everyone to pay their bills and employers to pay wages. It resulted in large-scale lay-offs because there was not enough money to pay the employees. A study of the panics of **1873, 1893,** and **1907** found that these panics were the result of the **international bankers.** The panic resulted in a public outcry for the military social government construct's monetary system to be stabilized. The so-called President, Mr. Theodore Roosevelt, signed a bill in **1908** that created the agency known as the **National Monetary Commission.** The so-called **Senator, Mr. Nelson Aldrich,** was appointed to the head of the **Commission** that was charged with finding a solution to the problem **[Mullins, p.1].** By **1910,**

Mr. Nelson Aldrich had not released a report to the government.

On **November 22, 1910,** a group of men met at the Hoboken, New Jersey train station. These men boarded a private car that was bound for Brunswick, Georgia. Their eventual destination was a private hunting lodge on **Jekyll Island,** off the coast of Georgia. Eight men were in this group. They included Senator, Mr. Nelson Aldrich and his private secretary, Shelton; Mr. Abraham Piatt Andrew; Frank Vanderlip, Henry P. Davison, Charles D. Norton, Benjamin Strong, and Paul M. Warburg **[Mullins, p.1].** Abraham Andrew was the **Assistant Secretary of the Treasury** and **Special Assistant to the National Monetary Commission.** Frank Vanderlip was **President of the National City Bank of New York,** the most powerful banker at that time. Frank Vanderlip represented William Rockefeller and the **International banking house of Kuhn, Loeb and Company.** Henry P. Davison was a **Senior Partner of J.P. Morgan Company**. Charles D. Norton was the **President of the First National Bank of New York** that was owned by **J.P. Morgan.** Benjamin Strong was head of **J.P. Morgan Bankers Trust Company.** Paul Warburg was a **Partner in Kuhn, Loeb and Company of New York** and was representing the **Rothschild banking dynasty.** These men represented what was known as the **Money** (Kings) **trust.** The group also represented the **two** most powerful banking **cartels** in America: the **Morgan Group** and the **Rockefeller Group** and they also represented the **two** most powerful banking **cartels** in Europe: the **Rothschild Group** and the **Warburg Group.** When all of these are combined, they represented an estimated **one-fourth** of the world's wealth **[The Creature from Jekyll Island, G. Edward Griffin, p. 6.]**

The **Money** (Kings) **Group** had journeyed over a thousand miles, cloaked in secrecy, to draft banking and currency legislation which the **National Monetary Commission** had been ordered to prepare in **public.** Why the secrecy? Because the **public** would have been outraged to think that this **Money** (Kings) **Group** was drafting the very legislation which was supposed to protect the public from privatized **Money** (Kings) **Trusts.**

What were the main points of the plan that the **Private Cartel Group,** which represented **one-fourth** of the wealth of the world, created on **Jekyll Island?**

- The plan would create a **central bank** that would fulfill the typical functions of a **central bank,** among them creating **fractional** and **fiat money**

- The **Federal Reserve Bankers** would consist of a system of **12 banks.** The creation of **12 regional banks** would disguise the fact that the **Federal Reserve System** is a **central bank**

- **Private Individuals** who would profit from the ownership of shares would own the **central bank**

- The **bankers** would be allegedly controlled by Congress and would be answerable to the government, but the majority of the directors were to be chosen, directly or indirectly, by the **bankers** in the association of **banks**

- The **President of the United States** would appoint The **Governors of the Federal Reserve Board.** But the **Federal Advisory Council,** meeting with the **Governors,** would do the real work. The **Directors** of the twelve **Federal Reserve Banks** would choose the **Federal Advisory Council**

- The Administrators of all the **Regional Banks** would be appointed by the President using his **Executive Powers.** This removed them from total Congressional control

- Though it would be concealed from the public, the **New York bankers,** the **Money (King) Trust,** would dominate the **Federal Reserve System**

- The Administrators of the **Federal Reserve System** would control the nation's **money** and **credit**

At the time of the retreat, members of the media found out about the meeting. There were a few stories run about the meeting, but it was largely covered up. When those who were involved were asked about it, they would deny that it had taken place or they would say it was a duck hunting trip. Much later, after the **Federal Reserve Act** was passed, some of the members were a little more forth-coming with information, but for the most part they were still fairly quiet. The reason for the cover-up was obvious. It was clearly understood that if the public found out who drafted the legislation, such legislation would never become law.

After the plan was drafted on **Jekyll Island,** an all-out effort was put forth to get the proposed legislation passed in so-called Military Congress. A group of **bankers** contributed **$5 million** to fund a favorable public relations campaign to sell so-called Americans on the plan. The so-called President, Mr. Woodrow Wilson was also enlisted to support the plan. Three of the top universities, **Princeton, Harvard,** and the **University of Chicago,** came out in support of the plan. **Two** of the leading campaigners for the plan were **Professor** from the **University of Chicago.** This university had been endowed by **John D. Rockefeller** (one of the forces behind the plan) with nearly **$50 million. [Mullins, p.10-11].**

When the plan had been introduced to the Military Congress, so-called Congressman, **Charles Lindbergh** (father of the famous aviator), had this to say in testimony before the **Committee on Rules on December 15, 1911:**

> ***"Our financial system is a false one and a huge burden on the people. I have alleged that there is a Money Trust. The Aldrich plan is a scheme plainly in the interest of the Trust. Why does the Money Trust press so hard for the Aldrich Plan now, before the people know what the money trust has been doing...?"*** **[Mullins, p.11]**

That same year, the **American Bankers Association** (ABA) came out in favor of the so-called **Senator, Nelson Aldrich's Plan.** But what came out in congressional hearings was the fact that the leaders of the **ABA** rammed it through the annual meeting and gave no opportunity for opposition to be expressed. The so-called **Congressman, Carter Glass,** was the **Chairman of the House Banking and Currency Committee.** Congressman, **Carter Glass,** was a Party member of the Democrat Party who was opposed to the so-called **Senator's, Nelson Aldrich's**

Plan. **Senator, Nelson Aldrich,** was a **Republican** of the **Republican Party.** The **Committee** heard testimony about the so-called **Senator Nelson Aldrich's** Plan**. Andrew Frame,** who was present at the **ABA** meeting, had this to say in testimony before committee:

> ***When that monetary bill was given to the country, it was but a few days previous to the meeting of the American Banker Association in New Orleans in 1911. There was not one bank in a hundred who had read that bill. We had twelve addresses in favor of it. General Hamby of Austin, Texas, wrote a letter to President Watts asking for a hearing against the bill. He did not get a very courteous answer. I refused to vote on it, and a great many other bankers did likewise. They throttled all argument. They would not allow anyone on the program who was not in favor of the bill." [Mullins, p.13]***

Andrew Frame went on to testify that in the next annual meeting of the **ABA,** the **Senator Nelson Aldrich's** Plan was not endorsed again. He said that a lot of opposition had developed in the **ABA** to the plan by this point and that the supporters of the plan never asked for another endorsement.

Congressman, Carter Glass, summarized the reasons for opposing the **Senator Nelson Aldrich's,** Plan.

- The plan lacked adequate government or public control of the banking mechanisms it would set up
- The plan gave most of the voting control to the large banks in the system. These were the banks that were controlled by the **Money (Kings) Trust**
- The plan had an **extreme inherent danger** of causing inflation of the currency
- The **bond-funding** portion of the plan gave the **false impression** that the system would cost the government nothing
- The plan contained great danger of a **banking monopoly**
- The plan would, in fact, set up a **central bank** that would fulfill all the typical functions of a **central bank.** It would control the so-called nation's **money** and credit**.** The **private stockholder** would use the **credit** of the government for **his** or **her** own **profits**

With these points made clear, opposition to the plan developed and it was defeated. In fact, the Aldrich Plan never came to a vote in Congress because Republicans lost control of the House in 1910 and subsequently lost the Senate and the Presidency in 1912.

The so-called Presidential campaign of **1912** was one of the most interesting political upsets in so-called American history. The incumbent, **William Taft,** was popular and the **Republican Party** was firmly in control of the so-called **Senate,** due to a period of general prosperity. The **Democratic Party** challenger was **Woodrow Wilson,** so-called **Governor of New Jersey,** and

had no alleged national recognition. Both parties included a **monetary reform bill** in their platform. The Republicans had the **Senator Nelson Aldrich's** Plan that had been denounced as a **Wall Street** Plan. The Democrats had the **Federal Reserve Act.** Neither party told the public that the plans were almost identical. **William Taft** seemed a shoe-in for re-election. But then **Theodore Roosevelt** threw his hat in the ring under the **Bull Moose Party. Theodore Roosevelt** was well financed and had enormous press coverage, more than the other **two** candidates combined. As a former so-called **Republican President,** it was obvious that **Theodore Roosevelt** would cut into votes that would have gone to **William Taft.** The bankers were financing all three candidates, so they would win no matter who was elected. Later **Congressional testimony** showed that **Kuhn, Loeb Company; Felix Warburg** (not a U.S. resident but Paul Warburg's brother) supported William Taft; **Paul Warburg** and **Jacob Schiff** supported **Woodrow Wilson;** and **Otto Kahn** supported **Theodore Roosevelt [Mullins, p.19].** It seems likely that the identification of the **Senator Nelson Aldrich's,** Plan as a **Wall Street** Plan would make it difficult to pass in Democratically (Party) controlled Military Congress, whereas a successful Democrat candidate, supported by a Democrat Congress, would be able to pass a **central banking** plan. **Theodore Roosevelt** was used to split the **William Taft** vote because the **bankers** doubted **William Taft** could get the **Senator Nelson Aldrich's** Plan passed. The final electoral vote in the **1912** race was **Woodrow Wilson** 409, **Theodore Roosevelt** 167 and **William Taft** 15.

In **1912,** after the Democrats had taken control, they held their own hearing on **banking reform.** They were held under the **House Banking and Currency Committee,** which was now chaired by **Arsene Pujo** of Louisiana. A Special Councilman, **Samuel Untermyer,** appointed by Chairman, **Arsene Pujo,** conducted the hearings. The hearings drug on for five months and produced over 6000 pages of testimony. **Samuel Untermyer** refused to allow either so-called **Senator LaFollette** or **Congressman Lindbergh** to testify, even though it was the pressure that they had exerted which caused the hearings to be held. Both men strongly opposed a **central bank. Samuel Untermyer** was a specialist in **banking** issues, but he refused to ask any of the **bankers** who testified any tough questions. He didn't ask about the system of interlocking directorates through which the banking industry was already controlled. He didn't ask about international gold movements which were known to be a major factor in the money panics of 1873, 1893, and 1907. He also didn't ask about relationships between so-called American **bankers** and those who controlled the **central banks** of Europe. **Samuel Untermyer** did not seem concerned that many major international banking houses had branches on **Wall Street** and already controlled substantial portions of **Wall Street** activity, even though this fact was well-known on **Wall Street.** The sham hearing ended without a single, well-known opponent to a **central banking plan** testifying.

The **two** most influential men involved in the passage of the **Federal Reserve Act** were **Paul Warburg** and so-called **Colonel, Edward Mandel House. Paul Warburg** was the Chief Architect of the plan that was developed at the Jekyll Island retreat. Here is a quote from **Paul Warburg** when he testified before the **House Banking and Currency Committee in 1913:**

> ***"I am member of the banking house of Kuhn, Loeb Company. I came over to this country in 1902, having been born and educated in the banking business in Hamburg, Germany, and studied banking in London and Paris, and have gone all over the world.***

In the Panic of 1907, the first suggestion I made was let us get a national clearing house. The Aldrich Plan contains some things which are simply fundamental rules of banking. Your aim in this plan [the Federal Reserve Act] must be the same centralizing of reserves, mobilizing commercial credit, and getting an elastic note issue." **[Mullins, p.21]**

The so-called **Colonel Edward Mandel House,** was in agreement with **Paul Warburg** on plans for a **central bank,** including provisions that would severely limit control by the government. Here's a quote from him illustrating this point:

"I am also suggesting that the Central Board be increased from four members to five and their terms lengthened from eight to ten years. This would give stability and would take away the power of a President to change the personnel of the board during a single term of office." **[Roosevelt, Wilson and the Federal Reserve Law, Col. Elisha Ely Garrison, p. 337, emphasis added]**

The so-called **Colonel Edward Mandel House's** phrase, ***"Take away the power of a President,"*** is significant. Later on, these so-called Presidents would find themselves helpless to change the direction of the military social government construct because they did not have the **power** to change the composition of the **Federal Reserve Board** by attaining a majority of like-minded people during their term of office.

Colonel Garrisons' book also revealed the role that **Paul Warburg** and the International banking family of Rothschild played in the central banking plan.

Paul Warburg is the man who got the **Federal Reserve Act** together after so-called **Senator Nelson Aldrich's** Plan aroused such nationwide resentment and opposition. The mastermind of both plans was no other than **Baron Alfred Rothschild of London.**

To further understand **Colonel Edward Mandel House**'s view, one must look no further than a book he authored in **1911,** entitled, *"Mr. Philip Dru, Administrator."* **B.W. Huebsch of New York** published the book anonymously. It is suppose to be a **fictional** work, but is actually a detailed plan of the future condition of the so-called military social government construct of the United States. It predicted the passage of **graduated income tax, excess profits tax, unemployment insurance, social security** and a **flexible currency system.** In short, it outlines the plans that were followed by both the administrations of the so-called Presidents, Mr. Woodrow Wilson and Mr. Franklin Delano Roosevelt.

In **1955, Westbook Pegler,** a columnist for the **Hearst Publications,** wrote an article about **Colonel Edward Mandel House** and his book.

One of the institutions outlined in the book entitled, *"Mr. Philip Dru, Administrator,"* is the **Federal Reserve System.** The **Schiffs, the Warburgs, the Kuhns, the Rockefellers and the Morgans** [International bankers all] put their faith in **Colonel Edward Mandel House.** The **Schiff, Warburg, Rockefeller and Morgan** interests were personally represented in the mysterious conference at **Jekyll Island. [comment added]**

The so-called **Colonel Edward Mandel House,** was a close friend and personal advisor to acting President, **Woodrow Wilson.** He was able to get many of the socialist ideas outlined in his book implemented into law. Among them were an old-age pension, laborer's insurance compensation, cooperative markets, a federal reserve system, cooperative loans, and national employment bureaus. The relationship between **Colonel Edward Mandel House** and the acting President, **Woodrow Wilson** was chronicled in the book entitled ***"The Strangest Friendship in History, Woodrow Wilson and Col. House"*** by **George Sylvester Viereck.**

The author asked **Colonel Edward Mandel House** about the purpose of **Wilson** and **House. Colonel Edward Mandel House** responded,

> ***"To translate into legislation certain liberal and progressive ideas."***

From this quote, it should be evident that **Paul Warburg,** an **Agent** of the International bankers as Kuhn, Loeb Company, is one of the most influential of this group. It is obvious from this quote that there is little difference between the **Senator Nelson Aldrich's** Plan and the **Federal Reserve Act.** It is also obvious that **Paul Warburg** is lobbying for a central bank that has the power to issue currency, known as elastic notes. **Paul Warburg** did a lot of work behind the scenes to get the plan passed.

We have already seen evidence that the **International bankers** will go to extraordinary measures to get what they want. There is some evidence to indicate that the powerful **International bankers** who gave us the **Federal Reserve System** will stop at nothing to have the power of a **central bank** solely in their hands alone. **Three** acting American Presidents have expressed concern over **central banks** issuing currency. Each of these acting Presidents have been **assassinated.** The so-called President **Abraham Lincoln** planned to issue non-interest bearing notes he called **Greenbacks.** The so-called President, **James A. Garfield** made a pronouncement on currency problems just before he was **killed.** And the acting President, **John Fitzgerald Kennedy** planned to issue Federal **(United States) Notes** without using the **Federal Reserve Notes** or involving interest just before he was **killed.** It would be difficult to prove that the International bankers were involved in these **assassinations,** but it is a very strange coincidence that presents more than a shadow of reasonable doubt that the assassinations could not have been done by any other **Group of People** than the International Bankers. Who else would have had the **power** and **influence,** both outside and inside of the military social government construct, to successfully cover-up events as well as has been done?

On **September 18, 1913** the **Colonel Edward Mandel House's** version of the **Federal Reserve Act** passed by a vote of **287** to **85.** On **December 19, 1913,** the so-called **Senate** version of the bill passed by a vote of **54-34.** But there were over **40** differences between the **bills.** The opponents to the **bill** in both houses were lead to believe that there would be no further action until after the Christmas break. So they did not organize. As the so-called Congressmen prepared to leave Washington, supporters of the **bill** quickly took advantage of the situation. In a single day, all of the disputes about the bill were ironed out in conference committee and the **bill** was brought to a vote. The **bill** was passed on **December 22, 1913** in the so-called **House of Representatives** by **282-60** and the alleged **Senate** by **43-23.** Some of the **bill's** most vocal critics had already left Washington. It was a longstanding political courtesy that important

legislation would not be acted upon during the week before Christmas. The so-called President, **Mr. Woodrow Wilson,** signed the measure into law the very next day, **December 23, 1913.**

When the **Federal Reserve Act** was passed, the members of the **Federal Reserve Board** had **10-year terms.** But the **Banking Act of 1935** lengthened the term to **14 years.** This meant that the **Directors** of the so-called nation's finances, although **not elected** by the people, held office longer than **three** acting presidential terms.

Colonel Edward Mandel House, remained active behind the scenes during both the so-called Presidents, **Woodrow Wilson's** and **Franklin Delano Roosevelt's,** administrations. Shortly before **Colonel, Mr. Edward Mandel House,** died in **1938,** he confided in his biographer **Mr. Charles Seymour** his continued role in the so-called President's, **Franklin Delano Roosevelt's,** administration.

Colonel Edward Mandel House, stated:

> **"During the past fifteen years, I have been close to the center of things, although few people suspect it. No important foreigner has come to the United States without talking to me. I was close to the movement that nominated Mr. Franklin Delano Roosevelt. He has given me a free hand in advising him. All the Ambassadors have reported to me frequently."**

The organizing activity of the **Federal Reserve System** began in early **1914** with the appointment of an **Organization Committee** by the so-called President, **Woodrow Wilson.** The acting President appoints acting **Secretary of the Treasury, William McAdoo** (the President's son-in-law), acting **Secretary of Agriculture, David F. Houston,** and the acting **Comptroller of the Currency, John Williams.** The **Organization Committee** selected the locations of the **decentralized reserve banks.** The selection of **New York** was a foregone conclusion, since it was the center of finance in the so-called United States. The **City of Richmond, Virginia** was also selected, evidently as a payoff to so-called **Congressman Carter Glass** for his role in the passage of the **bill.** The other selections included the City of Boston, the City of Philadelphia, the City of Cleveland, the City of Chicago, the City of St. Louis, the City of Atlanta, the City of Dallas, the City of Minneapolis, the City of Kansas City and the City of San Francisco.

In **1937, Ferdinand Lundberg** wrote **America's Sixty Families** that revealed that **New York** was really the **seat of power.**

WHAT BANKS DON'T WANT YOU TO KNOW

The fate of companies, individuals, and governments is entirely at the mercy of bankers. Their power is unbridled, both in the creating and granting of loans, and also in their arbitrary recall, with or without notice. The following quote taken from the **Civil Servants' Year Book, "The Organizer"** of **January, 1934** makes their intent all too clear:

> ***"Capital must protect itself in every way, through combination and through legislation. Debts must be collected and loans and mortgages foreclosed as soon as possible. When, through a process of law, the common people have lost their homes, they will be more tractable and more easily governed by the strong arm of the law, applied by the central power of wealth, under control of leading financiers. People without homes will not quarrel with their leaders. This is well known among our principal men now engaged in forming an imperialism of capital to govern the world. By dividing the people we can get them to expand their energies in fighting over questions of no importance to us except as teachers of the common herd. Thus by discreet action we can secure for ourselves what has been generally planned and successfully accomplished."***

THE BANKER'S MANIFESTO

The **Banker's Manifesto** ties in with so-called **United States Senate Document** House Joint Resolution **(HJR) 192, 73rd Congress, 1st Session, chapter 48 (June 5th, 1933),** to wit:

> ***"The ultimate ownership of all property is in the State; individual so-called "ownership" is only by virtue of Government, i.e., law, amounting to mere "user" and use must be in acceptance with law and subordinate to the necessities of the State."***

HOUSE JOINT RESOLUTION

Explaining what the **bankers** don't want you to know about the realities of modern day finance may shatter most of the **public's** religiously held **assumptions** about **money** and **banking.** What the general public **"thinks"** it knows about **money** and **banking** is largely based upon a collection of **canards** gleaned from **TV, radio, newspapers** and their own personal experiences with **money** and **banking.**

In the following pages you will find where **high bank officials** admitted that **bankers** do create checkbook **"deposit credits"** to the **credit** of their **"clients"** checking accounts, as their loans and investment payment funds. You will also learn how an **attorney** has successfully **voided** a **bank foreclosure** because the **banker** admitted to creating the checkbook **"credits"** as the funds it loaned to its client.

In the landmark court decision which follows, a **Minnesota Trial Court** held the **Federal Reserve Act** to be unconstitutional and void; the **National Banking Act** to be unconstitutional and void; and declared a mortgage acquired by the **First National Bank of Montgomery, Minnesota** in the regular course of its business, along with the foreclosure and the Sheriff's Sale to be void. This decision, which is legally sound, ***has the effect of declaring all private mortgages on real and personal property, and all U.S. and State bonds held by the Federal Reserve, National and State Banks, to be null and void.*** This amounts to an emancipation of this so-called Nation from personal, national and state debt purportedly owed to this **banking** system. Every so-called American owes it to himself, his so-called country, and to the people of the world, for that matter, to study this decision very carefully and to understand it, for upon it hangs the question of **freedom** or **slavery.**

On **May 8, 1964, Mr. Jerome Daly** executed a **Note** and **Mortgage** to the **First National Bank of Montgomery, Minnesota,** which is a member of the **Federal Reserve Bank of Minneapolis**. Both Banks are privately owned and are a part of the **Federal Reserve Banking System**.

In the spring of **1967**, **Mr. Jerome Daly** was in arrears **$476.00** in the payments on this **Note** and **Mortgage.** The **Note** was secured by a **Mortgage** on real property in Spring Lake Township in **Scott County, Minnesota.** The **Banker** foreclosed by advertisement and bought the property at a **Sheriff's Sale** held on **June 26, 1967. Mr. Jerome Daly** made no further payments after **June 26, 1967** and did not redeem within the **12 month** period of time allotted by law after the **Sheriff's Sale.**

The Bank brought an action to recover the possession of the property to the Justice of the Peace Court at Savage, Minnesota. The first 2 Justices were disqualified by Affidavit of Prejudice; the first by Mr. Daly, the second by the bank, and a third judge refused to handle the case. It was then sent, pursuant to law, to Martin V. Mahoney, Justice of the Peace, Credit River Township, Scott County, Minnesota, who presided at a Jury trial on December 7, 1968. The Jury found the Note and Mortgage to be void for failure of a lawful consideration and refused to give any validity to the Sheriff's Sale. Verdict was for Mr. Daly with costs in the amount of $75.00.

The acting President of the Bank, **Mr. Lawrence V. Morgan,** admitted that the Banker created the **money** and **credit** upon its **books** by which it acquired or gave as **consideration** for the **Note:** that this was **standard banking practice,** that the credit first came into existence when they created it; that he knew of no **United States Statutes** which gave them the right to do this. This is the universal practice of these banks.

Mr. Lawrence V. Morgan appeared at the trial on **December 7, 1968** and was perceived to be candid, open, direct, experienced and truthful. He testified to **20 years** of experience with the **Bank of America** in **Los Angeles,** the **Marquette National Bank of Minneapolis** and the **Plaintiff** in this case. He seemed to be familiar with the operations of the **Federal Reserve System.**

He freely admitted that his **Bank** created all of the **Money** or **Credit** upon its **books** with which it acquired the **Note** and **Mortgage** of **May 8, 1964.** The credit first came into existence when the Bank created it upon its books by ***ledger entry.*** Further, he freely admitted that no **United**

States Law gave the **bank** the authority to do this. There was obviously no lawful consideration for the **Note.** The **Bank** parted with absolutely **nothing except a little ink.**

NOTE: It has never been doubted that a **Note** given in a **Consideration** which is prohibited by law is void. It has been determined, independent of Acts of Congress, that sailing under the license of an enemy is illegal. **The admission of Bills of Credit upon the books of these private corporations, for the purposes of private gain is not warranted by the Constitution of the United States and is unlawful.**

No complaint was made by the **banker** that the **bank** did not receive a fair trial. From the admissions made by **Mr. Lawrence V. Morgan**, the path of duty was clearly made and very direct and clear for the jury. Their verdict could not reasonably have been otherwise. Justice was rendered completely and without denial, promptly and without delay, freely and without purchase, comfortable to the laws in this Court on **December 7, 1968.**

The following pages present the **rulings** for the original pleading, the appeal, and the testimony given at **Mr. Jerome Daly's** disbarment proceedings brought by the **Minnesota State Board of Law. Justice Martin V. Mahoney,** who heard the case, handed down the **two** opinions attached and included herein. **The appeals determinations are by far the most stunning.** Its reasoning is sound. It will withstand the test of time. **This is the first time the question has been passed upon in the United States.** I predict that this decision will go into the history books as one of the great documents of so-called American history. It is a huge cornerstone wrenched from the temple of Imperialism (Money Kings) and planted as one of the solid foundation stones of Liberty.

FORWARD BY ASSOCIATE JUSTICE BILL DREXLER

The **"Credit River Decision"** handed down by a **jury of 12** on a cold day in **December,** in the **Credit River Township Hall,** was an experience that I'll never forget.

The **Chief Justice of the Minnesota Supreme Court** had phoned me a week before the trial and asked me if I would be an associate justice in assisting **Justice Martin V. Mahoney** since he had never handled a jury trial before. I accepted, and it took me two hours to get my car running in the **22** below zero weather.

I got to the court room about **30 minutes** before trial, and helped get the wood stove going, since the trial was being held in an unheated store room of a general store. This was the first time I met **Justice Martin V. Mahoney,** and I was impressed with his no nonsense manner of handling matters before him. My job was to help pick the jury, and to keep **Mr. Jerome Daly** and the **Attorney** representing the **Bank of Montgomery** from engaging in a **fist fight.** The court room was highly charged, and the Jury was all business.

The **banker** testified about the **mortgage loan** given to **Mr. Jerome Daly,** but then **Mr. Jerome Daly** cross examined the **banker** about the creating of money **"out of thin air."**

Mr. Jerome Daly asked the **Bank President, "If you were just opening up your bank and no**

one had yet made a deposit, and I came into your bank, and wanted to take out a loan of $18,000.00, could you loan me that money?

When the **Bank President** said, **"Yes"** I thought the jury would faint.

Mr. Jerome Daly than said, **"Does this mean that you can create money out of thin air?"** And the **Bank President** said, **"Yes, we can create money out of thin air."**

Justice Martin V. Mahoney then said **"IT SOUNDS LIKE FRAUD TO ME"** and everybody in the court room nodded their heads indicating that they agreed with **Justice Martin V. Mahoney.**

I must admit that up until that point, I really didn't believe **Mr. Jerome Daly's** theory, and thought he was making this up. After I heard the testimony of the **banker,** my mouth had dropped open in shock, and I was in complete disbelief. There was no doubt in my mind that the **Jury** would find for **Mr. Jerome Daly.**

Mr. Jerome Daly had taken on the **bankers,** the **Federal Reserve Banking System,** and the money (Kings) lenders, and had **won.**

It is now **twenty eight years** since this **"Landmark Decision,"** and **Justice Martin V. Mahoney** is quoted more often than any **Supreme Court justice** ever was. The money (Kings) boys that run the **"private Federal Reserve Bank"** soon got back at **Justice Martin V. Mahoney** by **poisoning** him in what appeared to have been a fishing boat accident **(but with his body pumped full of poison)** in **June of 1969,** less than **6** months later.

Both **Mr. Jerome Daly** and **Justice Martin V. Mahoney** are truly the greatest men that I have ever had the pleasure to meet. The **Credit River Decision,** as it is known, was and still is the most important legal decision ever decided by a **Jury.**

Bill Drexler.

Note: **Bill Drexler** was subsequently **disbarred** for his role in the **Credit River case.**

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IN DISTRICT COURT STATE OF MINNESOTA COUNTY OF SCOTT
FIRST JUDICIAL DISTRICT

First National Bank
of Montgomery, Minnesota,
Plaintiff,

vs.

Jerome Daly,
Defendant.

The above entitled action came on before the Court and a Jury of 12 on December 7, 1968 at 10:00 A.M. Plaintiff appeared by its President Lawrence V. Morgan and was represented by its Counsel **Theodore R. Mellby**. Defendant appeared on his own behalf.

A Jury of Talesmen were called, empanelled and sworn to try the issues in this Case. Lawrence V. Morgan was the only witness called for Plaintiff and Defendant testified as the only witness in his own behalf.

Plaintiff brought this as a Common Law action for the recovery of the possession of Lot 19, Fairview Beach, Scott County, Minn. Plaintiff claimed titled to the Real Property in question by foreclosure of a Note and Mortgage Deed dated May 8, 1964 which Plaintiff claimed was in default at the time foreclosure proceedings were started.

Defendant appeared and answered that the Plaintiff created the money and credit upon its own books by bookkeeping entry as the consideration for the Note and Mortgage of May 8, 1964 and alleged failure of consideration for the Mortgage Deed and alleged that the Sheriff's sale passed no title to Plaintiff.

The issues tried to the Jury were whether there was a lawful consideration and whether Defendant had waived his rights to complain about the consideration having paid on the Note for almost 3 years.

Mr. Morgan admitted that all of the money or credit which was used as a consideration was created upon their books, that this was standard banking practice exercised by their bank in combination with the Federal Reserve Bank of Minneapolis, another private Bank, further that he knew of no United States Statute or Law that gave the Plaintiff the authority to do this. Plaintiff further claimed that Defendant by using the ledger book created credit and by paying on the Note and Mortgage waived any right to complain about the Consideration and that Defendant was estopped from doing so.
At 12:15 on December 7, 1968 the Jury returned a unanimous verdict for the Defendant.

Now therefore, by virtue of the authority vested in me pursuant to the Declaration of Independence, the Northwest Ordinance of 1978, the Constitution of the United States and the

Constitution and laws of the State of Minnesota not inconsistent therewith:

IT IS HEREBY ORDERED, ADJUDGED & DECREED:

1. That Plaintiff is not entitled to recover the possession of Lot 19, Fairview Beach, Scott County, Minnesota according to the Plat thereof on file in the Register of Deeds office.

2. That because of failure of a lawful consideration the Note and Mortgage dated May 8, 1964 are null and void.

3. That the Sheriff's sale of the above described premises held on June 26, 1967 is null and void, of no effect.

4. That Plaintiff has no right, title or interest in said premises or lien thereon, as is above described.

5. That any provision in the Minnesota Constitution and any Minnesota Statute limiting the Jurisdiction of this Court is repugnant to the Constitution of the United States and to the Bill of Rights of the Minnesota Constitution and is null and void and that this Court has Jurisdiction to render complete Justice in this Cause.

6. That Defendant is awarded costs in the sum of $75.00 and execution is hereby issued therefore.

7. A 10 day stay is granted.

8. The following memorandum and any supplemental memorandum made and filed by this Court in support of this Judgment is hereby made a part hereof by reference.

BY THE COURT
Dated December 9, 1968

MARTIN V. MAHONEY
JUSTICE OF THE PEACE
CREDIT RIVER TOWNSHIP
SCOTT COUNTY, MINNESOTA

MEMORANDUM

The issues in this case were simple. There was no material dispute on the facts for the Jury to resolve.
Plaintiff admitted that it, in combination with the Federal Reserve Bank of Minneapolis, which are for all practical purposes, because of their interlocking activity and practices, and both being Banking Institutions Incorporated under the Laws of the United States, are in the Law to be treated as one and the same Bank, did create the entire $14,000.00 in money or credit upon its

own books by bookkeeping entry. That this was the Consideration used to support the Note dated May 8, 1964 and the Mortgage of the same date. The money and credit first came into existence when they created it. Mr. Morgan admitted that no United States Law or Statute existed which gave him the right to do this. A lawful consideration must exist and be tendered to support the Note. See Anheuser-Busch Brewing Co. v. Emma Mason, 44 Minn. 318, 46 N.W. 558. The Jury found there was no lawful consideration and I agree. Only God can create something of value out of nothing.

Even if Defendant could be charged with waiver or estopped as a matter of Law this is no defense to the Plaintiff. The Law leaves wrongdoers where it finds them. See sections **50, 51** and **52 of Am. Jur 2d. "Actions" on page 584 -- "no action will lie to recover on a claim based upon, or in any manner depending upon, a fraudulent, illegal, or immoral transaction or contract to which Plaintiff was a party."**

Plaintiff's act of creating credit is not authorized by the Constitution and Laws of the United States, is unconstitutional and void, and is not a lawful consideration in the eyes of the Law to support anything or upon which any lawful rights can be built.

Nothing in the Constitution of the United States limits the Jurisdiction of this Court, which is one of original Jurisdiction with right of trial by Jury guaranteed. This is a Common Law Action. Minnesota cannot limit or impair the power of this Court to render Complete Justice between the parties. Any provisions in the Constitution and laws of Minnesota which attempt to do so are repugnant to the Constitution of the United States and are void. No question as to the Jurisdiction of this Court was raised by either party at the trial. Both parties were given complete liberty to submit any and all facts and law to the Jury, at least in so far as they saw fit.

No complaint was made by Plaintiff that plaintiff did not receive a fair trial. From the admissions made by Mr. Morgan the path of duty was made direct and clear for the Jury. Their Verdict could not reasonably have been otherwise. Justice was rendered completely and without denial, promptly and without delay, freely and without purchase, comfortable to the laws in this Court on December 7, 1968.

BY THE COURT
December 9, 1968

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/s/ MARTIN V. MAHONEY
JUSTICE OF THE PEACE
CREDIT RIVER TOWNSHIP
SCOTT COUNTY, MINNESOTA

MARTIN V. MAHONEY JUSTICE OF THE PEACE
CREDIT RIVER TOWNSHIP SCOTT COUNTY, MINNESOTA

On January 6, 1969 this Court filed a Notice of Refusal to Allow Appeal with the Clerk at the District Court, Hugo L. Hentges, for the County of Scott and the State of Minnesota, which is as follows:

NOTICE OF REFUSAL TO ALLOW APPEAL

TO: Hugo L. Hentges, Clerk of District Court, Plaintiff, First National Bank of Montgomery and Defendant Jerome Daly:

You will Please take Notice that the undersigned Justice of the Peace, Martin V. Mahoney, hereby, pursuant to law, refuses to allow the Appeal in the above entitled action, and refuses to make an entry of such allowance in the undersigned's Docket. The undersigned also refuses to file in the office of the clerk of the District Court in and for Scott County, Minnesota, a transcript of all the entries made in my Docket, together with all process and other papers relating to the action and filed with me as Justice of the Peace. The undersigned concludes and determines that **M.S.A. 532.38** was not complied with within 10 days after entry of Judgment in my Justice of the Peace Court Subdivision 4 thereof requires that $2.00 shall be paid within 10 days to the Clerk of the District Court for the use of the Justice before whom the cause was tried. Two so-called "One Dollar" Federal Reserve Notes issued by the Federal Reserve Bank at San Francisco L1278283C and Federal Reserve Bank of Minneapolis Serial No. 18041C697A were deposited with the Clerk of the District Court to be tendered to me.

These Federal Reserve Notes are not lawful money within the contemplation of the Constitution of the United States and are null and void. Further, the Notes on their face are not redeemable in Gold or Silver Coin nor is there a fund set aside anywhere for the redemption of said Notes.

However, this is a determination of a question of Law and Fact by the undersigned pursuant to the authority vested in me by the Constitution of the United States and the Constitution of the State of Minnesota. Plaintiff is entitled to be accorded full due process of Law before the Court in this present determination not to allow the Appeal.

If Plaintiff will file a brief on the Law and the Facts with this Court within 10 days, or if Plaintiff will file an application for a full and complete hearing before this Court on the determination, a prompt hearing will be set and if Plaintiff can satisfy this Court that said Notes are lawful money issued in pursuance of and under the authority of the Constitution of the United States of America the undersigned will stand ready and willing to reverse himself in this determination.

TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY.

BY THE COURT
Dated January 6, 1969
/s/ Martin V. Mahoney

MARTIN V. MAHONEY
JUSTICE OF THE PEACE
CREDIT RIVER TOWNSHIP
SCOTT COUNTY, MINNESOTA

MEMO

I am bound by oath to support the Constitution of the United States and laws passed pursuant thereto and the Constitution and Laws of Minnesota not in conflict therewith. This is an important Case to both parties and involves issues, apparently, not previously decided before. It is also important to the public. The Clerk of the District Court is an officer of the Judicial Branch of the State of Minnesota. His act is the Act of the State. **U.S. Constitution, Article I, Section 10** provides ***"No State Shall make any Thing but Gold and Silver Coin a Tender in Payment of Debts."*** The tender of the two Federal Reserve Notes runs counter to the fundamental Law of the land, the Constitution of the United States of America. It appears on the face of it that the Notes are ineffectual for any purpose and that I am not justified in taking any steps toward the allowance of an Appeal in this case.

It is, however, the Order of this Court that the parties are entitled to a full hearing before this Court, and, if requested a full hearing will be granted.

Dated January 6, 1969

BY THE COURT
/s/ Martin V. Mahoney

MARTIN V. MAHONEY
JUSTICE OF THE PEACE
CREDIT RIVER TOWNSHIP
SCOTT COUNTY, MINNESOTA

Minnesota Statutes Annotated 532.38 required that the Appellant, First National Bank of Montgomery deposit with the Clerk of the District Court within ten (10) days, Two ($2.00) Dollars (lawful money of the United States) for payment to the Justice of the Peace before whom the cause was tried. This is one of the conditions for the allowance of an appeal.

Two One ($1.00) Dollar Federal Reserve Notes were deposited with the Clerk of the District Court. One was issued by the Federal Reserve Bank of San Francisco, bearing Serial No. L12782836 and the other on deposit was issued by the Federal Reserve Bank of Minneapolis bearing Serial No. 180410697A.

This Court determined that said Notes on their face were contrary to **Article I, Section 10 of the Constitution of the United States** and also based upon the evidence deduced at the hearing on December 7, 1968, the Notes were without any lawful consideration and therefore were void; however, this Court indicated it would give the Plaintiff, First National Bank of Montgomery, a

full and complete hearing with reference to this issue.

No hearing was requested by Plaintiff, First National Bank. This Court was ordered to show cause before the District Court. The Order to Show Cause is as follows:

IN DISTRICT COURT STATE OF MINNESOTA COUNTY OF SCOTT
FIRST JUDICIAL DISTRICT

First National Bank
of Montgomery, Minnesota,
Plaintiff,

vs.

Jerome Daly,
Defendant.

ORDER TO SHOW CAUSE

On reading the application for an Order attached hereto, and on Motion and Affidavit of Theodore R. Melby, Attorney for Plaintiff, due showing having been made that an exigency exists.

IT IS ORDERED, that Martin V. Mahoney, Justice of the Peace, Credit River Township, County of Scott, State of Minnesota, appear in person before the above Court at 10:00 a.m., Friday, January 17, 1969, at the Special Term of Court of Scott, State of Minnesota or as soon thereafter as counsel can be heard to show cause why he should not file in the office of the Clerk of District Court, First Judicial District, County of Scott, State of Minnesota, a transcript of all the entries made in his docket, together with all process and other papers relating to the above identified cause of action in his possession or the possession of any other Justice of the Peace of the State of Minnesota.

LET THIS ORDER APPLICATION FOR ORDER, AFFIDAVIT, all heretofore attached, be served on Martin V. Mahoney by leaving with him copies of the same and exhibiting this original ORDER with the signature of the Judge of District Court hereto, affixed, service to be made forthwith.

Dated at Shakopee, Minnesota this 8th day of January, 1969.

BY THE COURT /s/ Harold E. Flynn Judge of District Court, Therefore, upon Motion of Defendant Jerome Daly, this Court ordered a hearing before this Court on January 22, 1969 at 7:00 p.m.. The First National Bank of Montgomery made no appearance although service of the Motion and Order was served upon Ralph Hendrickson, its Cashier on January 20, 1969. No

continuance was requested by Plaintiff or its Attorney. The Defendant appeared by and on behalf of himself. After waiting for one hour for the Bank or its representative to appear the Court received the testimony of Defendant bearing upon the issue of the validity of the Federal Reserve Notes. Now, Therefore based upon all the files, records and proceedings herein and the evidence offered, this Court makes the following Findings of Fact, Conclusions of Law, Judgment and Determination with reference to the allowance of an appeal.

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DETERMINATION.

1. That the **Federal Reserve Banking Corporation,** is a **United States Corporation** with twelve **(12)** banks throughout the United States, including New York, Minneapolis and San Francisco. That the First National Bank of Montgomery is also a United States Corporation incorporated and existing under the laws of the United States and is a member of the Federal Reserve System, and more specifically, of the Federal Reserve Bank of Minneapolis.

2. That because of the **interlocking control activities,** transactions and practices, the Federal Reserve Banks and the National Banks are for all practical purposes, in the law, one and the same bank.

3. As is evidenced from the book: ***"The Federal Reserve System; Its Purposes and Functions,"*;** (1st Ed.) pages 74 to 78 and 177 and 180, put out by the Board of Governors of the Federal Reserve System, Washington, D.C., 1963, and from other evidence adduced herein, the said Federal Reserve Banks and National Banks create money and credit upon their books and exercise the ultimate prerogative of expanding and reducing the supply of money or credit in the United States. See especially page 75 of the Manual.

This creation of money or credit upon the Books of the Banks constitutes the creation of fiat money by bookkeeping entry.

Ninety per cent or more of the credit never leaves the books of the Banks as the Banks produce no specie as backing.

When the Federal Reserve Banks and National Banks acquire United States Bonds and Securities, State Bonds and Securities, State Subdivision Bonds and Securities, mortgages on private Real property and mortgages on private personal property, the said banks create the money and credit upon their books by bookkeeping entry. The first time that the money comes into existence is when they create it on their bank books by bookkeeping entry. The banks create it out of nothing. No substantial fund of gold or silver is back of it, or any fund at all.

The mechanics followed in the acquisition of United States Bonds are as follows: The Federal Reserve Bank places its name on a United States Bond and goes to its banking books and credits the United States Government for an equal amount of the face value of the bonds. The money or credit first comes into existence when they create it on the books of the bank. National Banks do the same except they must have One ($1.00) Dollar in Credit on hand for every Four ($4.00) Dollars they create.

The Federal Reserve Bank of Minneapolis obtains Federal Reserve Notes in denominations of One ($1.00) Dollar, Five, Ten, Twenty, Fifty, One Hundred, Five Hundred, One Thousand, Ten Thousand, and One Hundred Thousand Dollars for the cost of the printing of each note, which is less than one cent. The Federal Reserve Bank must deposit with the Treasurer of the United States a like amount of Bonds for the Notes it receives. The Bonds are without lawful consideration, as the Federal Reserve Bank created the money and credit upon their books by which they acquired the Bond. With their bookkeeping created credit, National Banks obtain these notes from the Federal Reserve banks.

The net effect of the entire transaction is that the Federal Reserve Bank and the National Banks obtain Federal Reserve Notes comparable to the ones they placed on file with the Clerk of District Court, and a specimen of which is above, for the cost of printing only. Title **31 U.S.C., Section 462 (392)** attempts to make Federal Reserve Notes a legal tender for all debts, public and private. See page 72. From 1913 down to date, the Federal Reserve Banks and the National Banks are privately owned. As of March 18, 1968, all gold backing is removed from the said Federal Reserve Notes. No gold or silver backs up these notes.

The **Federal Reserve Notes** in question in this case are unlawful and void upon the following grounds.

1. Said Notes are fiat money, not redeemable in gold or silver coin upon their face, not backed by gold or silver, and the notes are in want of some real or substantial fund being provided for their payment in redemption. There is no mode provided for enforcing the payment of the same. There is no mode provided for the enforcement of the payment of the Notes in anything of value.

2. The Notes are obviously not gold or silver coin.

3. The sole consideration paid for the One Dollar Federal Reserve Notes is in the neighborhood of nine-tenths of one cent, and therefore, there is no lawful consideration behind said Notes.

4. That said Federal Reserve Notes do not conform to **Title 12, United States Code, Sections 411** and **418**. **Title 31 USC, Section 462 (392)**, insofar as it attempts to make Federal Reserve Notes and circulating Notes of Federal Reserve Banks and National Banking Associations a legal tender for all debts, public and private, it is unconstitutional and void, being contrary to **Article I, Section 10, of the Constitution of the United States**, which prohibits any State from making anything but gold and silver coin a tender, or impairing the obligation of contracts.

Now, therefore, by virtue of the authority vested in me pursuant to the **Declaration of Independence**, the Northwest Ordinance of 1787, the Constitution **of the United States of America** and the **Constitution of the State of Minnesota**,

It is hereby **DETERMINED, ORDERED AND ADJUDGED**, that the Appeals Statutes of the State of Minnesota for Civil Appeals from the Court to the District Court is not complied with within 10 days after entry of Judgment. Therefore the Appeal is not allowed by this Court and my docket so shows.

Dated February 5, 1969

BY THE COURT
/s/ Martin V. Mahoney

MARTIN V. MAHONEY
JUSTICE OF THE PEACE
CREDIT RIVER TOWNSHIP
SCOTT COUNTY MINNESOTA

MEMORANDUM

The division and separation of the three great powers of government, the Executive, the Legislative and the Judicial and the principle that these powers should be forever kept separate and distinct as of vital importance to the maintenance and establishment of a free government, without which this Republic cannot possibly survive.

The particular wording of the **Declaration of Independence** which set up an obsolete cut off with the British form of Government is contained in the first two paragraphs thereof.

Thereafter the Constitution was ordained and established as a law for the government by the People of the United States.

All legislative powers granted are vested in the Congress of the United States consisting of a House of Representatives and a Senate elected as representatives of all the people.

"Judicial Power" is defined in ***Black's Law Dictionary*** as the authority vested by Courts and Judges, as distinguished from the Executive and Legislative power.

"Cases and Controversies" is defined in **Blacks' Law Dictionary** - *"This term as used in the Constitution of the United States embraces claims or contentions of litigants brought before the Court for adjudication by regular proceedings for the protection of wrongs; and whenever the claim or contention of a party takes such a form that the Judicial Power is capable of acting upon it, it has become a case or controversy."* See **Interstate Commerce Commission vs. Brimson**, 154 U.S. 447, 14 Sup. Crt. 1125, 38 Law Ed. 1047; **Smith vs. Adams**, 130 U.S. 1679, 32 L.Ed.. 895.

Under our form of government every American, individually or by representation, is the high and supreme sovereign authority. The authority at each of the three departments of government is defined and established.

It is entirely fitting and proper to observe that in all instances between the states and the United States, and the people, there is no such thing as the idea of a compact between the people on one

side and the government on the other. The compact is that of the people with each other to produce and constitute a government.

To suppose that any government can be a party to a compact with the whole people, is supposing it to have an existence before it can have a right to exist.

The only instance in which a compact can take place between the people and those who exercise the government, is that the people shall pay them while they choose to employ them.

A Constitution is the property of the nation and more specifically of the individual, and not those who exercise the government. All the Constitutions of America are declared to be established in the authority of the people.

The authority of the Constitution is grounded upon the absolute, God-given free agency of each individual, and this is the basis of all powers granted, reserved or withheld in the authorization of every word, phrase, clause or paragraph of the Constitution. Any attempt by Congress, the President or the Courts to limit, change or enlarge even the most claimed insignificant provision is therefore ultra vires and void ab initio.

When considering the United States Constitution, one must absolutely and completely clear his mind of all British, monarchical, papal, clergical, continental, financial, or other alien influences or conceptions of government the rights of the individual and what is Constitutional.

Our Constitution stands absolute and alone.

It must be read in the light of all engagements entered into before its adoption including the Declaration of Independence and the privileges and immunities secured by Common Law confirmed by Magna Charta and other English Charters, excepting there from all clerical, papal and monarchical nonsense.

No one applying the Constitution to any situation has any business, right or duty to look in any direction for sovereignty but toward the people. Any attempt or inclination to do so is a violation of one's oath and continuing duty to uphold, maintain and support the Constitution of the United States of America.

See **Waring vs. Mayor of Savannah**, 60 Georgia, Page 93, where it is quoted as follows:

"In this State as well as in all republics, it is not the Legislature, however transcendent its powers, who are supreme - but the people - and to suppose that they may violate the fundamental law, is, as has been most eloquently expressed, to affirm that the deputy is greater than his principal; that the servant is above his master, that the representatives of the people are superior to the people themselves; that men acting by virtue of delegated power may do not only what their powers do not authorize, but what they forbid."

The law is made by the Legislature, but applied by the Courts.

See generally Mr. Justice Story's commentaries on the Constitution found in **Story on the Constitution, Vol. 1, Section 198** through **280** on the History of the Revolution and the Confederation, origin of the Confederation, analysis of the Articles of the Confederation and the Decline and Fall of the Confederation including the reasons for it, which in chief was a debasement of our money and currency by the banks, similar to what is taking place in the United States today.

For authority to support the proposition that an Act of Congress in violation of the Constitution confers no rights or privileges see **16 Am. Jur. 2d "Constitutional Law,"; Sections 177 thru 179**

Article I, Section 10 of the United States Constitution provides that no State shall make any Thing but gold and silver coin a legal tender in payment of debts.

The act of the Clerk of the District Court is the act of the State. The Clerk of the District Court is the agent of the Judicial Branch of the Government of the State of Minnesota. See **Briscoe et al vs. The Bank of the Commonwealth of Kentucky**, 11 Peters Reports at Page 319, ***"A State can act only through its agents; and it would be absurd to say that any act was not done by a State which was done by its authorized agents."***

For the Justice Fees the bank deposited with the Clerk of District Court the two Federal Reserve Notes. The Clerk tendered the Notes to me. My sworn duty compelled me to refuse the tender. This is contrary to the Constitution of the United States. The States have no power to make bank notes a legal tender. See **35 Amer. Jur. on Money, Section 13**. Only gold and silver coin is a lawful tender.

See also **36 Am. Jur. on Money, Section 9**. Bank Notes are a good tender on money unless specifically objected to. Their consent and usage is based upon the convertibility of such notes to coin at the pleasure of the holder upon presentation to the bank for redemption. When the inability of a bank to redeem its notes is openly avowed they instantly lose their character as money and their circulation as currency ceases.

There is also no lawful consideration for these notes to circulate as money. The banks actually obtained these notes for the cost of the printing. There is no lawful consideration for said Notes.

A lawful consideration must exist for these Notes to circulate as money. The banks actually obtained these notes for the cost of the printing. There is no lawful consideration for said Notes.

A lawful consideration must exist for a Note. See **17 Amer. Jur. 2d on Contracts, Section 85** and also **Sections 215, 216** and **217** of **11 Amer. Jur. 2nd on Bills and Notes**. As a matter of fact, the "Notes" are not Notes at all as they contain no promise to pay.

The activity of the Federal Reserve Banks of Minneapolis, San Francisco and the First National Bank of Montgomery is contrary to public policy and the Constitution of the United States and constitutes an unlawful creation of money and credit is not warranted by the Constitution of the United States.

The Federal Reserve and National Banks exercise an exclusive monopoly and privilege of creating credit and issuing their Notes at the expense of the public, which does not receive a fair equivalent. This scheme is obliquely designed for the benefit of an idle monopoly to rob, blackmail and oppress the producers of wealth.

The **Federal Reserve Act** and **the National Bank Act** is in its operation and effect contrary to the whole letter and spirit of the Constitution of the United States, confers an unlawful and unnecessary power on private parties; holds all of our fellow citizens in dependence; is subversive to the rights and liberties of the people. It has defied the lawfully constituted Government of the United States. The **Federal Reserve** and **National Banking Acts** and **Sec. 462 (392)** of **Title 31, U.S.C.** are not necessary and proper for carrying into execution the legislative powers granted to Congress or any other powers vested in the Government of the United States, but, on the contrary, **are subversive to the rights of the People in their rights to life, liberty and Property.** The **aforementioned acts of Congress are unconstitutional and void and I so hold.**

The meaning of the Constitutional provision ***"No State Shall make any Thing but Gold and Silver Coin a tender in payment of debts"*** is direct, clear, unambiguous and without any qualification. This Court is without authority to interpolate any exception. My duty is simply to execute it, as written, and to pronounce the legal result. From an examination of the case of **Edwards v. Kearzev, 96 U.S. 595,** the Federal Reserve Notes (fiat money), which are attempted to be made a legal tender, are exactly what the authors of the Constitution of the United States intended to prohibit. No State can make these Notes a legal tender. Congress is incompetent to authorize a State to make the Notes a legal tender. For the effect of binding Constitutional provisions see **Cooke v. Iverson, 108 M. 388** and **State v. Sutton, 63 M. 147.** This fraudulent **Federal Reserve System** and **National Banking System** has impaired the obligation of Contract, promoted disrespect for the Constitution and Law and has shaken society to its foundations.

The Court is at a loss, because of the non-appearance of Plaintiff to determine upon what legal theory Plaintiff could possibly claim that the Notes in question are a legal tender. If they have any validity it must come from the Constitution of the United States and laws passed pursuant thereto. Inquiry was made of Mr. Daly as to what laws these Notes could be possibly based upon to sustain their validity. To aid the Court he presented the following: **Section 411, 412, 417, 418, 420 of USC Title 12** and **Title 31, USC Sec. 462 (392).**

On the one hand **Section 411** holds and states that the Notes are to be used for the purpose of making advances to Federal Reserve Banks through Federal Reserve Agents and for no other purposes. Then **Title 31, Section 462 (392)** states: ***"All Federal Reserve Notes and circulating Notes of Federal Reserve Banks and National Banking Associations heretofore or hereafter issued, shall be legal tender for all debts public and private."***

The Constitution states, ***"No State shall make any Thing but Gold and Silver Coin a legal tender in payment of debts."*** The above referred to enactments of Congress state that the Notes are a legal tender. **There is a direct conflict between the Constitution and the Acts of Congress. If the Constitution is not controlling then Congress is above and has superior**

authority from the Constitution and the People who ordained and established it.

Title 31 USC, Section 462 (392) is in direct conflict with the Constitution insofar at least, that it attempts to make Federal Reserve Notes a Legal Tender, the Constitution is the Supreme Law of the Land. **Sec. 462 (392)** is not a law which is made in pursuance of the U.S. Constitution. It is unconstitutional and void and I so hold. Therefore, the two Federal Reserve Notes are null and void for any lawful purpose so far as this case is concerned and are not a valid deposit of $2.00 with the Clerk of the District Court. I hold that the case has not been lawfully removed from the Court and jurisdiction thereof is still vested in the Court.

However; there is a second ground of invalidity of these Federal Reserve Notes previously discussed and that is the Notes are invalid because on no theory are they based upon a valid, adequate or lawful consideration.

At the hearing scheduled for January 22, 1969 at 7:00 p.m., Mr. Morgan, nor anyone else from or representing the Bank, attended to aid the Court in making a correct determination.

Mr. Morgan appeared at the trial on December 7, 1969 and appeared as a witness to be candid, open, direct, experienced and truthful. He testified to 20 years of experience with the Bank of America in Los Angeles, the Marquette National Bank of Minneapolis and the Plaintiff in this case. He seemed to be familiar with the operations of the Federal Reserve System. He freely admitted that his Bank created all of the money or credit upon its books with which it acquired the Note and Mortgage of May 8, 1964. The credit first came into existence when the Bank created it upon its books. Further he freely admitted that no United States Law gave the bank the authority to do this. There was obviously no lawful consideration for the Note. The Bank parted with absolutely nothing except a little ink. In this case the evidence was on January 22, 1969 that the Federal Reserve Banks obtain the Notes for the cost of the printing only. This seems to be confirmed by **Title 12 USC, Section 420**. The cost is about 9/10ths of a cent per Note, regardless of the amount of the Note. The Federal Reserve Banks create all of the Money and Credit upon their books by bookkeeping entry by which they acquire United States and State Securities. The collateral required to obtain the Notes is, by **Section 412, USC, Title 12**, a deposit of a like amount of Bonds, Bonds which the Banks acquired by creating money and credit by bookkeeping entry.

No rights can be acquired by fraud. The Federal Reserve Notes are acquired through the use of unconstitutional statutes and fraud.

The Common Law requires a lawful consideration for any Contract or Note. These Notes are void for failure of a lawful consideration at Common Law, entirely apart from any Constitutional Considerations upon this ground the Notes are ineffectual for any purpose. This seems to be the principal objection to paper fiat money and the cause of its depreciation and failure down through the ages. If allowed to continue, Federal Reserve Notes will meet the same fate. From the evidence introduced on January 22, 1969, this Court finds that as of **March 18, 1968 all Gold and Silver backing is removed from Federal Reserve Notes.**

The law leaves wrongdoers where it finds them. See **1 Amer. Jur. 2nd on Actions, Sections 50,**

51 and **52.**

This Court further observes that the jurisdiction of the Court is conferred by **Article 6, Sec. 1 of the Minnesota Constitution**. *"Sec. 1. The judicial power of the state is hereby vested in a Supreme Court, a District Court, a Probate Court and such other Courts, minor judicial officers and commissioners with jurisdiction inferior to the District Court as the legislative may establish."* Pursuant thereto an Act of the legislature credited this Court.

Nothing on the Constitution or laws of the United States limits the jurisdiction of this Court. The Constitution of Minnesota does not limit the jurisdiction of this Court. It therefore has complete Jurisdiction to render justice in this cause in accordance with and agreeable to the Supreme Law of the Land. See **16 Am. Jur. 2d on Constitutional Law Sections 210 thru 222.**

"When a Court is created by Act of the Legislature the Judicial Power is conferred by the Constitution and not by the Act creating the Court. If its Jurisdiction is to be limited it must be limited by the Constitution." See **Minn, Const. *"Bill of Rights."*** In any event, the Bank has not raised any question as to the jurisdiction of this Court.

Slavery and all its incidents including Peonage thralldom and debt created by fraud is universally prohibited in the United States. This case represents but another refined form of Slavery by the Bankers. Their position is not supported by the Constitution of the United States. The People have spoken their will in terms which cannot be misunderstood. It is indispensable to the preservation of the Union and independence and liberties of the people that his Court adhere only to the mandates of the Constitution and administer it as written. I therefore hold the Notes in question void and not effectual for any purpose.

January 30, 1969

/s/ Martin V. Mahoney

MARTIN V. MAHONEY
JUSTICE OF THE PEACE
CREDIT RIVER TOWNSHIP
SCOTT COUNTY, MINNESOTA

NOTE:

The Defendant, (Attorney) Jerome Daley, shortly after the above Court declared the above decision, again brought the issue of the Federal Reserve Notes before the Courts. On Appeal to a Federal Court; the Federal Judicial Officers publicly ridiculed Mr. Daley for challenging the validity of the Notes of the Federal Reserve Bank and had Mr. Daley "disbarred" from practicing law (**United States v. Jerome Daly**, 481 F.2d. 28). This "act" of our Federal Judicial Officers to "disbar" a fellow member of the "Bar" for questioning the validity of the monetary system of the United States raises the question as to who the Federal Judicial Officers are employed by. It is obvious that they are employed by the International Banking Cartels; **NOT THE PEOPLE OF THE UNITED STATES.**

MINNESOTA STATE BOARD OF LAW EXAMINERS

What follows is the testimony of Roland D. Graham, Vice President and General Counsel of the Federal Reserve Bank of Minneapolis taken Wednesday February 11, 1970 in the disbarment proceedings brought by the Minnesota State Board of Law Examiners against Jerome Daly to have Mr. Daly disbarred from the practice of law. This testimony was taken under oath:

Wednesday, February 11, 1970
Approximately 2:30 p.m.

(Whereupon, the following proceedings were duly had:)

Mr. Roland D. Graham being first duly sworn, testified
as follows on behalf of the Petitioner:

Testimony solicited by Mr. Davis, attorney for the petitioner:

Q. Will you state your full name please.
A. I am Roland D. Graham, G-r-a-h-a-m.

Q. Your address, Mr. Graham?
A. My address is 73 South Fifth Street, Minneapolis: Federal Reserve Bank of Minneapolis.

Q. What is your profession?
A. I am an attorney.

Q. By whom are you employed?
A. I am Vice-President and General Counsel of the Federal Reserve Bank of Minneapolis.

Q. Are you licensed to practice law in the state of Minnesota?
A. Yes sir.

Q. For how long a time have you been counsel for the Federal Reserve Bank of Minneapolis?
A. I have been general counsel for the Federal Reserve Bank of Minneapolis since 1966; however, I was on the staff of the legal department of the bank since 1959.

Q. In the course of your duties with the Federal Reserve Bank of Minneapolis, have you had occasion to be involved in litigation with one Jerome Daly?
A. Yes.

Q. Have you received any inquiries from other agencies of government or other persons within the banking group concerning these actions commenced by Mr. Daly?
A. Well, we received several inquiries with respect to the actions commenced against our bank and especially by other Federal Reserve Banks and the Board of Governors; we kept them constantly informed of the progress in these cases as it occurred. And there was an occasional

inquiry made with reference to these cases from our office, yes.

Q. Do you have any compilation or list of inquiries that were made either to you or to the board, the Federal Reserve Board?
A. I have a compilation of inquiries that were made and letters sent out by the Board of Governors and the Treasury Department with reference to a case arising in Credit River, Minnesota, involving the Constitutionality of the Federal Reserve System.

Q. Do you have that letter with you?
(WHEREUPON, Petitioner's Exhibits 66 and 67 were duly marked for purposes of identification.)

Q. I show you Petitioners Exhibit Number 66, will you identify that for the Court?
A. This is a letter dated September 2, 1969, addressed to me from Mr. Robert Sanders, Assistant General Counsel of the Board of Governors of the Federal Reserve System. And Mr. Sanders sent me this list at my request, in which it contains a list of a number of responses made by the Board of Governors and the Treasury Department, in connection with inquiries received by them, certain congressional offices, relating to a case arising out of Credit River, Minnesota, and arising as a result of a publication, primarily of a publication distributed, reporting that case, entitled **Myers' Finance Review**.

Q. And I show you Petitioner's Exhibit 67 and ask you to identify that.
A. This is a subsequent Xerox copy of some articles that were referred to in that letter, which also were the basis of inquiries that we received.

CROSS-EXAMINATION

Mr. Jerome Daly's cross-examination consisted of two arguments. The first part of his argument was to elicit confirmation from Mr. Ronald D. Graham, a qualified spokesman for the Federal Reserve banks, that the Federal Reserve banks and the commercial banks do create Deposit (checkbook) Money on their books as their lending and investing money media.

The second part of Mr. Daly's argument was the convertibility of the pocket paper currency into gold and/or silver is a separate argument, and irrelevant to the mechanics of Deposit (checkbook) Money creation.

Therefore, to make it easier for the reader to understand the mechanics of where and how bank Deposit (checkbook) Money (generally referred to as "credit" is created -- all questions and answers referring to currency convertibility were edited (left) out.

Testimony solicited by Jerome Daly:

Q. You say you have been with the Federal Reserve Bank for how long?
A. For ten years, approximately ten years.
Q. And you are a Vice President of the bank?

A. Yes sir.

Q. And you say that you have been in the practice of law in the state of Minnesota?
A. Yes sir.

Q. And also in the United States District Court?
A. Yes sir, for the state of Minnesota.
(WHEREUPON, Respondent's Exhibit J was duly marked for purposes of identification.)

Q. Showing you Respondent's Exhibit J, I will ask you if you can identify that.
A. Respondent's Exhibit J is a publication put out by the Board of Governors of the Federal Reserve System explaining its purposes and functions.

Q. And what issue is that?
A. According to this, this is an issue that was published in 1963.

Q. Are you familiar with that, Respondent's Exhibit J?
A. I am familiar with its publication; I could not cite it, all the language; but I am familiar with its publication.

Q. Have you looked it over?
A. Yes.

Q. Generally, do you agree that the statements in there are true?
A. As to the functions and so forth, yes, sir.

Q. That is the official publication of the Board of Governors, is it not true?
A. Yes.

MR. DALY: I offer in evidence Exhibit J.

MR. DAVIS: No objection.

THE COURT: It will be received.

Q. Now, your Federal Reserve Banks, there are twelve of them in the United States, aren't there?
A. That is correct.

Q. And more or less the head bank is in New York, is it not?
A. There is a Federal Reserve Bank of New York that represents a second Federal Reserve District; it is a separate incorporated bank, separate from the other eleven banks, yes.

Q. Now, by the way, these Federal Reserve Banks have employees, do they not?
A. Yes, they do.

Q. And there are none of these employees on Civil Service?
A. No, sir.

Q. That is a true statement, is it not?
A. Yes, sir.

Q. You are not on Civil Service, yourself?
A. No, sir.

Q. And the Federal Reserve banks pay taxes to the state for the real estate they are situated upon?
A. Yes, sir.

Q. And the Federal Reserve banks are owned by the member banks, are they not?
A. I don't know what you mean by owned, Mr. Daly.

Q. I withdraw the question. The Federal Reserve corporation is a corporation organized and existing by virtue of the laws of the United States, is that correct?
A. That is correct.

Q. And the member banks are required to subscribe to so much stock?
A. That is correct.

Q. But this is non-voting stock, isn't that correct?
A. They have a right to elect six of the directors of the Federal Reserve bank.

Q. I didn't mean that; it is a stock that doesn't actually carry any rise to ownership with it, isn't that correct?
A. The Federal Reserve stock, owned by member banks of the Federal Reserve System, represent the capitalization they put into the system required by law and it gives them certain limited rights as to the election of directors on the Board of the reserve banks. However, in the event of dissolution of any Federal Reserve bank, they are only entitled to their reserves, the amount of capitalization they have put into the reserve bank. And after the reserve banks have paid all of the liabilities and expenses, all the residuals go into the United States Government.

Q. And the member banks, like the First National here in Minneapolis; Northwestern National; they have a right to use the services of the Federal Reserve bank?
A. Yes, we do provide services for them, yes.

Q. And the First National Bank of Montgomery is one of your member banks?
A. Yes, sir.

Q. Now, calling your attention to page seventy-five in that book, will you read the last two paragraphs out loud?
A. The last two paragraphs?

Q. I think that is what I want.
A. The commercial banks as a whole can create money only if additional reserves are made available to them. The Federal Reserve System is the only instrumentality endowed by law with discretionary power to create (or extinguish) the money that serves as bank reserves or as public's pocket cash. Thus, the ultimate capability of expending or reducing the economy's supply of money rests with the Federal Reserve.

New Federal Reserve money, when it is not wanted by the public for hand-to-hand circulation, becomes the reserves of member banks. After it leaves the hands of the first bank acquiring it, as explained above, the new reserve money continues to expand into deposit money as it passes from bank to bank until deposits stand in some established multiple of the additional reserve funds that Federal Reserve action has supplied.

Q. Now, the mechanics, can you explain the mechanics by which the Federal Reserve bank runs its open market committee.
A. Runs its open market committee?

Q. Yes.
A. The open market committee is not a committee of the Federal Reserve Banks, Mr. Daly. It consists of seven members of the Board of Governors of the Federal Reserve System and five of the seven -- five of the twelve presidents of the Federal Reserve banks.

Q. And the seven members of the Board of Governors?
A. Yes, sir.

Q. Will you explain to the Court what their function is?
A. The function of the Federal Open Market Committee is to meet and make policy with reference to the purchase or sale of government securities by Federal Reserve Banks.

Q. Now, can you elaborate on that.
A. The purchase and sale of government securities by Federal Reserve Banks, under the direction of the Open Market Committee, is a device, one of the monetary tools used by the Federal Reserve System to expand on one of the Federal Reserve --

Q. Expand or reduce the reserves?
A. Yes.

Q. Now does the Federal Reserve Bank expand its reserves?
A. The reserves of the commercial banks?

Q. Or its own reserves?
A. The action taken with reference to the Open Market Committee and expansion of the commercial bank reserves that are required to be held in the Federal Reserve banks in their own vault, by expanding reserves of the commercial banks. This then takes out of circulation or the ability of commercial banks to expand loans or investments.

Q. So that seven members of the Board of Governors and the twelve presidents of the Federal Reserve banks have the control over the volume of credit that is made available to the public?
A. The Open Market Committee, which consists of five of the twelve presidents of the Federal Reserve banks and the seven members of the Board of Governors, directs policy with reference to the sales or purchase of the government securities on the open market, which expands or contracts the ability of commercial banks to make loans and investments.

Q. And this has a direct bearing upon the amount of money that is available to the public?
A. It would have a direct bearing on the amount of money and supply of credit available.

Q. Now, the Federal Reserve Bank actually creates credit on its books, does it not?
A. The only way in which it creates credit is by its discount policy, in which it may credit, by making a temporary loan and credit the reserve account of that individual bank.

Q. It can credit the account of the individual bank by making a loan to the bank?
A. Yes, sir, this is a loan that is repaid.

Q. And when the Federal Reserve bank makes the loan or that credit first comes into existence, is when they manufacture it on the books?
A. It is a credit to their reserve?

Q. And it first comes into existence at that time?
A. These are temporary loans.

Q. And it doesn't make any difference if it is temporary or long term, the first time it comes into existence is when it is credited on the books of the bank?
A. Yes, sir.

Q. And as a practical matter, this credit never leaves the books of some bank; it is transferred by check entry from one bank to another?
A. The effect of that particular transaction may or may not be transmitted through the banking system, I don't know.

Q. What percentage of the volume of business was done by check in this country?
A. I don't know the figure, Mr. Daly, I don't know the breakdown upon demand deposits and currency at the present time.

Q. Now, when a member bank makes a loan, what is the percentage of so-called reserves that they are supposed to have on hand?
A. That is determined by the Board of Governors of the Federal Reserve System and it varies at what the Board decides.

Q. What is it at present?
A. It is kind of a multiple breakdown at present; my recollection is reserves are seventeen per cent reserve requirement; a sixteen per cent for the country banks, which are required to have

a lower reserve.

Q. In other words, when say like the First National Bank of Montgomery wants to make a loan of one hundred dollars; if it has a reserve of seventeen dollars on deposit with our bank, it can make a loan of a hundred dollars?
A. If the reserve bank decides to lend it, yes, this is discretionary.

Q. If the First National Bank decides to lend it?
A. Now, now, an application for a loan or discount from the Federal Reserve Bank may be made; in discretion with the Federal Reserve Bank, if it feels it is an appropriate borrowing.

Q. Does the First National Bank of Montgomery, do they have to get the permission of the Federal Reserve Bank of Minneapolis before they can make a loan?
A. They make application for a loan and they can be turned down if the Federal Reserve Bank in Minneapolis did not deem it a good loan.

Q. To an individual?
A. They only make loans and discounts to banks.

Q. I am talking about the individual citizen that walks into a bank and wants to borrow ten thousand dollars from the bank out in the country.
A. All right.

Q. Does that bank out in the country also create money on its books?
A. That bank may make a loan to that individual if it has the funds available to make that loan.

Q. Does that bank, the commercial banks can also create credit on their books?
A. To the extent that the reserve or equity at the position permits them to make a loan in accordance with their policy. They can do this by issuing a cashier's check, which is a liability in the bank or do so by crediting the deposit account of that individual.

Q. To what extent can they do that?
A. I guess I don't follow your question.

Q. Is there a limit upon them? Is there a limit to the extent that they can do that?

A. The ultimate limit to which they would be restricted would be determined by the amount of reserves they are required to hold back, dependent upon what the reserve requirements, as established by the Board of Governors of the Federal Reserve System, are.

Q. So, there is a percentage of limits?
A. Yes.

Q. They also create credit on their books?
A. To the extent they can make loans or investments.

Q. And this credit first comes into being when they create it?
A. When the credit is made to the account of the customers, they have thus created a loan to the customer in the form of a deposit balance. Now, this may be drawn upon to pay off perhaps creditors of the individual that is making the loan.

Q. But in any event, this is the first time that this credit comes into existence, they create it on their books?
A. Yes.

Q. So, in effect, the books of the member banks amount to a bill of credit, do they not?
A. What is your definition of a bill of credit, Mr. Daly?

Q. There has been some argument about that, isn't that right?
A. Yes.

Q. But at any rate, the credit is manufactured on the books though?
A. There is a credit on the account of the customers, either that he is given in disbursed funds by means of a cashier's check or some other.

Q. Now, have you had a chance to read over my publication, the Daly Eagle?
A. I don't remember if I have read it through or not, Mr. Daly.

Q. Have you attempted to read it?
A. I believe I did read it at one time; but I don't recall all the language in it.

Q. There is a picture of a note in here, on page twelve, a one dollar Federal Reserve note?
A. Yes, sir.

Q. Is this a sample of what is in circulation?
A. As currency.

Q. Yes.
A. It appears as though it is a Federal Reserve note, yes, sir.

Q. Well, that is a reasonably accurate portrayal, is that right?
A. Yes.

Q. Your bank acquires United States obligations by creating credit on its books, do they not?
A. I guess you might say by creating credit as permitted under the policy of the Federal Reserve, yes.

Q. But the physical notes themselves, they are made up by the Bureau of Printing and Engraving?
A. That is correct.

Q. And that is under the control of what, the Treasury Department?

A. I believe it is the Treasury Department.

Q. The notes themselves, you get these notes in denominations from one dollar up to ten thousand dollars, is that right?
A. I don't believe there is a ten thousand dollar bill in circulation; but we get them in the various denominations now permitted by law.

Q. And your bank gets them for the cost of printing?
A. We get them, yes; these are the actual physical notes, yes, for the cost of printing; but they are issued as a liability to the Federal Reserve Bank of Minneapolis or whatever Federal Reserve Bank is involved.

Q. Well, now, I believe you indicated that you had some correspondence from the head office of the Board of Governors of the Federal Reserve System?
A. Yes, sir.

Q. With you, for purposes of following it to the Bar Association, is that right?
A. This arose, because I had heard that there was some testimony being given before the Ethics Committee with reference to the Credit River proceeding. I talked to Mr. Orren with the Ethics Committee and indicated I had a number of telephone calls with respect to the Credit River proceeding and I acknowledged they had received a number of inquiries down at the Board, at the Treasury Department, arising out of the Myers' Finance Publication.

Q. This is Myers' Finance Review?
A. Yes.

Q. From Calgary, Alberta, Canada?
A. Yes, sir.

Q. Did you ever see his review before this?
A. Before today? I had seen copies of a publication, I believe, that was dated May 27, 1969.

Q. May 27, 1969?
A. Yes, sir.

Q. And this is the first publication in which he published it, is that right?

A. Published what, I am sorry.

Q. This story with reference to the Credit River verdict?
A. I don't know, Mr. Daly, I just saw the May 27th issue.
(WHEREUPON, Respondent's Exhibit K was marked for purposes of Identification.)

Q. Do you recognize that as a copy that you saw?
A. Yes, sir.

Q. And how soon after May 27th of 1969 did you see that?
A. The only one I recollect was a publication that came out, I believe, in June. I don't subscribe to the publication.

Q. Well, it is fair to say that you gentlemen that are counsel for the Federal Reserve banks and the general counsel for the Board of Governors, you are keeping very close tab on this dispute?
A. Well, as a matter of information, yes, yes.

Q. And you have since 1963?
A. I have transmitted all the information down to the Board of Governors, with reference to the suits, yes.

Q. And by the way, the Board of Governors of the Federal Reserve System are independent of the control by Congress, are they not?
A. No sir, that is not true.

Q. Well, can you elaborate on why it is not true?
A. The Federal Reserve System was established by Congress under the Federal Reserve Act, by legislation enacted by Congress.

Q. But at the present time, Congress exercises no control over them?
A. Are you talking about control over the decisions, policy decisions made by the Federal Reserve?

Q. Right.
A. There is specific law I am aware of that any Congressman can effectuate a policy decision upon the Federal Reserve.

Q. That is what I am driving at.
A. Yes.

Q. And the Board of Governors of the Federal Reserve System controls volume of credit that is put into circulation?
A. The policy decisions of the Board of Governors, Mr. Daly, influence the supply of money and credit in the country, yes; I think that is a fair statement.

Q. And that, under the present laws, is independent of any act of Congress?
A. The policy decisions, I am aware of, are not subject to any Congressional mandate, that is correct.

Q. And the determination of the interest rate is not subject to any Congressional mandate?
A. No sir, I think the determination of the interest rate is a result of the marketplace, are you talking about?

Q. Actions of the Open Market Committee?

A. Actions of the Open Market Committee could have an influence on the level of interest rates.

Q. Isn't that set by basically, it is set or controlled, that is the prime rate is set and controlled by the Board of Governors?
A. The prime rate, no.

Q. Pardon me?
A. No.

Q. What do they do with reference to the interest rate?
A. The only interest rate, I think you are referring to, is a discount rate, established by the Federal Reserve banks. The discount rate is established initially by the Board of Directors of Federal Reserve banks, subject to review and determination by the Board of Governors. The discount rate is the rate charged against member banks of the Federal Reserve System, who make loans or discounts at Federal Reserve banks.

Q. Isn't it pure and simple, the rate of interest that the Federal Reserve bank charges the member banks for the credit that they create on their books?
A. Would you repeat that one?

Q. To use simple language: Isn't the rate of interest that the Federal Reserve bank charges the member banks for credit they create on their books?
A. This is for loans or advances given to member banks, yes.

Q. And these loans and advancements are created on the books of the Federal Reserve bank?
A. The making of a loan or discount is effected of a credit to the reserve account of a member bank.

Q. When they create the credit on their books, it comes into existence?
A. Yes.

Q. This discount rate is set by the Board of Governors of the Federal Reserve System?
A. The discount rate is initially set by the Boards of Directors of reserve banks, independently; they are subject to review and determination of the Board of Governors in the Federal Reserve System.

Q. So if all of the member banks get together and agree to set the discount rate, which is the federal
reserve banks get together and set the discount rate, the Board of Governors doesn't have anything to say about it?
A. They have to approve a discount rate.

Q. And the people in charge of the Federal Reserve banks are not, none of them are government employees as such?
A. Of the Federal Reserve banks?

Q. Right.
A. None of them are under Civil Service, no.

Q. And none of them are government employees as such then?
A. No, sir, they are not under Civil Service.

MR. DALY: I think that is all the questions I have.

The End

HISTORY OF UNITED STATES CURRENCY

Early American colonists used English, Spanish, and French money while they were under English rule. However, in **1775,** when the Revolutionary War became inevitable, the Continental Congress authorized the issuance of currency to finance the conflict. Paul Revere made the first plates for this **"Continental Currency."** Those notes were redeemable in Spanish Milled Dollars. The depreciation of this currency gave rise to the phrase **"not worth a Continental."**

After the so-called U.S. Constitution was ratified, the alleged 'United States in Congress Assembled,' passed the **"Mint Act"** of **April 2, 1792,** which established the coinage system of the social compact known as the United States and the dollar, as their principal unit of species currency. By this Act, we became the first country in the world to adopt the **decimal system** for currency. The first U.S. coins were struck in **1793** at the Philadelphia Mint and presented to **Martha Washington.**

The so-called Government did not issue paper money as we know it today until **1861.** In the interim years, however, the new social compact Government did issue **"Treasury Notes"** intermittently during periods of financial stress, such as the **War of 1812,** the **Mexican War of 1846,** and the **Panic of 1857.**

During this same period **(1793 - 1861),** approximately **1,600 private banks** were permitted to print and circulate their own paper currency under **State Charters.** Eventually, **7,000** varieties of these **"State Bank Notes"** were put in circulation, each carrying a different design!

With the onset of the Civil War, the new Military Social Government Construct—desperate for money to finance the war—passed the **Act of July 17, 1861,** permitting the **Treasury Department** to print and circulate paper money. The first paper money issued by the Military Government was **Demand Notes** commonly referred to as **"greenbacks."** In **1862,** the so-called Military Congress retired the **Demand Notes** and began issuing **United States Notes,** also called **Legal Tender Notes.**

Under **Military Congressional Acts of 1878** and **1886,** five different issues of **"Silver Certificates"** were produced, ranging from **1** to **1,000 dollar notes.** The **Treasury** exchanged **Silver Certificates** for **silver dollars** as they were known. The size and weight of the **silver coins** (dollars) made them unpopular. The last series of **Silver Certificates** was issued in **1923.** However, the last series of modern **Silver Certificates** produced were the series **1957B/1935H one dollar notes, series 1953C five dollar notes,** and **1953B ten dollar notes.**

During the period from **1863** to **1929,** the **Military Social Government Construct** again permitted thousands of banks to issue their own **notes** under their **National Banks Acts of 1863 and 1864.** These were called **"National Bank Notes,"** but unlike the earlier **"State Bank Notes,"** they were produced on paper authorized by the **Military Social Government Construct** known as the United States and carried the same basic design.

In **1913,** Military Congress passed the **Federal Reserve Act,** establishing this so-called nation's **Federal Reserve System.** This **Act** authorized the **Federal Reserve Banks** to issue **Federal Reserve Bank Notes.** In **1914,** the **Federal Reserve Banks** began issuing **Federal Reserve Notes**—the only currency still being manufactured today by the Military Construct's **Bureau of Engraving and Printing.**

At the signing of Coinage Act on July 23, 1965, Lyndon B. Johnson stated in his press Release that:

"When I have signed this bill before me, we will have made the first fundamental change in our coinage in 173 Years. The Coinage Act of 1965 supersedes the Act of 1792. And that Act had the title: An Act Establishing a Mint and Regulating the Coinage of the United States..."

"Now I will sign this bill to make the first change in our coinage system since the 18th Century. To those members of Congress, who are here on this historic occasion, I want to assure you that in making this change from the 18th Century *we have no idea of returning to it*."

MERCHANTS OF FICTION

If the truth were obvious to the common people, or shall we say untrained eye, everyone would understand it and agree. In fact, the more one focuses on the significant issues, the less obvious the truth appears to be. What tools do you have at your disposal for comprehending the larger objective truths outside of your own immediate experience? Unless you are a dedicated student of life, with lots of time on your hand to read, travel, and do research, **by default and/or general acquiescence,** all you probably have time for are the **"sound bites"** of established and very controlled **(Money Kings)** print and entertainment **"news"** sources. What is your level of **assurance** that these popular **indoctrination** sources of information are trustworthy? Is it possible that the larger truth is so far from obvious, that you wouldn't know it if it bit you? I suggest that this is much closer to reality than you might expect.

In the Movie **"A Few Good Men,"** Keffe, the character played by Tom Cruise screams, **"I want the truth!"** and Jessep, the character played by Jack Nicholson fires back **"You can't handle the truth!"** Nine out of ten people, when interviewed, will insist that they want the truth. They really believe that they do. However, if you qualify this question when you ask it with **"even if it were painful,"** the number drops to **4** in **10.** Run the experiment, you'll see what I mean. This tendency to reject new information when the chosen response is one of discomfort or pain is described in **Dissonance Theory**—a scientific theory of attitude change which proposes that awareness of inconsistencies among individuals' beliefs, attitudes, and behaviors, produces an aversive state of tension or discomfort.

Furthermore, dissonance increases with important decisions and dissimilarity between alternatives. Resistance to change is described in terms of ***effort justification***—a tendency to believe, once a considerable amount of effort is exerted to achieve a goal, that the goal is important and worthwhile. This principle is at the heart of hazing rituals by sports teams, fraternities, and sororities.

When dissonance occurs the individual will attempt to reduce it through a number of coping mechanisms. If the perceived level of pain overwhelms other coping skills, the individual will chose denial. Others will attempt to reduce dissonance by justifying one's behavior when external inducements are **"insufficient"** to fully justify it. This occurs when the individual has high trust with self, i.e., behavior is congruent with principles, and has paid a high price in the past to seek out and adapt their lives to their evolving understanding of the truth. A struggle will play out within the individual in which they will do whatever is necessary to test the new information, until a determination can be made as to its validity. **The new information is not constrained by what is already known.**

Now, let's put all of the above information on dissonance theory and people's interest in truth **(uh, as long as it isn't painful)** together to see the tangled web that has been woven for people. People will be guided by **two** sayings: **"The proof is in the pudding,"** and **"Follow the money."** To set this up it is important to understand that in order to operate effectively in the current political and financial system, the purveyors of so-called **"government"** have set up a trust. We use quotes around the word **"government"** because it is a fictional entity, i.e., there is

no person or thing that can be ascribed to this linguistic expression—it is without referent. **"Government"** is the **BIG** fiction. Before explaining how the so-called **"government"** is a trust, we'll first examine a ***trust*** that most of us are familiar with—a ***Deed of Trust.*** If you are asking the question—**"You mean my mortgage?"** No—I mean **your trust!!!**

If you are an assumed **"homeowner,"** go to your files now and get what you think is your mortgage. We will introduce definitions at the point were they are used to facilitate your understanding—all definitions are taken from ***Black's Law Dictionary*** **4th** and **6th** editions. So what is a **deed of trust?** Before we answer that, let's first see what a **trust** is. We will only go into enough depth to give you a feel for what you have probably been overlooking.

A **trust** is a legal **construct** for holding property for some use as determined by the **terms of the trust.** The formal application of **trusts** usually involves **three** parties, although technically only one is required. The creator of the **trust** is called the ***TRUSTOR*** *and/or* ***GRANTOR*** *or* ***SETTLOR*** (hereafter: **trustor).** The trustor is the original holder in due course of the property and sets the contract for the benefit of a **BENEFICIARY.** The property and the terms of the contract are usually managed by a **third** party, the **TRUSTEE,** also called **fiduciary** (one in a position of **trust**).

Did you know that when you signed your **Deed of Trust** that you were giving benefit and advantage to the **banker**? Who created the Deed of Trust**? Answer:** The **banker** did, so why wouldn't the **banker** draw up the contract to **his** own advantage if you didn't say anything against it?

> **Deed of Trust.** An instrument in use in many states, taking the place and serving the uses of a common-law-mortgage, by which **legal title** to real property is placed in one or more **trustees,** to secure the payment of a sum of money or the performance of other conditions.

Now let's begin the process of attaching parties to this definition, and defining some more terms, so you can see where you stand. You may have assumed that you are the **Trustor.** While it is true that your **signature "payed"** for the house (yes, you read it correctly), this was not the agreement you signed **last**.

If you signed your **Deed of Trust "Joint Tenancy,"** what did you do? Did you actually sign a lease agreement with the ***landlord that*** call themselves bank?

> Here is a quote from a **Deed of Trust:**
>
> **"WITNESSETH:** That **Trustor** hereby irrevocably grants, conveys, transfers and **assigns** to the **Trustee in Trust,** with **Power of Sale,** the above described real property, together with leases, issues, profits, or income there from: **SUBJECT,** however to the right, power and authority hereinafter given to and conferred upon **Beneficiary** to collect and apply such property income."

What did you do when you signed the **Deed of Trust** at the title company? You **"assigned the**

lease" between you (one who furnishes consideration; **think signature**) and the **Trustor** (a corporate fiction set up on registration of your birth certificate; ***another fiction***) to the **Beneficiary** (**the bank**). What were you thinking?

As said earlier, **the truth is far from obvious,** and we can only give you the highlights in this essay. There are many more pieces to this story. See ***"United States Bankruptcy: What Banks Don't Want You to Know", "Secrets of the Federal Reserve", "What is United States", "Are You Sure You Want to Hire an Attorney,"*** and ***"Before the Judge."***

How did the **deed of trust** become a lease anyway? While you were busy ***not paying attention*** to all that legalese, a **second document** was slipped in front of you after you signed the **note,** thus turning you from an **"owner"** in to a **renter** (**"homeownership"** is a very **short lived** experience for most people).

> **Assignment of lease.** Such occurs where lessee transfers entire unexpired remainder of term created by lease.
>
> **Title.** The ***evidence*** of right which a person has to the possession of property.

The definition for ***Deed of Trust*** above, uses the term ***legal title.*** Exactly what does this mean? The term ***legal*** is the tip off. Law is *another fiction*. Since the so-called U.S. Bankruptcy and HJR 192 (Public Law 73), there is no way to extinguish a debt and consequently no way to execute a law. We went from the gold standard to the ***promise to pay*** standard, and all demands for payment constitute an issue of public currency. A promise to pay (signature or federal reserve note) creates **"money,"** and is what funds your mortgage, auto loan, credit card purchases, and every other kind of **'loan'** you take out, including traffic tickets. The other tipoff is the word ***evidence*** in the definition for title. **Title in trust** is a quasi-title, not **title in fact.** You can have right to possession, but you can never own anything outright—all property and labor being pledged in the so-called bankruptcy. It is for this reason that **"legal title"** can never be defined in term of the **Res,** or **real thing.** It can only represent a **fiction.**

Instead of the land being the security, the **bankers** have replaced this with **"legal title to real property"**—a **"legal description"**—a fiction. Can the **"legal description"** ever be the **"land or house property?" Answer: No,** not under the current system.

"Legal title" is based on **"legal description."** Black's law doesn't define this phrase, but a summary of words (in physical terms) would be: A written enumeration of items composing as estate created by law. But since law itself is a fiction, so must a **"legal description,"** and in turn **"legal title."**

> In **1803, their** President, **Mr. Thomas Jefferson,** appointed Mr. Lewis and Mr. Clark to explore and map out the newly acquire Louisiana Purchase from France --nearly one-third the total area purchased by the United States for **their** social compact known as The United States of America.
>
> From this expedition, the entire area purchased by The United States for The United

States of America, and was mapped with metes and bounds. We measure today our boundaries for each piece of property with metes and bounds. Townships were formed across the nation for every six miles square, containing thirty-six square miles. These townships still exist today.

Who is managing (Trustee) the **trust?** *Surprise*, a **British Esquire Attorney**. **Attorneys** are the only ones as the **"collateral endorsers"** who can own **title companies.** This is a very convenient arrangement, don't you think. See ***"Are you Sure You Want to Hire an Attorney."***

Most people suppose or assume that a contract has to be knowingly, intentionally, and voluntarily agreed to by the parties involved. This is usually the case even when there is no written, signed contract. For example, when eating at a restaurant—If you place an order for food, then proceed to consume the food upon receipt, the custom is, you're liable for the bill. However, there is a whole class of contracts of a far more sinister nature; they are called, ***adhesion contracts.*** These are contracts made wholly for the benefit of a single party. They come into existence whenever you exercise a benefit offered by the corporate state such as welfare **(Social Security, Medicaid, food stamps, postal delivery, etc.),** sign an application **(uh, affidavit)** for a passport, use so-called federal highways, sign your private property name to obtain a license **(marriage, automobile, aviation, CPA, etc.),** or register what you perceive as your private property **(babies, automobiles, etc.).** Unless you specify that you don't want to be liable for the unrevealed benefits of any agreement or commercial contract by signing above your name **"Without Prejudice,"** you have become an **accommodation party** to the **fiction.**

This system for inducing you to commerce has been so carefully designed, that without specialized knowledge, such as the information contained in this essay, your chances of prevailing in an encounter with it are almost non-existent. It owes its success to the interlocking connection of three fundamental ploys:

1. Build a system based on appearances (fiction).

2. Create subtle ways of getting people to contract with the fiction in order to make them accommodation parties.

3. Induce people to give this fiction substance by arguing and testifying in statutory courts.

Corporate entities, Federal Reserve notes, property descriptions, and statutory laws are all fictions. There is nothing of substance to them. A corporate entity such as your Straw-man—debtor, is not the flesh and blood you. **Federal Reserve notes** do not come into existence through their assignment to something of value such as **gold** or **silver,** but by taking out a **loan.** A **title deed** identifies a home in terms of an **artificial system of meets and bounds called a property description**—a description of property that is **NOT;** if you read it, you won't find anything that describes any attribute of the real house. This also applies to your car title and any other title to property. The real substance of a thing is referred to as the **RES.** Legislated statutory laws are not written pursuant to the contracts **(Constitution and Bill of Rights)** that would limit **"government's"** power over its **creators,** the **Sovereign flesh** and **blood Men** and **Woman** of **their** America. By creating a system that is fiction from end to end, they ensure that

the real game stays hidden and not **one in a million** will figure it out.

In closing, let's revisit our earlier discussion of **Dissonance Theory** and examine the dissonance levels attributable to the above shocking (from the perspective of the uninitiated) information.

You have believed all of your life that money is valuable and have therefore struggled for its attainment in order to **"purchase"** the material necessities of life like a home. You have also believed that you have been **"paying"** your debts. Now you are learning that you have been deceived in these most basic and fundamental tenants and assumptions. I rather doubt a greater dissimilarity of alternatives could exist—the information that you have been absorbing from the culture, either by osmosis or governmental schooling, with what is presented here in this essay is extremely **HIGH,** meaning **HIGH dissonance.** In addition, the information presented here invites you to make some major decisions in regards to the interpretation you give to your perceptions. This also contributes to **HIGH dissonance.** And finally, the effort justification is also very **HIGH**—the daily commute, the job, etc. According to our definition then, dissonance should be **OFF THE CHARTS.** For some of you, it probably is and you're in shock. However, if after a week or so you still believe that you really own your house and are not simply a caretaker for the **International bankers,** ask yourself what would happen if you were to stop paying your use **fees** in the form of **property taxes.** Do you know what the **bankers** would do? How do you explain that?

For the rest of you, I hope I have piqued your interest enough to read the other essays in order that you may deepen your understanding of this amazing story. Only by doing so will you be able to claim your remedy.

ARE YOU SURE YOU WANT TO HIRE AN ATTORNEY?

The complexity of a social order is proportional to the degree of specialization required of its members to carry out its agreed functions—as complexity increases, members tend to know more and more about less and less. In times past, physicians performed essentially the same services. They could carry everything they used in the treatment of their patients between their ears and in a little black bag. Today doctors specialize in one part of the body and require the support services of large institutions and other specialists. In this context it is natural for one to seek out the services of those who are learned in matters that they do not either have the time, interest, or training to handle for themselves. However, would you go to an unlicensed physician who had a hidden agenda, lacked training in medicine, who performed treatments for which the results and costs were uncertain? As the uninitiated will discover, this is standard operating procedure when hiring an attorney.

If there is a system for which there is a bigger gap between perception and the reality of its inner workings, I know not what it is. This includes attorneys themselves. By design, the true nature of alleged courts, the law, and the relationship of the individual to the state has been hidden by the architects of the system, lest its secrets be exposed. Popular perceptions are groomed by the purveyors of controlled media, and education (including so-called **law** schools) mostly through entertainment and inculcation of so-called national identity. Independent thinkers within the ranks of attorneys may eventually realize the significant incongruities in plying their trade, but not **one in a million** will figure it out. Only upon being invited into the **inner sanctum** of judgeship and higher will the secrets begin to be revealed.

So, how is this accomplished? Since the so-called Military Social Government Construct's Bankruptcy in **1933** (see *Americas "New Deal", the Looting of a Nation*) **attorneys** and **judges** have a near license to steal the wealth of the community **backed by force of arm.** They are amply rewarded for activities that promise nothing. They function at the heart of a system that has, as its ultimate goal, **subjugation** and **conquest** of the **population** through **commerce.** Although wars on the surface may appear to settle the differences between men and countries, it has been the behind the scenes **manipulations** by the **bankers** and **merchants** that continue to **control.** This was the case at the conclusion of **their** America's war for Independence, as it is now—not surprisingly mediated by **attorneys** (see ***A Brief History of United States***). **Attorneys** do this with their own private language in which they change the popular meanings of words and imbed the rules of the game inside inscrutable code—you can't play the game unless you understand the rules and that takes an attorney - - and even if you are one in a million, you are not allowed to use their private code to prosecute them for their thievery because such Codes are Copyrighted, There is no higher form of incestuous relations to prevent the people from the sheer BAR to justice, established to prevent the **Money Kings,** by and through their Agents **(Attorneys),** from fleecing the people.

So, what is an **attorney** anyway, and does this mean the same thing as lawyer? Although modern usage tends to obscure the distinction between the meanings of these words, historically, they are not the same. To understand this distinction it is necessary to trace the legal profession

in **their** United States back to its roots in Britain. Even the word **"bar"** is of British origin.

In England, only some lawyers are called Advocates. Others are called **"solicitors,"** still others **"barristers," "counselors," "mediators,"** and **"attorneys."** These are not terms referring to just any lawyer, they are specific titles used to designate the type of **lawyer** they are and how they practice law.

Advocates and **solicitors** have a very similar roll, but on the opposite side of any given dispute. While a **solicitor** is one who presents a case on behalf of an accuser, otherwise known as the **plaintiff**, an **advocate** provides argument for the defendant.

The **barrister** holds a specific position of trust beyond an area where even other lawyers are barred from entry. **"Crossing the bar"** means far more than just walking over to a different place in the room. It is the act of placing yourself under the jurisdictional authority of the court whose bar you've crossed. The **BAR** stands for **British Accredited Registry.**

A **mediator's** job is to facilitate an agreement between opposing sides. **Counselors,** on the other hand, primarily do just what their title indicates, counseling. To obtain **"assistance of Counsel,"** therefore is not the same as being represented by an **attorney.** So, what is an **attorney?**

Notice that the word for each title clearly identifies its unique characteristic:

- **Solicitor** = one who solicits a cause of action
- **Advocate** = one who advocates for the accused
- **Barrister** = one who goes where others are barred from entry
- **Mediator** = one who mediates between two parties
- **Counselor** = one who provides counsel from a given perspective
- **Attorney** = one who attorns or engages in attornment

The term **"attorn"** is defined in Black's Law Dictionary:

> ***"to turn over; to transfer to another, money or goods; to assign to some particular use or service." "Attorn" has its origin from the days of the English Feudal System. Its process employed the class title of nobility known as Esquire, which means a greater or elevated Squire. The Squire was an armor bearer for the Knight.***

Among other duties, the **Esquire** performed the **attornment** ceremony necessary to preserve a class structure of nobility. While performing his **attorney** functions, the **Esquire** used a system of unequal protection under different sets of laws. Among these varying standards were the laws of the **King's Court,** of the **Court of Exchequer,** of the **Common Courts of Pleas,** and for the different levels of royalty, noblemen, freemen, peons, serfs and slaves.

The purpose of the **attorney** was, as it is today, to see that upon the **transfer** of any property of value nothing would get into the hands of the common people. Their job, if faithfully carried out, would assure that the rich get richer and the poor get poorer.

This transfer of wealth is enforced in several ways. Since all **attorneys** take the title **Esquire,** you end up in last place in the pecking order of allegiance, which goes first to the **crown,** then the **courts,** before going to you. If you doubt this, just ask your **attorney** to sign an agreement that puts you first in line and see what happens. Unless they want to bring a quick end to their careers, don't expect to see a signature. **Second,** since the bankruptcy and the partitioning of the law (See ***Essay on the Law***), the law was replaced by ***public policy*** **(private copyrighted International Law),** you were replaced by a legal fiction (See, ***Adhesion Contracts***), and **two party contracts** were replaced by **construed constructive trusts** (See ***Essay on Trusts***). *If you have not completed your* ***UCC-1 Filing*** *you are considered a* ***ward of the court/state.***

The ramifications of all of this are as follows: Since the bankruptcy, all corporations are insolvent and there is no way to *pay* a debt. If there is no way to pay a debt, there is no way to execute a law (no payment is possible), and laws, including the facts upon which they are based, become irrelevant. Your duty under these circumstances is to be a good little trustee by honoring your implied promise to perform under all of your adhesion contracts. Courts are no longer about law, fact of law, or anything real for that matter. They cannot be because **THERE IS NO WAY TO PAY!**

> ***The careful observer of court room drama will notice that the judge will typically only look at one or two pages of any of the court briefs that pass before them, regardless of how long they are. Today's courts are about one thing, and that is honor—did you honor your contract to perform as a good trustee?***

One more fact is worth noting before concluding. The much ballyhooed and prestigious **License to practice law** does not even exist (see ***The Mythological License to Practice Law***). There is no department of State which issues said license, nor does the **State Bar** in their alleged state exist, other than as a corporation. You can prove this to yourself by going to the Commissioner of Corporations in their state. The so-called **Bar** is merely a private club that collects union dues from its members who posture as **licensed professionals,** which does not exist by and through any **Executive Authority (Governor's Executive Powers)** of the so-called **State** which issues all **licenses** to control supposedly every **licensed professional.**

In summary, when you hire any **attorney,** you are underwriting the **English Crown** to assign one of their unlicensed agents, learned in procedure not law, to animate a legal fiction (Strawman) that was created on your behalf. There is **misrepresentation by and through centers of education to accept such contrivances as legal.** When you were born, they bring you into **their** slaughterhouse to argue your case **"thus giving meaning to the legal fiction they have created there."** Hence, subject matter jurisdiction gives rise to a cause of action, whether legally or not, while transferring as much of what you presume is your wealth as they can get away with. Then it is hoped that you will come back for more on appeal **(a sucker is born every day, and they know this because they educate them to remain born suckers).** Is this what you thought you were bargaining for?

NOTES:

MYTHOLOGICAL LICENCE TO PRACTICE LAW

Every so-called **State in the Union** has laws on their books forbidding the **unauthorized** practice of their Law. This fact alone might lead one to conclude that being a licensed member of the legal professional is not only required, but that one not so duly appointed had better not even think about offering legal writings or advice without having a ***"license to practice law."*** To test this assumption, we go to **California,** the so-called **Union's** most populace so-called state, our test subject, to see how they do it, **California** style.

To begin this journey of discovery you can go online to the **Secretary of State** for **California's** web site. All bona fide corporations, public and private, must be registered with the **Secretary of State.** Do a search for **"California Bar Association"** and notice several strange anomalies with the posted information. For one, while the incorporation date of record is listed as **1907,** this date differs from the date on the seal of the letter head for the **California Bar** that lists an incorporation date of **1927.** Now notice that the status of the **California Bar** is ***inactive.*** Also notice that there is no registered agent listed for **service of process,** nor is there a listing for the **corporate address.** Go to the **Secretary of State** web sites for the so-called states neighboring **California** and you will discover the same **anomalies**—listed but ***inactive,*** without contact information.

Now call the **California Corporate Commission** to discover if they can explain the so-called **anomalies** and they will advise you that the **State Bar of California** was formed by statute **(legislative act),** and therefore not formed in accordance with the **California Corporation Code.**

Next, call the Executive Director at the headquarters for the **California Bar Association** in **San Francisco** and ask the following three questions:

1. Why is the **California Bar Association** an ***inactive*** corporation?

2. What type of organization (legal classification) is the **California State Bar Association?**

3. Why does the incorporation date on the letter head seal differ from the date of incorporation listed with the **California Corporation Commission?**

While the **Executive Director** will not be able to clear up the mystery to any of the questions listed above, you will be assured that the **State Bar of California** is a Constitutional agency with the judicial branch of State government. It serves an administrative function for the **California Supreme Court** in matters relating to the regulation of the legal profession.

However, the **California State Constitution** and the **California Business & Professions Code,** does not agree with this claim—these **two** authorities describe the **State Bar of California** as **a *public corporation,*** not a **'Constitutional agency."**

To complicate matters further still, the **California Secretary of State** *refuses* to issue a **"Certificate of Non filing,"** a five dollar ($5.00) fee, a standard form for any unregistered, non-filing public corporation. By claiming that the **State Bar Corporation** was created by legislative act, the **Secretary of State** can take the position that it lacks authority to issue the certificate, even though the **State Bar Association** actively touts itself to be a **public corporation.** In so doing, the **California Bar** has effectively **exempted** itself from registration and shielded its books from public scrutiny. The following obscure cite from **7 Corpus Juris Secundum 9** reveals the deceit being perpetrated here:

> *"In view of the decision that the creation of public corporation by special acts is prohibited by state Constitution, state bar act creating state bar corporation as public corporation has no validity and designation of state bar as 'public corporation' has no legal efficacy."* ***Bridgegroom v. State Bar, 550, P.2d 1089, 27 ArizApp. 47.***

To further interpret what this means: the **State Bar of California** enjoys the best of both worlds; an apparent ***agency of government,*** enjoying the power and protection of the state, including ***exemption from taxation,*** while it is, in fact, a private institution without ***legal basis.***

Whereas, the notion of a ***"license to practice law"*** is scarcely mentioned in **state** and **federal codes,** the requirements relating to every other kind of license in existence is spelled out in mind-numbing detail (e.g. **Vehicle Code**, **Internal Revenue Code**, etc.). The sacred ***"license to practice law,"*** however, remains undefined! Answers to questions regarding where it comes from, how it is conferred, where one goes to see what it looks like, its tenure and its cost remain elusive like the wind. These, and other intensely pertinent questions, remain unanswered by the **codes** that imply its existence.

So, pull up a chair and take a front row seat as we examine what the word manipulating **Esquires** have done to convince us that such a thing **'really'** exists. As always the subterfuge is in their definition of the words and what is conveniently omitted. It is up to you to guess which words are **'suspect,'** which assumptions are implied to lead you off track, what remains unspecified, and where to go to find the appropriate **'definitions.'**

Code Series 6000 of the **California Business & Professions Code** (Cal. B&P) is known as the "**The State Bar Act.**" **Section 6002** is the solitary code section in all of **California Code** evidencing the supposed issuance of a ***"license to practice law."*** I will list out the relevant sections in **Cal. B&P** relating to the issuance of licensing and also section 9 of **their California State Constitution.** Look these over to see if you can tell were the clues are and note what questions to ask.

Cal. B&P Code Section **6001**

> ***"The State Bar of California is a public corporation."***

Cal. State Const., **Sec. 9**

> ***"The State Bar of California is a public corporation."***

Cal. B&P Code Section **6002. Members**

"The members of the State Bar are all persons admitted and licensed to practice law in this state..."

Cal. B&P Code Section **6125. Necessity of Active Membership in State Bar**

"No person shall practice law in California unless the person is an active member of the State Bar."

Cal. B&P Code Section **6060**

"To be certified to the Supreme Court for admission and a "license to practice law," a person who has not been admitted to practice law in a sister state..."

Cal. B&P Code Section **6060.5**

"Neither the board, nor any committee authorized by it, shall require that applications for admission to practice law in California pass different final bar examinations depending upon the manner or school in which they acquire their legal education."

Cal. B&P Code Section **6064**

"Upon certification by the examining committee that the applicant has fulfilled the requirements for admission to practice law, the Supreme Court may admit such applicant as an attorney at law in all the courts of this state and may direct an order to be entered upon its records to that effect A certificate of admission thereupon shall be given to the applicant by the clerk of the court."

Cal. B&P Code Section **6064.1.**

"No person who advocates the overthrow of the Government of the United States or of this State by force, violence, or other unconstitutional means, shall be certified to the Supreme Court for admission and a license to practice law."

Cal. B&P Code Section **6067.**

"Every person on his admission shall take an oath to support the Constitution of the United States and the Constitution of the State of California, and faithfully to discharge the duties of an attorney at law to the best of his knowledge and ability. A certificate of the oath shall be endorsed upon his license."

JURISDICTION

Sections **6002** and **6125,** appears straight forward, until the jurisdictions are compared. The jurisdiction ***"California,"*** means the ***de jure*** **social compact known as the California Republic** as described in the **1849 California Constitution.** The jurisdiction ***"in this State,"*** per **California Revenue and Taxation Code**, means the ***de facto military social construct defined as a*** **federal territory** via the **Buck Act** under military control of the United States located in the District of Columbia (See ***What is United States?***).

PERSONS

Since the so-called bankruptcy in **1933**, ***"in this state"*** signifies the military federal social construct known as the **"State of California,"** with its subject **"citizens of the United States,"** artificial ***persons*** existing under statute in an artificial realm. In the **de jure California,** the word **person** means the ***flesh and blood*** man or woman**.** Thus **§ 6002** says that only artificial persons **(legal fictions)** may be admitted and **licensed.** Real persons need not apply!

Since the **de jure social compact known as California** no longer truly exists due to the fact the compact went out of legal existence in **1933** as a pledge to the military social government construct bankruptcy, **§ 6125** is nonsensical; It makes about as much sense as stating ***"No person shall drive an 18-wheeler on interstate highways in California unless that person is a member of the Teamsters Union."***

WHAT IS THE STATE BAR?

Another fatal flaw in both **§ 6002** and **§ 6125,** according to **Corpus Juris Secundum 9**, listed above, and the **Secretary of State,** is that the ***State Bar*** itself has **no legal existence.** In contradiction to **Sec.9** of **their California State Constitution** and the **California State Bar Act, § 6001** states that the **State Bar** is a **public corporation.** The ***State Bar*** is a **public corporation** that is **NOT,** and the **State Bar Act** creating the **State Bar** has **no legal efficiency.**

BAR MEMBERSHIP

Cal. B&P Section 6002 informs us that ***"members of the State Bar are admitted and licensed to practice law."*** Admitted into *what*? And ***who*** does the licensing? **Section 6002** is framed to satisfy the reader's perfunctory inquisitiveness, while remaining firmly ambiguous. Also, the reader of **section 6002** may get the impression that **Bar** members are the only ones that may be **"admitted and licensed to practice law in this state."** However, because of the way **Section 6002** is worded, non-members of the **State Bar** are not excluded from being **"admitted and licensed to practice law in this State."** In addition, B**ar** membership is a ***result*** of being admitted and licensed to practice law, whereupon the admitted party is then granted membership in the **State Bar** by a **bar card-*not the other way around*.**

> **"Generally, membership in a bar association is optional with the individual attorney, but where a unified or integrated state bar organization is established, membership and payment of dues may be required as conditions of practicing law in the state..." *7 Corpus Juris Secundum 8*, In re Gibson, 4 P.2d 643.35 N.M. 550.**

Though the controlled and licensed **media** and **courts** would have us believe otherwise, non-State **Bar** members are ***not excluded*** from being **"licensed to practice law in this State."**

Cal. B&P **6060, 6060.5** reveal that the ***"license to practice law"*** follows (is one in the same) **"admission to practice law,"** not membership in the **bar-association. Section 6060** says that one may be **certified** to the so-called Supreme Court **(admitted/licensed to practice law)** even if they haven't been **"admitted to practice law" (no bar-card)** in another state.

An article in the Los Angeles Times entitled **"Clinton Resigns from the High Court Bar"** underscores this point:

> **" ...'Former President Clinton hereby respectfully requests to resign from the bar of this court,' his lawyer, David E. Kendall, said in a two-page letter to the high court's clerk..."**
>
> **"Clinton's resignation from the Supreme Court bar will have little practical impact. Clinton has not practiced before the Supreme Court and was not expected to argue any cases in the future..."**

Clinton resigned only from the ***Supreme Court bar***, and from no other bar. Every other **"license to practice law"** is still in force and is just like the one issued in the so-called ***de facto*** **State of California.** The only possible license to practice law, the certificate of admission, is the real **"license."**

THE EXAMINING COMMITTEE

Cal. B&P **Section 6064** provides additional evidence that bar membership doesn't confer a ***"license to practice law."*** Otherwise, Cal. B&P **6002** would be sufficient in itself, with no further requirement that an examining committee must certify that an applicant "has fulfilled the requirements for admission to practice law" for being **"licensed."**

Regarding the true importance of the **"examining committee,"** referenced above in **Section 6064,** the so-called **chief justice of the Supreme Court** can unilaterally overrule its decision and admit any applicant they see fit, even one who has been rejected as unfit or unqualified. As the following case cites show, **"Admission to practice law"** is ultimately controlled by the **chief justice of the Supreme Court** of the jurisdiction. In fact the **chief justice** ***is*** **the Supreme Court.**

> **"Supreme Court has inherent power and authority to admit an applicant to practice law in this State...despite unfavorable report upon such applicant by**

Board of Governors of State Bar." ***Lacey, In re (1936) 11 CA2d 699, 81 P2D 935.***

"The authority of the Committee of Bar Examiners is limited to investigating and recommending for admission those applicants found to be of the prescribed standards. Only the Supreme Court has plenary power to admit applicants who, in the opinion of the court, meet the prescribed test, whether or not the Committee agrees with the conclusions of the court." ***Green v. Zank (1984. 2d Dist) Cal App 3d 497, 204 Cal Rptr 770.***

SIGNIFICANCE OF STATE BAR

The **State Bar of California** does not issue **licenses**—***cannot issue licenses***—because it is a freewheeling, private trade union posing as an agency of government. Quoting from a statement issued by **Governor Pete Wilson's office** in a **May, 30 1998** article from the **Los Angeles Times:**

"Beleaguered State Bar Faces Uncertain Fate – Agencies: It will begin going out of business as a result of Wilson veto unless Legislature acts quickly."

"...Critics two years ago launched a referendum on whether to abolish the bar, but with just over half the state's lawyer's voting, the bar survived. About 65% of the respondents opposed dismantling it."

"The bar has escaped other brushes with death. In 1985, the Legislature refused, for several months, to allow the Bar association to collect dues because of its abysmal record in disciplining lawyers."

If the existence of the **bar association** hinges on an internal vote of disgruntled **bar-association attorneys,** complaining about paying dues and disciplining themselves—and could have been abolished in **1885** and **1996**—how relevant could the **State Bar of California** actually be?

PROFESSIONAL STANDARDS

Regarding the conduct and professional standards of **Esquires,** there is no state or federal regulatory agency in **their** America governing such matters. **Oceanside, California Republican Assemblyman Bill Morrow,** who sponsored a **bill** for overhauling and shrinking the **Bar** in **1998,** is quoted in the same **LA Times article** cited above:

"Morrow said that he is not worried that lawyer discipline will lapse. If no legislative breakthrough is reached by summer, the legislature will simply transfer lawyer discipline to the State Department of Consumer Affairs, the lawmaker said."

THE NON-EXISTANT OATH OF OFFICE

Cal. B&P **6067** implies that **attorneys** take **oaths of office** and that this is **printed** on **"the license."** If you read **Section 6067** carefully, these **attorneys** are not a **"member of the State Bar,"** but **"admitted persons." Section 6067** is designed to **lull** the reader into the **false belief** that **attorneys** take **Constitutional oaths of office.** Since the **license** is effectively the **bar card**—a **credit card** sized piece of plastic – note that the only text appearing on the **bar card** of the **State Bar of California** concerns annual union dues. There is **no oath:**

> **"This certifies that the person whose name appears on this card has paid the annual fee required by statute."**

So, on further analysis, **Code Section 6067** provides yet another meaningless entry designed to mislead and distract one from getting closer to the truth.

SOURCE OF THE "LICENSE" AND TITLE

Since the **Code** painstakingly avoids ever actually naming or identifying the imaginary **"license to practice law,"** we can safely say that its architects don't really want us to know the underlying source from which **attorneys** derive their **privilege to practice law.** Looking deeper, we find there is an underlying aspect of the certificate of admission revealed at **7 Corpus Juris Secundum 4** (page 801).

> **"In this state, the right to practice law is conferred by letters-patent, issued under the great seal of the state by its chief executive...The right to practice law is a property right existing virtue of...letters patent, from the state as the sovereign. 168 A. 229; 114 N.J. Eq. 68."**

The word ***patent*** is defined as follows:

- "**1.** Manifest or apparent to everybody: requiring no search to discover; conspicuous; evident; plain; as, the fraud was ***patent.*** **2.** Covered or protected by letters ***patent*****; secured from interference by government protection**... **3.** Open for general inspection, as letters ***patent***... n. ...**4.** *Law.* **A grant of any privilege, franchise, etc., made by sovereign authority**." *A Standard Dictionary of the English Language, Funk and Wagnalls Company* ***(1903).***

- **1.** A government protection to an inventor, securing to him for a specific time, the exclusive right of manufacturing, exploiting, using, and selling and invention; the right granted. **2. Hence, any official document securing right**." *Funk & Wagnalls Standard Dictionary, International Edition* ***(1958).***

Investigating the word ***letters patent,*** we find:

- "*History*. **A document granting some right or privilege**, issued under government seal but open to the public inspection." ***Blacks Law 7th Edition.***

- "An instrument proceeding from the government, and conveying a **right**, **authority**, or **grant** to an individual..." ***Blacks Law 1st Edition.***

- [From within the definition of letter:] **"*Letters patent*,** an open document under seal of the government, **granting** some **special right, authority, privilege,** or **property,** or conferring some **title**;... *A Standard Dictionary of the English Language, Funk and Wagnalls Company* ***(1903).***

If the true relationship between Crown of England/Britain and so-called Military Social Construct known as the United States isn't coming into sharp focus for you, I don't know how to make it any clearer. The source of the **patent,** as well as **letters patent,** from the beginning, has always been the **Sovereign,** the **Crown,** the Originator of the device, because the Crown had a supreme need for distinguishing its commercial interests in **their** America, while continuing to conduct business in the name of its **Straw-men** (Attorneys) **Esquires.**

CONCLUSION

In conclusion, no attorney can produce a valid state-issued **"license to practice law,"** because no such **license** exists. It is a ***right*** granted by **letters *patent* "certificate of admission." Bar associations** function merely as **labor unions,** like the **Teamsters.** Just as a membership in the **Teamsters Union** does not confer the **privilege of driving**, membership in the **bar association** likewise doesn't confer the **privilege of practicing law**. Rather, membership in the **bar association** is a ***result*** of being **"admitted and licensed to practice law."** The notion that a **bar association** has any obligation to discipline its members is a fantasy, and whatever occurs is gratuitous. **State bar associations** cannot be very different than their parent, the **American Bar Association** (a **"voluntary membership association of attorneys"** per their web site).

The reason that **Esquires** can practice law without a state issued license is that courtrooms in **their** America are no longer ***de jure*** Constitutional instrumentalities of a social compact operating via **International Public Order.** They have been hijacked and turned into **private, monopolized, commercial marketplaces** for the enrichment of the **owners of code** (see ***Essay on the Law***) via **Private International Law.**

Since there is no requirement that an **attorney** at law identify himself as an Esquire, there must be some other factor at play that induces such extraneous behavior:

> **"Admission to the practice of law is membership in an ancient and honorable profession that has for its goal the furtherance of the administration of justice, and the attorney is an instrument for the achievement of such noble purpose."** ***McFarland v. George, App., 319 S.W. 2d 662.***

"One who is admitted to practice as an attorney at law, both by virtue of his oath of office and customs and traditions of the legal profession, owes to the court the highest duty of fidelity." ***97 N.W. 2d 287; 255 Minn. 370 In re: Lord.***

Notes:

SHORT ESSAY ON THE LAW

BABYLON AND ROMAN EMPIRES

The ancient kings and rulers of the Middle East governed the populaces for thousands of years through what they called **"city-states,"** where each city and the surrounding area was a state in and unto itself, independent of the other city-states. Many conflicts and battles between the city-states took place because of the continual disagreements with the boundary lines between them, in order to keep the people and their land under their control for commerce and taxation. This is where the term **"citizen"** came from. Roman rulers continued to use the term as they conquered each territory by declaring, **"You are citizens of Rome!"** Since the people did not want to fight the Romans, they acquiesced, and thus, they were verbally contracted under Roman rule.

Hierarchy of Law

The first order of law is **Natural Law**. These are the **Supreme Creator's Pillars of Universal Law** and in Principle, which so necessarily agrees with nature and State-Of-Man. Without observing their inherent maxims, the peace and happiness of any society as a social compact can never be preserved. Knowledge of natural laws may be attained merely by the light of reason, from the facts of their essential agreeableness with the Constitution of moral entities in nature. Natural Law exists regardless of whether it is enacted as positive law or regarded in any other light whatsoever or cloaked in darkness by whomever or by whatever means.

When law began to emerge into any moral entity's conscience through thoughts, words and deeds, the next order of law on this planet and/or universe was begun. The most fundamental law of all moral law has to do with survival, which is a Universal Principal. It has to do with moral interactions, of any kind, via relationships of buying, selling or trading or relating in any way. It is based upon treating and/or dealing with others the way that you would like to be treated and/or dealt with. This is known as the true **Law of Commerce.** The **Law of Commerce** has been in operation since man interacted with each other starting many thousands of years ago through the recorded antiquity of the Sumerian/Babylonian era where commercial law was codified and enforced. Ancient artifacts dating over 6,000 years old reveal that the system was so complex it even included receipts, coined money, shopping lists, manifestos and a postal system with the medium being baked clay.

As a derivative of Law of Commercial, being removed from natural law, and therefore inferior, is **Common Law** (common [L *co* together + *munis* service, gift, exchange] to exchange together). This emerged, basically, in England out of disputes over a portion of the **Earth in Allodium** (Sovereign ownership of land) and was allegedly based on **"common"** sense. So, common law is the **Law of the Earth** governing the exchange of soil**.** Common law gave rise to the jury system and many writs and processes which governments have absorbed, satirized, and made into rules and regulation processes in such courts.

Common Law procedures were based on the opportunity **"to face your accuser or the injured**

party" in front of witnesses to sort out the problem directly. This process was never intended to include **"lawyers, attorneys or judges construing their own law,"** as these **"titles"** are all based upon the allegiance of "representation" which can never "be the real thing." Because conflicts of interest generally begin over the setting of the court and the recognition of parties to the Cause of Action, there often arise many disputes over conflicts or undisclosed conflicts. It is no wonder there is confusion. As a rule of thumb, the process often mimics the games of the coliseum.

After common law, came those governments which **arose** around these customs and usages. Their laws and legislative regulations, ad infinitum such as those, which gave rise to **their** various city-states, kingdoms, and so-called organic republics. **The** only **"laws"** that these social compacts can create are those that **"allow commerce to flow more efficiently WITHIN their social compact".** The only **"law"** the so-called agency central government, known as **The United States of America,** could create was to **"allow commerce to flow more efficiently BETWEEN the social compact parties known as States."** It was never intended to regulate the **Sovereign People of Earth** who created the social compact – the true **Sovereigns** exercising **their** Political Rights**, w***hich are superior to all civil rights of the common citizens***.**

Below that, the **"garbage froth,"** more or less, is **politics** and the **private copyrighted company policy of foreign corporations,** such as the military social construct known as the UNITED STATES, THE STATE OF..., THE COUNTY OF..., THE CITY OF..., etc. The purpose of these "municipalities" [L *munus* service, gift, exchange + *capere* to take; to take service and exchange] is to **"govern"** fictitious entities such as **JOHN DOE** and **K-MART** – *not to regulate people*. Remember back when you thought that **YOU** were **JOHN DOE** because that is how it is written on the fictions drivers license in commerce?

One of our problems here is that when we engage with agency government, municipalities and other such elements (in all our dealings in the law), we have been conditioned to interact on and in **THEIR** level (subject of the corporations as a sub-corporation enfranchised and registered). We have never risen to the level where the base of law is. Here the reality, the power, the solidity and the pre-eminence exists - **THE SOVEREIGN'S LEVEL.**

But now, we can function in this powerful level. This is Checkmate. This is the end of the game. **THIS IS THE REMEDY.**

Commercial Law

This phrase designates the whole body of substantive jurisprudence, i.e. the Uniform Commercial Code, the Truth in Lending Act, applicable to the rights, intercourse, of persons *engaged in commerce, trade or mercantile pursuits. Black's Law Dictionary,* 6th *Edition.*

Commercial Law maintains the commercial harmony, integrity, and continuity of society. It also states: **"to maintain the peace and dignity of the State."** Over the millennia, these principles have been discovered through experience and distilled and codified into those ten fundamental Maximums listed above. There is no legal issue or dispute possible which is not a function of

one or more of these principles. The entirety of world commerce now functions in accordance with the **Uniform Commercial Code (UCC),** the so-called military social construct known as the UNITED STATES' corporation's version of the **Law of Commercial.**

Uniform Commercial Code

*The **National Conference of Commissioners on Uniform State Laws,** together with the **American Law Institute,** drafted so-called Nation-wide **Uniform Laws.** Each corporate so-called state has now adopted these laws. These laws govern commercial transactions, including sales and leasing goods, transfer of funds, commercial paper, bank deposits and collections, letters of credit, bulk transfers, warehouse receipts, bills of laden, investment securities, and secured transactions. The U.C.C. has been adopted in whole or substantially by all states.* ***Black's Law Dictionary, 6th Edition.*** *The U.C.C. is a code of laws governing various commercial transactions -- sale of goods, banking transactions, secured transactions in personal property, and other matters, that was designed to bring uniformity in these areas to the laws of the various states, and that has been adopted, with some modifications, in all states, including the District of Columbia and the Virgin Islands.* ***Barron's Law Dictionary, 3rd Edition.*** *Unless displaced by the particular provisions of this code, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principle and agent, estopped, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions.* ***U.C.C. 1-103.***

To paraphrase the third definition above, the **U.C.C.** is the **supreme law on the planet,** and all other forms of law are encompassed by it and included in it (except you as a **Sovereign,** of course). **Pennsylvania** was the first state to adopt the **UCC (July 1954),** and **Louisiana the last (January 1, 1975).**

The following is a quote from the **BANK OFFICERS HANDBOOK OF COMMERCIAL BANKING LAW WITHIN THE UNITED STATES**, sixth edition, paragraph 22.01(1) and pertains to certain types of transactions:

There are twelve transactions to which the UCC does not apply. They are as follows:

1. **Security interests governed by federal statutes . . .**
2. **Landlord liens . . .**
3. **Liens for services or material provided . . .**
4. **Assignment for claims for wages . . .**
5. **Transfers by government agencies . . .**
6. **Certain isolated sales of accounts or chattel paper . . .**

7. Insurance Policies . . .

8. Judgments . . .

9. Rights of setoff . . . (see setoff)

10. Real Estate interests . . .

11. Tort Claims . . .

12 Bank accounts . . ."

UCC-104 states: "Construction against implicit repeal. This code being a general act intended as a unified coverage of its subject matter, no part of it shall be deemed to be impliedly repealed by subsequent legislation in such construction be reasonably avoided."

Nothing in the **UCC** has ever been repealed, nor can it ever be, no matter if any jurisdiction chooses to declare it so, because it is founded upon the **Supreme Creator's Pillars of Universal Law**. In the event of conflict between a deleted section and a current section, the deleted section controls. If this is examined, one will see that it cannot be the other way. Potentially countless commercial transactions can be consummated based on the current **UCC** at any time. To **"cancel"** any portion of the **UCC** at a later point is to throw into upheaval and chaos all commercial agreements that were based on the deleted portion. That act would carry unimaginably astronomical liability to the many actors who attempted to effect such change.

SECTION III

SOVEREIGNTY

SOVEREIGNTY OF THE PEOPLE

While the relationship between man and the social compact known by many names, to name but a few i.e., Alliance, Empire, Kingdom, Nation, Organization, Confederacy and State, has been a hotly debated topic throughout known history, little has changed over time in their relationship except for the means used to control the alien masses of such compacts. The man on the street still exclaims, **"But what can I do?"** The power brokers continue to manipulate the world stage from behind the scenes using every technology and dirty trick at their disposal to maintain their tight-fisted control over the alien masses that appear, despite much complaining, unable or unwilling to assert their authority to emerge into any other political status freely determined by a people for their own safety, liberty and pursuit of happiness. Since the reasons for this so-called state of affairs are numerous and complex, we will focus on exploring those issues most central to the subject of the **Sovereignty** of all people in this short essay.

The history of the word **Sovereign** may be traced from the past up to the present through its many forms: ***super*** (Latin: above), ***superānus*** (Old French from Vulgar Latin) and ***soverain*** (Middle English). There is some speculation that one of the English Monarchs modified ***soverain*** so that it would include the word ***reign***, resulting in its present form. Most people equate **Sovereignty** with **justice, freedom** and **liberty.** By **liberty** we mean the assurance that every man shall be protected in doing what he believes to be his duty against the influences of authority and majorities, custom and opinion. By **Justice** we mean the machinery to protect one while exercising these principals. And by **freedom** we mean the exercise of **liberty** from such machinery of **Justice** to accomplish the outcome of all three conditions of **Sovereignty** within the frame of **equality for all people.**

Ultimately the **Sovereignty** enjoyed by a peoples is determined by the price (sacrifice) that they are singularly, jointly and severally collectively willing to pay (pledge) to ensure their enjoyment of such and this itself is dependent on their education, identity, perception, responsibility, access to a free flow of unmanaged information, and the balance of power between the majority and the minority that seek to control them within the framework of the social compact which people construct for the enjoyment of Life, Liberty and the pursuit of happiness of the signatory members and their posterity of such compact. When the forces of control operate in secrecy, the effect on private liberty has always been catastrophic. Everything secret degenerates, even the administration of justice; nothing is safe that does not show how it can bear discussion and publicity, if such discussion and publicity is for the greater good of the whole appertaining to the signatories and posterity thereof. The fate of every social order based on the **Sovereignty of People** depends on the choices it makes between these opposite principles, absolute power on the one hand, and on the other, the restraints of morays and tradition within such compact that creates a society for the exercise of such **Sovereignty of People.**

It is inarguable that men are the **Creators** of the constructs of social order, so it follows that **Man** is **Sovereign** over his **Creations**. It is also inarguable that the word substitutes for social orders like **"the state,"** and so-called **"government,"** are really just convenient **abstractions** that are entirely without referent—there is no person or thing that can be ascribed to these linguistic expressions—**Man *is*** the **State,** lest we forget this. And finally, all **Social Order** has a

higher value than anarchy—it is paramount to peaceful and productive **social relations.** As long as **Men** have disputes, some forum, sanctioned by morays and tradition, will likely be formed to resolve them as the preferable alternative to **war.**

Given the assumptions of the preceding paragraph: the **Sovereignty of Man** over government, the necessities of **Social Order,** and **Resolution of Disputes,** the **Sovereignty of People.** This then reduces to the problem of how to set up a **Social Order** that will, over time, prevent this **Hierarchy of Power** from becoming **inverted,** where the arbitrary whims of the few subvert the freedoms of the many. The most certain test by which people judge whether a compact is really free is the amount of security enjoyed by all touching upon their contractual nexus appertaining to safety, liberty, and the pursuit of happiness within the social compact. The condition of whether or not minorities exist within the framework of a social compact reflects the nature of true equality of each People to one another. If the **Sovereignty** of each **People** is to be guarded by the principals of equality for all **Sovereigns,** then the concept of minorities and/or degradation of or by any of the social compact members toward one another would be a breach of the **Sovereignty** of any one **People** at the cost of the **Sovereignty** of all **People.** So, for true **Sovereignty** to exist for all **People,** the idea of a minority within any framework of a social compact where peaceful **Sovereignty** exist for all **People** would be non-existent. Where any disrespect could be or would be allowed in any Public display, **Sovereignty** is destroyed for that **People** and injury has occurred against the peace and dignity of all. This does not mean that if such a **People** cause any member of a social compact to react to the deeds of one or another which may appear to be categorized in some manner of expression which under similar conditions would be considered a breach of peace, but goes on to say that such expression has been brought to the public's attention due to the actions of another, which may or may not disrespect one **People** or all **People,** depending upon the nature of the act or expression, and whether such could be considered to deliver a message of respect or disrespect toward one or another. All actions of the **Social Compact** individually, jointly, and severally must be guided by the principals of the **Social Compact** concerning dignity for the innocent when deciding whether or not a particular action shall be allowed or curtailed for the benefit of all by measuring the social redeeming qualities of any action within the framework of the social compact for the safety, liberty, and pursuit of happiness for all **Sovereign People.**

At one point, in a private discussion with some liberal minded folks regarding **Sovereignty,** someone in attendance declared: **"We are all Sovereign. People are free to discuss any topic People like, and People come and go as all People please."** Does this sound like something that you or a friend might say? Let's see how true this might be by exploring our alleged status as **"free Men and Women** (Gentlemen and Ladies)" guaranteed by the **Bill of Rights, Declaration of Independence** and the **Constitution of the United States of America.** Objectivity will require that we examine our assumptions and understand something about the nature of the techniques and politics of control.

Let's say that you were really an evil person and that you wanted to control a group of **People,** large or small, without having to constantly fight to maintain control. How might you approach this? Logic dictates that you could accomplish such a goal by changing things incrementally in such as way that they were barely noticeable, all the while maintaining appearances to be the same, until one day everything was inverted and you had eaten out all substance. In this way, you

could carry out your plans for conquest without calling attention to yourself by building a prison without bars—**by controlling their minds.** Your evil would be manageable as long as your game plan stayed hidden, was tolerated by the majority, and the worst aspects of its abuses remained hidden from plain view. You could accomplish this by hiding your identity behind multiple levels of **corporations** and many levels of **agents,** some whispering in the ears of the employees of your **mother corporation** such as **Presidents, Supreme Court Justices, Congressmen, and Senators.** You might even make some of your **corporations** appear to be attached to your mother Federal Corporation like the **Federal Reserve,** and the **Internal Revenue Service.**

Case in point, a quiet, bloodless revolution was carried out on the soil of the so-called North America in the early **1930's.** So sophisticated in its planning, and so flawless in its execution, that over **70 years** later, the majority of so-called Americans are still unaware that it even occurred. It remains the standard for techniques in revolution (read **"Peoples Pottage"** by Garrett Garet). In fact some still honor some of its perpetrators as so-called American heroes. It was the largest theft in world history. All property, biological and physical, including our **labor** was **pledged** to the **"invading army."**

The nature of the conspiracy to defraud all people may be gleaned from studying the following comments quoted from a meeting between **Mr. Woodrow Wilson** and **Colonel Edward Mandell House,** circa **1920.** House, who some researchers speculate was the voice behind so-called **President, Mr. Woodrow Wilson,** was one of the major conspirators in the triumph of establishing the **Federal Reserve System.** His book **"Philip Dru Administrator,"** was disguised as a novel to dupe the masses. It was the blueprint for the radical socialist revolution that enslaved the military social construct known as the United States during **Mr. Woodrow Wilson's** and **Mr. Franklin Delano Roosevelt's** so-called presidencies:

> ***"Very soon, every American will be required to register their biological property*** *(human body)* ***in a national system designed to keep track of the people and that will operate under the ancient system of pledging. By such methodology, we can compel people to submit to our agenda which will affect our security as a chargeback for our fiat paper currency*** *(Federal Reserve Notes).* ***Every American will be forced to register or suffer being able to earn a living*** *(the Beast number).* ***They will be our chattel, and we will hold security interest over them forever, by operation of the law merchant*** *(lex mercatoria)* ***under the scheme of secured transactions. Americans, by unknowingly or unwittingly delivering the bills of lading*** *(birth certificate)* ***to us will be rendered bankrupt and insolvent*** *(exchanging your energy for worthless debt instruments),* ***forever to remain economic slaves through taxation, secured by their pledges*** *(your social security card).* ***They will be stripped of their rights and given a commercial value*** *(the Straw-man)* ***designed to make us a profit and they will be none the wiser, for not one man in a million could ever figure our plans and if by accident one or two should figure it out, we have in our arsenal plausible deniability. After all, this is the only logical way to fund the government, by floating liens and debt to the registrants in the form of benefits and privileges. This will inevitably reap to us huge profits beyond our wildest***

expectations and leave every American a contributor to this fraud which we will call "Social Insurance." Without realizing it, every American will insure us for any loss we may incur and in this manner every American will unknowingly be our servant, however begrudgingly. The people will become helpless and without any hope for their redemption and we will employ the high office of the President of our dummy corporation to foment this plot against America."

The above comment was actually written by 'Qui Tam,' as reality shock treatment... but **it is** what they are doing TODAY! Now with regards to your rights (or are they privileges?), ask yourself, how is it that you came to believe that you were party to the contract to any social compact to claim such rights under such contract? Were you introduced to stories about the so-called founding fathers and shown various depictions of them standing around at the signing of those contracts? Were you told how they fought for freedom for you and all your posterity?

Well, suppose that someone were to write a social contract and call it a Constitution with a group of my friends and send it to you with the claim that it is now the law of the land, that it makes you free, and that you and your family must abide by it or face censure as traitors and enemies of our created social compact of States or whatever we choose to call the various jurisdiction or forums established to carry out the intent of the parties to the compact known as a Constitution.

What would your reaction to that scrap of paper be? Does it make sense that you would be bound to that little agreement, even if you were not party to the private discussion that led to its creation, or at the least, gave your consent and signature to it?

Is it possible that people outside such social compacts which created such Constitutions are free in their safety, liberty, and pursuit of happiness, even if so-called Constitutions do not exist?

Did you know that the so-called Constitution of the United States for The United States of America was incorporated into the by-laws of the United States located in the District of Columbia when it was incorporated in **1871?** Did you know that the **13th, 14th,** and **16th Amendments,** were fraudulently enacted and that this fraud renders the entire contract invalid on its face, but is illicitly taught to be applicable to the **Sovereign People,** when, in fact, it operates only and solely over all the employees of the corporation. Do you see now why the so-called Presidents routinely legislate outside the restrictions of **their** corporate Constitution? If any part of a contract is found to be fraudulent, the entire document is dishonored.

Those who have more power are liable to sin more; no theorem in geometry is more certain than this. [We have reached a state in which everything has been inverted. The majority suspect that there is something terribly wrong with the concept or idea of the social compact of government as we are taught exists in public schools, and the application of which we are taught bears out different in everyday application as to the exercise of those teachings; but on the whole they do not really want to deal with the evil that lurks therein.] They are content to live their lives from day to day buffered by the distractions that define their existence. This is the mentality of the slave, not a **Sovereign People** who are capable of correcting, abolishing or creating a solution to their condition, not only for their benefit, but also for their posterity. The unwillingness to act is

the mentality of **People** who do not care about the world their **progeny** will inherit. This is the mentality of extreme selfishness and dedication to personal comfort above all else. This does not go unnoticed by the **controllers** who view this as a **sign of acceptance** that they can ratchet the vice a few more turns.

There is no **Sovereignty** where **People** have fallen prey to the **Mind Control** agendas of the **Men** who **Rule** from the shadows. There is no **Sovereignty** for **People** who will not **bargain** for their rights. There is no **Sovereignty** for **People** who lack the courage to face evil and stare it down. To think that you have **Sovereignty** while nurturing these things is to live a **fantasy**. Before you can be **free,** it is imperative that you come to understand how you are currently being controlled.

When **King Louis the XIV** of the social compact known as the **Kingdom of France** was asked where he got the power to assert his authority he declared, **"I am the State." King Louis the XIV** knew a secret that the majority of the **Sovereign People** who wish or think that they are free haven't yet discovered—that **Sovereignty** must be asserted. There is no fence sitting when it comes to **Sovereignty.** If you are not willing to self-govern in a form acceptable to the **International Public Order** by creating a **social compact** for your safety, liberty, and pursuit of happiness, and the benefit of your posterity, you surely will be claimed by those who will. You only have the rights that you have bargained for contractually. If you were not a party to a **social compact contract** by **signature,** you only have the privileges that those who did bargain are willing to extend to you. There are no imaginary jurisdictions on this planet and you are not party to any of the contracts that you learned about in their history lessons. If you are laboring under the common misperception that you are party to a contract that you never signed or bargained for, such as the so-called Constitution, the Declaration of Independence, or the Bill of Rights, **you have been deceived.** But then, without this assumption, their control in the matrix over you would begin to unravel. And if you believe that you are a "beneficiary," via the Trust your so-called 'Fore-fathers' created, then as such you are accepting the benefits of the Federal Corporation and are subject to **their** rules, statutes… it's a no-win situation!

ON THE SUBJECT OF SOVEREIGNTY

Since **1933,** you and all other walks of life, including so-called Americans, have been pledged for the debt of the social compact or constructs (known as the UNITED STATES) to which People have been deluded into believing that they owe some allegiance to such, by and through which debt is alleged to be owed to **International Bankers,** most of whom are foreign to our condition or implied as so, by and through the education which we received within the constructs of control. Your **credit, labor, productivity** and **property** have been used, and are now being used, as collateral by the Incorporated **UNITED STATES OF AMERICA** without your **knowledge** or **consent.** This is legal **until** you take back your **implied consent** by a **special, lawful process.**

In fact, you are unknowingly volunteering to be **chattel** for a **mortgage** held by **financiers from the founding of this nation.** Perhaps you infer that the name on the **tax statement** is yours and so you respond as though it were. This is **voluntary servitude.** To make this servitude legal it was necessary to **"cut a hole in the fence."** No matter that the escape route is hidden, obscured by legal brambles that make escape difficult. **That it is not used presumes consent.** It is not impossible, just seemingly difficult and even implausible.

Your **State-Of-Fact** as a **subject** is based upon a **presumption** that if you did not wish to be so encumbered you would use whatever **law** to do something about it. As long as you do not use the **escape route** provided by such **law** that may be available, it is presumed that you are content to **"remain in the pasture and be milked and used as chattel."** This word has the same root as the word, **"cattle."** Do you get the picture?

Can such a premise be true? It seems totally out of step with everything you and I have ever known about our so-called world, our so-called nation, our so-called government and our so-called relationship to it! Our parents never behaved as though they we were **chattel.** They dutifully paid their so-called taxes, voted in so-called elections, and waved a so-called American flag on the 4th of July. Our so-called teachers taught us about our history, our alleged so-called **Declaration of Independence** and so-called **Constitution,** our so-called **Revolutionary War,** how we fought the greatest army and navy the world had ever seen at the time. Nowhere in our so-called history classes did we encounter any such premise of **subjection** to a so-called **central government** that **Rules** our very lives in every manner. Our so-called civics teacher never told us anything about this. Nothing in our so-called world even hinted that we were **subjects** to a highly **centralized government.** Surely this could not be true of other peoples, and surely we would not subject ourselves! For most people this cannot be. The truth cannot be heard because it is too discordant with peoples' entire experience.

And yet we can document that **Mr. George Washington** did not chop down a cherry tree, **Mr. Abraham Lincoln** did not free the slaves **(they became subjects of the Federal District, the District of Columbia),** the **War with Mexico** was begun by a **General, Mr. Zachary Taylor's** provocations along the **Nueces River,** the **battleship Maine** blew up from the inside, **Mr. Woodrow Wilson** knew that the ship known as the **Lusitania** was carrying United States

munitions to the war in Europe and would be sunk, **Mr. Franklin Delano Roosevelt** had maneuvered the **Japanese** by an on-going **Oil Embargo** around **Japan** a year earlier which lead to the **Japanese** attack on **Pearl Harbor** (and to guarantee success) and had cut fuel shipments to the **Pacific Fleet** to ensure the presence of enough old ships to offer a tempting target, **Mr. Harry Truman** knew that there were other good alternatives to an invasion of **Japan** and did not need to drop the **Atomic Bomb** on **Hiroshima** and **Nagasaki, Mr. Franklin Delano Roosevelt** knew about the **NAZI** concentration camps, **Mr. Lyndon B. Johnson** knew that there was no attack on the ships, the **Maddox** and **Turner Joy,** in the **Gulf of Tonkin** when he asked for a **Congressional Resolution** to attack **North Vietnam,** and the so-called Military Social Government Construct known as the United States had been warned by numerous documented sources that there would be an attack on the **World Trade Center** in New York and the Military Compound known as the **Pentagon.** All of this is from documented, historical sources. Yet we continue to believe the myths that are in their histories, their movies, their mainstream media and their mass consciousness. **Mr. John Fitzgerald Kennedy** warned us that:

"The great enemy of the Truth is very often not the lie - deliberate, contrived, and dishonest - but the myth - persistent, persuasive and realistic."

You will probably find it hard to accept that you have been living in an **illusion** for your whole life. Much of what you believe is an **illusion** and you will only find your **freedom** when you can allow yourself to look behind the **veils of illusion** to see **Reality. WHO** you are is far greater than **"what"** you perceive yourself to be. When you have the **courage** to stand **face-to-face** with the **illusion** and call it what it is, you will have stepped through the most difficult task set before you on your **Earth Journey.** There **IS** a way out! But the only way out is through—through understanding how we came to this predicament and by following a precise formula to obtain your **Sovereignty** from the **illusion.** We have been warned repeatedly throughout their history, but we weren't listening very closely. Now, we might have one more chance to take back our power and our **Sovereignty** from those who seek to control, through the creative rewriting of history, all **People** (as subjects). We're in this predicament because we have failed to accept liability of self-government in support of the **International Public Order** by emerging into a political status that allows us to freely determine our own futures that are established not only for ourselves but for our posterity.

All our life we've looked for the roots of war, injustice and oppression because, if we can find the basis of the rampant injustice in the world, we could relieve enormous struggle and suffering. We've wondered at how little the so-called Constitution seemed to affect the courts and how often the truth was buried in silence. Mostly we saw greed and heartlessness in a power struggle played out in politics. But we didn't realize that the game had been played in secret throughout **their** American history. And ultimately, it is a game of monetary policy and politics....with a spiritual component. Plus, the true hidden knowledge that the documentary evidence and principal application as to how rights and privileges or immunities are established or enforced, are never revealed to the **People** by and through the systems of educational institutions, not for their benefit, but for the sole and express benefit to keep control of all **People** through such centers of education from **Womb to Tomb**.

Like you, we've watched and participated in this so-called historical illusionary scene for many years, whether you call it American or such other name wherever such constructs exists. Many have written letters to the so-called editor, congressmen, senators, and presidents to try to get the so-called government to answer questions about the origin of authority to rape pillage, plunder and outright murder the People throughout this country. We had been educated to believe we had a right to question authority for, if we did not, we would end up with despotic tyranny. Well, after all this, the question remains, **NOW WHAT DO I DO?**

A Peak into the Mind of a Tory

In **1999,** the **Supreme Court of the United States** overturned the **Florida State Supreme Court's** decision to proceed with a recount of the contested ballots and the **Eleventh District Court's** decision to uphold the decision of the Florida court. In **Orwellian** doublespeak, the **Chief Justice, Mr. Antonin Scalia** wrote on **Saturday, December 9, 1999:**

> **"The counting of the votes that are of questionable legality does, in my view, threaten irreparable harm to [Bush], and to the country, by casting a cloud upon which he claims to be the legitimacy of his election. Count first, and rule upon legality afterwards, is not a recipe for producing election results that have the public acceptance democratic stability requires."**

It was a **brazen** and **Orwellian** declaration. What so-called American who attempts to continue to believe in a democracy could claim that something was wrong with counting votes **"first?"** What so-called American who attempts to continue to believe in a democracy could declare one candidate the winner and protect him from **"irreparable harm"** if a vote count showed him not to be the winner, after all? Of course, it doesn't make any sense, unless you realize the foundation upon which **Mr. Antonin Scalia** based his transparently partisan remarks. He doesn't believe in **democracy,** he doesn't even believe in **republicanism,** he is a **monarchist,** who is only enforcing, shall we say, **Martial Law,** where he decides the outcome of the assumed political vote of the **People** via **Orders** of the **Commander-In-Chief.**

Mr. Antonin Scalia revealed his true motivations when he spoke on the subject of capital punishment at the **University of Chicago (February 2002).** During his remarks, he stated: **"The reaction of people of faith to this tendency of democracy to obscure the divine authority behind government should not be resigned to it, but the resolution to combat it as effectively as possible."**

Democracy obscuring divine authority behind government? Perhaps this helps shed some light on why **Mr. Antonin Scalia** and the four other right-wing **"Justices,"** or so-called left-wing **"Justices,"** watch it happen without raising a public outcry that could so easily subvert what we have been taught as being our election process and, through an act of **divine (Justice) intervention,** usher the **Son** onto the **throne** lost some eight years earlier by his father, **George I.** We are assuming that we are still **Independent Sovereigns** and so-called freemen as declared by **their** (our assumed) **Declaration of Independence** and that their Constitution is still in effect. **Mr. Antonin Scalia** has no such illusion. History supports his position, sorry to say.

Mr. Antonin Scalia is an ideologue so accustomed to our acceptance and willingness to continue to be subjects of their beliefs, which were given to us to control us, that he does not even consider the ideal of a government of, by, and for the people because he truly knows it never existed for anyone other than those who were signatory to the creation of the social compact for their benefit and that of their posterity and the present condition of the so-called **Military Social Government Construct** known as the United States. But the ideal that such creation of the **social compact** contractually applied to all walks of life has remained as useful

fiction to be taught in **Civics Classes** and mouthed by the politicians. **HE KNOWS** that we have been reduced by such educational tools of the controllers of public education to being mere **chattel** by **presumption** and **general acquiescence.** Since we have not even discovered that our status as Sovereigns has been lost through more than two hundred years of their history, much less withdrawn our **implied consent** to be subjects of their history, we are presumed to be subjects before their so-called courts and in the minds of people like **Mr. Antonin Scalia.**

Mr. Antonin Scalia speaks of civil disobedience with contempt and quotes the Bible, **"Ye must needs be subject."** We must, as mere servants of the ruling class, acquiesce to their divinely guided leaders. For who are we, as mere subjects, to question those who make **(or interpret)** the laws? After all, he says that **"Government carries the sword as 'the minister of God,'** to **'execute wrath' upon the evildoer."** No, he has not reverted to a justice of another time—**WE** have by our ignorance and silence, acquiesced to a lower status reminiscent of another time by accepting their history as ours and allowing their tools of public education to continue to foist upon us, and our posterity, delusionary concepts which reduces not only ourselves but our children to utter slavery.

There you have it! In his eyes, we are subjects unworthy of **honor**, **peace** and **justice**. Somehow **Mr. Antonin Scalia's** statements seem like a long way from the **Declaration of Independence** in which so-called Americans were taught that they stood before the world as **Sovereigns** invested with certain **Unalienable Birthrights,** including the right to life, liberty and the pursuit of happiness. After the so-called American Revolution, the **Monarchies** of Europe saw Democracy as an unnatural, ungodly, ideological threat, every bit as radical and dangerous as Communism was regarded by Western nations upon its inception. Just as the 1917 Communist Revolution in Russia spawned other revolutions around the world, the so-called American Revolution provided an example and incentive for people all over the world to overthrow their European **Monarchies** or other such forms of government which were oppressive. What has happened? When did we give up our natural, **Creator-Given** rights?

The **Declaration of Independence** recognized that all **People** are **Sovereign** under **Natural Law of the Supreme Creator's Pillars of Universal Law. Sovereign People** of the various **E'States,** created the **social compact State** governments for the protection of **their** rights and that of their posterity. They delegated certain authority from their assumed powers of the Earth to which the Laws of Nature and Nature's Creator entitle them by and through the contractual state Constitutions in order that the three branches of their government could presumably carry out the dictates outlined in their agency compact party **State** Constitutions to protect their rights and that of their future posterity.

The agency **States** then created the social compact **Union of States** known as **"The United States of America."**

The so-called Constitution **of** the United States **for** The United States of America created a new structure of a compact party agency government that was established on a much more divided plan of agency government than either the parliamentary system or the confederation of The United States of America. It was a **"Constitutional republic,"** simply put because the compact party States had reserved to themselves the express right of appointing among their separate

legislatures, Senators to serve in the interests of the States within the Senate of the United States and a certain amount was delegated to the federal government. The United States, by way of the **United States in Congress Assembled,** has certain powers delegated by the **Constitution of the United States.** So far as the several States of the Union are party to the Constitution are concerned, the United States in Congress Assembled may not exercise power not delegated by the Constitution. All power not delegated to the United States by the Constitution is reserved to the several States within their respective territorial borders—or, to the People who created the social compact known as **"We the People of united States"** who created a more Perfect Union for **themselves** and **their** posterity **for** The united States of America.

Notes:

Certified Mail Receipt No. _____

MEMORANDUM OF LAW

WITH POINTS AND AUTHORITIES

ON 'SOVEREIGNTY' OF THE people

In Relation to 'Government' of the several Compact De-facto States and the Federal Government.

To _____:
Address;

To Whom These Presents Shall Come; Greetings; Take Notice, THAT:

It is a well understood fact of American history that the most dynamic document that set the course of America is the Declaration of Independence. It was/is the document that disclosed the tyranny of English government, it expressed the 'elements' of the 'Rights of Men' within any society, and that *"all Men are created equal."* The Declaration of Independence stipulated the chain of Authority within 'governments,' and of the obvious fact that the people 'created' government. That it was the 'people' who *instituted* government and in so doing, the people *"secured these rights,"* and that government (at every level) *derives* their *"just powers from the consent of the governed."*

It also a well established fact that the people did not give up all of their 'power' to government(s). The Declaration of Independence created the sovereignty in the people, not in government. Therefore the people are above the creature(s) they created (government) and that those who work for/in government(s) are 'Public Servants' and have placed themselves in a subservient position, to serve the people within their function/office/position via their 'Oath of Office.'

In regards to the principles established in The Declaration of Independence and the subsequent 'Constitutions' written and created after it, and of the true sovereignty, a written Constitution is not only the direct and basic expression of the sovereign will, it is also the absolute rule of action and decision for all departments and offices of government with respect to all matters covered by it and preceding after it, and it must control as it is written until it is changed by the authority which established it. (the people!) For reference see; State ex rel. Crenshaw v. Joseph, 175 Ala. 579, 57 So. 942; Schmitt v. F.W. Cook Brewing Co., 187 MD. 623, 120 N.E. 19, 3 A.L.R. 270; Collins v. Martin, 209 Pa. 388, 139 A 122, 55 A.L.R. 311; Travelers' Insurance Co. v. Marshall, 124 Tex. *45,* 76 S.W. 2d 1007, 96 AIR. 802; State ex rd. Lemon v. Langlie, 45 Wash. 2d 82, 273 P.2d 464;

...and TAKE NOTICE of the following cases and points:

1. "For when the Revolution took place the people of each State became themselves sovereign" Martin et al v, The Lessee of Waddell, (1342) 41 U.S. (16 Pet) 367, 410, 10 L.Ed 997, 1013.)

2. "The (state) Constitution is the supreme law, written by the supreme power of the state, the people themselves." Re Gorham-Fayette Local School Dist., 20 Ohio Misc. 222, 49 Ohio Ops. 2d 143, 250 N.E. 2d 104; State ex rel. Weinberger v. Miller, 87 Ohio St. 12, 99 NE. 1078.

3. "The Constitution is the voice of the people speaking in their sovereign capacity, and it must be heeded; when the Constitution speaks with reference to a particular matter, it must be given effect as the paramount law of the land." People v. Parks, *58* cal. 624.

4. "Sovereignty itself is, of course, not subject to law, for its is the author and source of law; but in our system, while sovereign powers are delegated to the agencies of government, sovereignty itself remains with the people, by whom and for whom all government exists and *acts.* And the law is the definition and limitation of power." Yick Wo v. Hopkins, 118 US 356.

5. "Under our system the people, who were there (in England) called subjects are here the Sovereign ... their rights, whether collective or individual, are not bound to give way to a sentiment of loyalty to the person of a monarch. The citizen here (in America) knows no person, however in years to those in power, or however powerful himself to whom he need yield the rights which the law secures to him..." United States vs. Lee,106 U.S. 196 at 208.

6. "Here (in America) sovereignty rests with the people. "Chisolm Ex'r. vs. Georgia 1 L.ed (2 Dall) 415,472.

7. "It is true that at (English) common-law the duty of the Attorney General was to represent the King, he being the embodiment of the state. But under the democratic form of government now prevailing the people [are] King, so the Attorney General's duties are to that Sovereign rather than to the machinery of government." Hancock vs Carry Alcorn Mining Co. Inc., Ky. ,503 S. W. 2 d 710, Kentucky Constitution section 4, Commonwealth Ex Rel. Hancock vs Paxton Kentucky. ,516 S. W. 2 d page 867(2) clause 3.

8. "Local laws or ordinances enacted by a city must be consistent with the state Constitution." Bell *v.* Vaughn, 155 Fla. 551, 21 So. 2d 31, Evans v. Berry, 262 N.Y. 61, 186 N.E. 203, 89 A.L.R. 387.

9. "It is the duty of all officials, whether legislative, judicial, executive, administrative, or ministerial, to so perform every official act *as* not to violate Constitutional provisions." Montgomery v. State, 55 Fla. 97, 45 So. 879.

10. "The provisions of the Constitution must be given effect even if in doing so a statute is held to be inoperative." State ex rel. West v. Butler, 70 Fla. 102, 69 So. 771.

11. "The Constitution was made not to act upon the legislative department alone, but upon every department of the government." Way v. Hillier, 16 Ohio lO5.

12. "Courts should not tolerate or condone disregard of law and arbitrary usurpation of power on the part of any officer." [AND NEITHER SHOULD THE PEOPLE!] Ex parte Owen, 10 OkIa Crim Rep 284, 136, P 197, Ann Cas 1916A 522.

13. "The officers of the law, in the execution of process, are obliged to know the requirements of the law, and if they mistake them, whether through ignorance or design, and anyone is harmed by their error, THEY MUST RESPOND IN DAMAGES." Rosters v. Marshall, (United States use of Rogers v. Conklin) I Wall, (US) 644, 17 L.Ed 714. (emphasis added)

14. "It is a general rule that an officer- executive, administrative, quasi-judicial, ministerial, or otherwise - who acts outside the scope of his jurisdiction and without authorization of law may thereby render him amenable to personal liability..." Cooper v. O'Connor, 69 App DC 100, 99 F 2d 135, 118 ALR 1440; *Chamberlain* v. Clayton, 56 Iowa 331, 9 NW 237, 41 Am Rep 101.

15. "If a public officer authorizes the doing of an act not within the scope of his authority, he will be held liable." Bailey v. New York, 3 Hill (NY) 531, 38 Am Dec 669, affirmed in 2 Denio 433.

16. "[I]n our country the people are sovereign.....and the government cannot sever its relationship to the people....". Afroyim, 387 U.S. at 257, 87 S.Ct. at 1662.

17. "In common usage, the term "person" does not include the sovereign, and statutes employing it will ordinarily not be construed to do so." U.S. v. United Mine Workers, 330 US 258 (1947), 91 L.Ed 884, 67 S.Ct. 677.

18. "Since in common usage, the term person does not include a Sovereign, statutes not implying the phrases are ordinarily construed to exclude it." 1 U.S.C.S. 1, n 12, United States vs. Fox , 94 U.S. 315.

19. "Where rights secured by the Constitution are involved, there can be no rulemaking of legislation which would abrogate them." Miranda v. Arizona.

20. "... the Congress cannot revoke the Sovereign Power of the People." Perry v. United States, 294 US 330, 353 (1935).

21. "There is no such thing as a power of inherent sovereignty in the government of the United States. In this country sovereignty resides in the people, and Congress can exercise no power which they have not, by their Constitution entrusted to it: All else is withheld". Julliard vs. Greenman, 110 U.S. 421

22. "All that government does and provides legitimately is in pursuit of its duty to provide protection for private rights (Wynhammer v. People, 13 NY 378), which duty is a debt owed to its creator, WE THE PEOPLE and the private disenfranchised individual; which debt and duty is never extinguished nor discharged, and is perpetual. No matter what the government/state provides for us in manner of convenience and safety, the disenfranchised individual owes nothing to the government." Hale v. Henkel, 201 U.S. 43 at 74.

23. "Under our form of government, the Legislature is not supreme. It is only one of the organs of that

absolute sovereignty which resides in the whole body of the people; like other bodies of the government, it can only exercise such powers as has been delegated to it, and when it steps beyond that boundary, its acts... are utterly void." Billings vs. Hall, 7 CA 1 (Court of Appeals, U.S.).

24. "We the people have discharged any debt which may be said to exist or be owed to the state or government. The governments are, however, indebted continually to the people, because the people (the sovereigns) created the *government corporation* and because we suffer its continued existence. The continued debt owed to the people is discharged only as it continues not to violate our private rights, and when government falls in its duty to provide protection - discharge its debt to the people, it is an abandonment (an INJURY) of any and all power, authority or vestige of 'sovereignty' which it possessed, and the laws remain the same, the sovereignty reverting to the people whence it Came." Down v. Bidwell, 182 U.S. 277.

25. "The individual may stand upon his Constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the state or to his neighbors to divulge his business or to open his doors to investigation... He owes no duty to the state since he receives nothing there from, beyond the protection of his life and property. His rights are such as existed by the law of the Land, long antecedent to the organization of the state, and can only be taken from him by due process of the law and in accordance with the Constitution. He owes nothing to the public as long as he does not trespass upon their rights." Supreme Court, Hale vs Henkle, 201 U.S. 43 at 74.

26. "The people, or the Sovereign are not bound by general words in statutes, restrictive of prerogative right, title or interest, unless expressly named. Acts of limitation do not bind at the King nor the people. The people have been ceded all the rights of the king, the former Sovereign... It is a maxim of the common law that when an act of parliament is made for the public good, the advancement of religion and Justice, and to prevent injury and wrong, the king shall be bound by such an act, though not named; but when a statute is General, and any prerogative rights, title or interest would be divested or taken from the king (or the people) in such case he shall not be bound." The People vs. Herkimer, 15 American Decisions 379, 4 Cowen (NY 345, 348 (1825).

27. The Supreme Court in the case of Wills vs Michigan State Police, 105 L. Ed. 2d 45 (1989) made it perfectly clear that the Sovereign cannot be named in any statute as merely a "person", or "any person." [Affiant am a member of the "sovereignty" as defined in Yick Wo vs. Hopkins, 118 U. S. 356 and The Dred Scott case, 60 U.S. 393.]

28. "Sovereignty itself is, of course, not subject to law for it is the author and source of law." Yick Wo vs Hopkins and Woo Lee vs. Hopkins, 118 U.S. 356

29. "The law subscribes to the king (in America, the people) the attribute of sovereignty; he is sovereign and independent within his own Dominion; and owes no kind of subjection to any other potentate upon earth. Hence, it is, that no suit or action can be brought against the king, even in civil matters, because no court can have jurisdiction over him;
for all jurisdiction implies supremacy of power." Chisholm vs. Georgia, 2 Dall. 419,458.

30. "People of a State are entitled to all rights which formerly belonged to the king by his

prerogative." Lansing vs Smith, 4 Wend. 9, 20 (1829).

31. "In Europe, the executive is synonymous with the Sovereign power of the state... where it is too commonly acquired by force or fraud, or both... In America, however, the case is widely different. Our government is founded upon compact. Sovereignty was, and is, in the people." Glass vs The Sloop Betsy, 3 Dall 6 (Dallas, U.S. Supreme Court Reporter).

32. "In the United States the people are sovereign and the government cannot sever its relationship to the people by taking away their citizenship." Afroyim vs Rusk, 387 U.S. 253 (1967).

NOTE: The following definition of sovereignty is from Bouvier's 14th edition Law Dictionary (quoting from 4 Wheat, 402):

"It has been justly thought a matter of importance to determine from what source the United States derives its authority... the question here proposed is whether our bond of union is a compact entered into by the states, or whether the Constitution is an organic law established by the People. To this we answer: We The People ... ordain and establish this Constitution" ... the government of the state had only delegated power (from the People) and even if they had an inclination, they had no authority to transfer the authority of the Sovereign People. The people in their capacity as Sovereigns made and adopted the Constitution; and it binds the state governments without the state's consent. The United States, as a whole, therefore, emanates from the People and not from the states, and the Constitution and laws of the states, whether made before or since the adoption of that Constitution of the United States, are subordinate to the United States Constitution and the laws made in pursuance of it.

The people are the Fountain of sovereignty. The whole was originally with them as their own. The state governments are but trustees acting under a derived authority, and had no power to delegate what is not delegated to them. But the people, as the original Fountain, might take away what they have lent and in trust to whom they please. They have the whole title, and as absolute proprietors, have the right of using or abusing. – jus utendi et abutendi. It is a maxim consecrated in public law as well as common sense and the necessity of the case that a Sovereign is answerable for his acts only to his God and his own conscience ... There is no authority above a Sovereign to which an appeal can be made." 4 Wheat, 402 (Bouvier's 14th Edition Law Dictionary: "Sovereignty").

33. "The Congress cannot revoke the Sovereign power of the people to override their will as thus declared." Perry vs. United States, (I935), 294 US 330, 353.

Note: The above points and authorities are not exhaustive and additions can be added at any time.

"A SOVEREIGN IS ANSWERABLE ONLY TO GOD AND CONSCIENCE"

CAVEAT

That, _____, upon receipt of this Memorandum of Law on Sovereignty of the people with Points and Authorities (via Certified Mail #_____)- Notice and Demand, is made upon you to review and respond

to the above memorandum and each 'point' and 'authorities' as enumerated above and documented upon the public record, by Certified, U.S. Mail to the 'sovereign' as addressed below or to the Notary's address as indicated below, within 15 days upon receipt of this Memorandum, allowing up to three days grace for return mail delivery.

Failure to do so, by as either a 'Public Servant' who by 'Oath of Office' or duty as an 'Officer,' 'agent', or 'employee' of a government created corporation, municipality, etc., and/or by and through your 'Position,' 'office', or "**superior knowledge of the law**," will place you in default, and the presumption will be taken upon the private and public record that you and your office fully agrees to the 'points and authorities' contained within this Memorandum and that the 'points and authorities' are ***true, correct and certain.*** (F.R.C.P. 8d)...and that one of the '***We the people***' as named below and his/her seal/signature is sovereign within the collective capacity of said WE THE PEOPLE and possesses true sovereign power.

Notice to Principal is Notice to agent and Notice to agent is Notice to Principal.

Dated this _____day of _____, 200_____

Respectfully:

_____

....., Secure Party, Sui Juris,
one of the sovereign people, a private man on the land,
non-combatant, an American by birth, a child of the
Living God, Grantor, Secured Party/Creditor and
Principal of which 'Rights' existed long antecedent to
the organization of the State and Trustee.

"For all Communiqués Elsewhere'

_____
_____
_____
_____

Mail Response to Notary at:

_____

_____

_____

NOTE: You are part of the sovereign authority, in a collective capacity. You can become 'Head-of-State' in your individual capacity and step into the position of one of the sovereigns and your role of responsibility as intended from time past. As stated in Scripture, we are the kings and priests of Israel (man ruling with God). It is your history and destiny to assume that power of sovereignty. For more information, send a request for the INTERNATIONAL SOVEREIGNS ASSOCIATION's Information packet... see page 246!

SECTION IV

UNDERSTANDING THE STRAW-MAN/DEBTOR

What is a Straw-man?

The Straw-man, as defined in Black's Law Dictionary, 6th Edition, is: "A "front"; a third party who is put up in name only to take part in a transaction. Nominal party to a transaction; one who acts as an agent for another for the purpose of taking title to real property and executing whatever documents and instruments the principal may direct respecting the property. Person who purchases property for another to conceal identity of real purchaser, or to accomplish some purpose otherwise not allowed." [Emphasis added]

There's no telling when the deception really started, aside from 1933, but one of the first major events was the incorporation of the United States in 1871, with the final act occurring in 1878. It appears from the Statutes at Large that this was only the incorporation of the District of Columbia, but in the final act the phrase "District of Columbia or United States" is used making the phrases interchangeable and allowing the United States to operate as a corporation.

The so-called government is not the government created by the Constitution, it is a Corporation operating in COMMERCE for a PROFIT. Every transaction is now considered by the United States, INC. to be a commercial transaction by fictional entities (fictions at law) operated by **their** agents, employees and all representatives and officers of **their** corporation.

What is a Fiction at Law?

A fiction at law, or a legal fiction, is an artificially created entity that is only contemplated in law. In other words, it is not real except in the eyes of the law written by men. Legal fictions are the opposite of natural entities, such as people. A created legal fiction is endowed by the law to have some privileges that resemble the rights that people have, such as the right to hold property and to sue and be sued. The most common legal fictions are corporations and trusts. These have been around for quite some time with their main purpose being to limit the liability of the people holding the corporation or trust, allowing them to NOT be personally responsible for their actions. As to corporations, they can do one thing that you cannot, they can live forever! Legal Fictions are not compatible with the Common Law, which is the law our land was founded upon. In common law, everyone is responsible for his own actions and is held accountable and responsible for any wrongdoing (harming another in any way)

What does this have to do with me?

In 1933, the governors of all the states met to discuss the "emergency" declared by FDR and to support the new process that was being established. The "government" was in bankruptcy and had to be funded in its state of bankruptcy. The governors made a "pledge" to the United States, INC. to fund it. The pledge was that the assets and the energy of the people (YOU) would back the "government" and secure the debt. But there was one little problem, natural living people cannot mix with legal fictions (corporations) so it was necessary to create a "bridge" between the fictions and the people to bring the people under control and make them subservient to the

"government" corporation via their pledge. When the governors made the pledge, **they** agreed to register the birth certificates of the people with the U.S. Department of Commerce. The birth certificate is the security instrument (collateral) used to back up the pledge. The legal fiction was created by using the name on the birth certificate and writing it in all capital letters, the designation for a legal fiction. Then, because of the "pledge" YOU were determined to be the surety for the legal fiction. Surety means: The one who is responsible to pay. So, when the government or any corporation uses any process whatsoever, they are using it against the legal fiction, which they want YOU to think IS YOU. But when your name is written in all capital letters, IT IS NOT YOUR NAME! It is the designation of a legal fiction that is an entirely separate entity. A living flesh and blood man cannot be a legal fiction, and a legal fiction cannot be a living flesh and blood man. One is real or natural, the other is created by "law" and is a 'fiction!' Whenever a government agency (such as a court) determines liability, it is a liability directed to or laid upon the legal fiction or the 'Straw-man' since everything is done in commerce with fictions/corporate entities. You are presumed, as evidenced by the pledge of your governor, to be the surety for the Straw-man and you must pay the fine, fee, tax, debt or other liability. REMEMBER: Every transaction is presumed by the "government" to be a transaction in commerce by a legal fiction.

What's the Answer?

The only way out of this is to overcome the presumption that you are the surety for the Straw-man (legal fiction). That's why the "Redemption Process" is the ONLY way to defeat this presumption by using the Uniform Commercial Code, via Public Notice, which is the CODE that the fictional commercial world operates under.

The first step is to "Capture the Straw-man" is to establish a security agreement between you and the Straw-man and then file a UCC-1 financing statement to secure a claim via a 'superior security interest' against the all capitalized legal fiction/Straw-man, the property and the collateral. Said security interest or 'registration' of title/control is placed upon the Birth Certificate, Social Security Account, Drivers License, etc., by and through 'acceptance for value.' Included in the process is the creation of a power of attorney, copyright notice, and hold-harmless indemnity agreement.

The UCC-1 financing statement (security interest... and a lien) and the filing of the existence of these documents will REDEEM you and your Debtor/Straw-man from the commercial system and establish documented evidence to overcome the presumption that you are the surety for the Straw-man. When all has been 'accepted for value,' including the birth certificate, YOU become the Holder in Due Course of all the documents, collateral and the property and are now in commercial control of the property, the collateral and the Debtor.

There is a 'Charge Back Process' that goes back to the United States Treasury to charge–up what is called your "UCC CONTRACT TRUST ACCOUNT," identified by your/the Debtor/Straw-man's "Social Security Number" (See the two investigative articles on the Treasury & IRS via the Redemption Companion – Books & materials List in the Appendix). The Charge Back charges up the account for future discharge of debt.

Addressing the Straw-man Matter

Who and What is the Straw-man – JOHN DOE or John Doe?

At 15 U.S.C. § 1127, the definitions include "commercial name," "trade name," "juristic name," etc. In this section, you find that a government officer or employee functions in a commercial capacity. After considerable research, I am convinced that the Straw-man, i.e., JOHN DOE, is employed in order to create the presumption that whoever is named is a government officer employee. — Dan Meador

NOTE: Now go to the IRC section 6331, "Levy may be made upon the accrued salary or wages of any officer, **employee**, or elected official, of the United States, the District of Columbia, or any agency or **instrumentality** of the United States or the District of Columbia." Question, is the Straw-man the mere 'artificial/ commercial/entity/employee/instrument' by which the 'parent corporation' (US Federal Gov't.) directs and extracts all fines, fees, and taxes from? The Straw-man being the *transmitting utility* within the commercial scheme/venue/world is that entity! Then would it not be too far-fetched to understand that since the 'government' cannot produce the federal law or statute that specifically proves that a flesh and blood man or woman is subject and liable to the tax that they are not! ("They" not being federal employees!) And being that the tax is only applied to your Straw-man, and you now being in control of the Straw-man, and in the 'secured party/creditor' status that you now have the standing to 'discharge' the tax, due to the fact that all 'your' property is now exempt from (the tax) levy! Does this not make more sense now that you understand who and what the Straw-man is?

Debtor – the Unincorporated Corporation:

Definition re: "Ens legis:"

A creature of the law; an artificial being, as contrasted with a natural person. Applied to corporations, considered as deriving their existence entirely from the law. Black's Law 4th Edition, page 624:

Definition re: "Transmitting Utility"

(80) "Transmitting utility" means a person primarily engaged in the business of:

(A) operating a railroad, subway, street railway, or trolley bus;

(B) transmitting electric or electronic communications;

(C) transmitting goods by pipeline or sewer; or

(D) transmitting or producing and transmitting electricity, steam, gas, or water.

Note: person means a corporate entity, a fiction! Something other than the human being!

Since you will become the Secured Party Creditor and sovereign, you can define the term as well. As applied to your Debtor/Straw-man, being 'transmitting utility' in commerce, your Debtor/Straw-man is actually a '*commercial transmitting utility!*' It, your 'Debtor' is the utility that all commercial transactions (charges) pass through and it is your duty and responsibility to accept for value and discharge all charges, claims, fines, debts, taxes, etc.!

WHY THE UCC FILING?

Around the time of the war between the United States and the southern states of the American union, the United States was busy putting together **their** plan that would increase the jurisdiction of the United States. This plan was necessary because the United States was in debt, had few subjects and only the land ceded to it from the states, i.e., the 'District of Columbia' which was only ten miles square (+/-) and such other as necessary was only for forts, magazines, arsenals, etc.

Between the 1860's and the early 1900's, banking and taxing mechanisms were changing through legislation. Cunning people closely associated with the powers in England had great influence on the legislation being passed in the United States. Of course such legislation did not apply to the states or to the people in the states, but making the distinction was not deemed to be a necessary duty of the legislators. It was the responsibility of the people to understand their relationship to the United States and to the laws that were being passed by the legislature. This distinction between the United States and the states was taught in the homes and the schools and churches. The early admiralty courts did not interpret legislation as broadly at that time because the people knew when the courts were overstepping their jurisdiction. The people were in control because they knew who they were and where they were standing in relation to the United States Corporation.

In 1913, the United States added numerous private laws to its books that facilitated the increase of subjects (the newly so-called freed slaves from the Civil War) as property of the United States. The 14th Amendment provided for a new class of citizens – United States citizens that had not formerly been recognized. Until the 14th Amendment in 1868, there were no persons born or naturalized in the United States. They had all been born or naturalized in one of the several states. United States citizenship was a result of state citizenship. After the Civil War, a new class was recognized, and was the beginning of the democracy first positioned in the District of Columbia. The American people in the republic to be found in the several States, could choose to benefit as one of these new United States citizens BY CHOICE. The new class of citizens was given the *privilege* to vote in the democracy in 1870 by the 15th Amendment. These new citizen subjects were required to apply for marriage, register to vote, register births, deaths, etc. All it required was an *application*. Benefits came with this new citizenship, but with the benefits, came duties and responsibilities *and liabilities* that were totally regulated by the legislature for the District of Columbia. Edward Mandell House is attributed with giving a very detailed outline of the plans to be implemented to enslave the American people.

(1) The 13th Amendment in 1865 opened the way for the people to volunteer into slavery to accept the benefits offered by the United States. Whether House actually spoke the words or not is really irrelevant because the scenario detailed in the statement attributed to him has clearly been implemented. Central banking for the United States was legislated with the Federal Reserve Act in 1913. The ability to decrease the currency in circulation through taxation was legislated with the 16th Amendment in 1913. Support for the presumption that the American people had volunteered to participate in the United States democracy was legislated with the 17th

Amendment in 1913. The path was provided for the control of the courts by the British Crown, with the creation of the American Bar Association in 1913.

In 1917, the United States legislature passed the Trading with the Enemy Act and the Emergency War Powers Act, opening the doors for the United States to suspend limitations otherwise mandated in the Constitution. Even in times of peace, every contrived and created social, political, or financial emergency was sufficient authority for the officers of the United States to overstep its peace time powers and implement volumes of "law" that would increase the coffers of the United States. There is always a declared emergency in the United States and its States (administrative units), but it only applies to **their** subjects.

In the 1920's, the States accelerated the push for mothers to register their babies as first required upon the new federal property – the so-called freed Black slaves. Life was good and people were not paying attention to what was happening in government. The stock market crashed, and those who were not on the inside were not warned to take their money out before they lost everything.

In the 1930's, federal legislation provided for registration of babies through applications for birth certificates, so government workers could get maternity leave with pay. The States pushed for registration (surrender of ownership) of cars through applications for certificates of title, and for registration of land through registration of deeds of trust, which turned the land over to the State. Constructive trusts were secretly created as each of the people blindly walked into the United States democracy, thereby agreeing to be sureties for the debts of the United States. The great depression supplied the diversion to keep the people's attention off what government was doing. The Social Security program was implemented, along with numerous other United States programs that invited the American people to volunteer to be the sureties behind the United States' new registered property and adhesion contracts through the new United States subjects.

The plan was well on its path by 1933. Massive registration (surrender) of property through United States agencies, including the 'State' subdivisions, was assuring that the United States and its officers would get rich beyond their wildest expectations. All of this was done without full disclosure of the material facts that accompanied each application for registration. Is that fraud? The fraud was a sufficient reason to charge all the United States officers with treason, UNLESS a remedy could be supplied for the people to recoup their property and collect for the damages they suffered as a result of the fraud.

If a remedy was available, and the people chose not to or failed to use the remedy, no charge of fraud could be sustained even in a common law court. **The United States only needed to provide the remedy. It was not required to explain it or even tell the people where the remedy could be found.** The attorneys did not even have to be taught about the remedy. That gave them plausible deniability when the people struggled to understand the new laws. The legislators did not have to have the intricate details of the law explained to them regarding the bills they were passing. That gave them plausible deniability. If the people failed to use their remedy, the United States came out the winner every time. **If the people did discover their remedy, the United States had to honor it and release the registered property back to the people, but only if the people knew they had a remedy, and only if they requested it in the proper manner.** It was a great plan.

With plausible deniability, even when the people knew they had a remedy and pursued it, the attorneys, judges, and legislators could act like they did not understand the people's claims. Requiring the public schools to teach civics, government, and history classes out of approved politically correct text books also assured the people would not find the remedy for a very long time. Passing new State and Federal laws that appeared to subject the people to rules and regulations, added another level of protection against the people finding their remedy. The public 'socialist media' was molded to report politically correct, though substantially incorrect news day after day, until few people would even think there could be a remedy available to them. The people could be separated from their money and their time to pursue the remedy long enough for the solutions to be lost in the millions of pages of the books in huge law libraries across the country. So many people knew there was something wrong with all the conflicts in the laws with the "facts" taught in the **government** schools. How can the American people be free and subject to a de-facto government's whims at the same time? Who would ever have thought the people would be resourceful enough to actually find the remedy? BUT they did!

(2) In 1933 the United States put its insurance policy into place with House Joint Resolution 192 and recorded it in the Congressional Record. It was not required to be promulgated in the Federal Register. An Executive Order issued on April 5, 1933 paved the way for the withdrawal of gold in the United States. Representative Louis T. McFadden brought formal charges on May 23, 1933 against the Board of Governors of the Federal Reserve Bank system, the Comptroller of the Currency, and the Secretary of the United States Treasury (Congressional Record May 23, 1933 page 4055-4058). HJR 192 passed on June 3, 1933. Mr. McFadden claimed on June 10, 1933: "Mr. Chairman, we have in this country one of the most corrupt institutions the world has ever known. I refer to the Federal Reserve Board and the Federal Reserve Banks…" HJR 192 is the insurance policy that protects the legislators from conviction for fraud and treason against the American people. It also protects the American people from damages caused by the actions of the United States. For speaking like he did, Mr. McFadden was poisoned by the powers that be by agents of that federal corporation.

HJR 192 provided that the one with the gold paid the bills. It removed the requirement that the United States subjects and employees had to pay their debts with gold. It actually prohibited the inclusion of a clause in all subsequent contracts that would require payment in gold. It also cancelled the clause in every contract written prior to June 5, 1933, that required an obligation to be paid in gold – retroactively. It provided that the United States subjects and employees could use any type of coin and currency to discharge a public debt as long as it was in use in the normal course of business in the United States. For a time, United States Notes were the currency used to discharge debts, but later the Federal Reserve and the United States provided a new medium of exchange through paper notes, and debt instruments that could be passed on to a debtor's creditors to discharge the debtor's debts. That same currency, Federal Reserve Notes, is used to discharge public debts. Take Note: the Federal Reserve Notes have no value, as stated by the Federal Reserve!

In the 1950's, the Uniform Commercial Code was presented to **their** States as a means of unifying the generally accepted procedures for handling the new legal system of dealing with commercial transactions and fictions as though they were real. Security instruments (commercial paper) replaced substance as collateral for debts. Security instruments could be supported by

presumptive contracts. Debt instruments with collateral, and accommodating parties, could be used instead of money. Money (of exchange) and the need for money was disappearing, and NEW money was being created i.e., 'Money of Account' (created by Bill of Exchange) and a uniform system of laws had to be put in place to allow the commercial venue and the courts to uphold the security instruments that depended on commercial fictions as a basis for compelling payment or performance (see 'Tender of Payment in your State statute!). All this was accomplished by the mid 1960's. And by 1964, most all the States had adopted the Uniform Commercial Code.

The commercial code is merely a codification of accepted and required procedures all people engaged in commercial activities must follow. The basic principles of commerce had been settled thousands of years ago, but were refined and became more sophisticated over the years. In the 1900's, the age-old principles of commerce shifted from substance to form. Presumption became a big part of the law. Without giving a degree of force to presumption, the new direction in enforcing commercial claims could not be supported in **their** courts. If the claimants were required to produce their claims every time they tried to collect money or time from the people, they would seldom be successful. The principles expressed in the code combined the means of dealing with substantive commercial activities with the means of dealing with presumptive commercial activities. These principles work as well for the people as they do for the deceivers. The rules do not respect persons.

Those who enticed the people to register (surrender) their property (land, cars, guns, children, etc.) to the sub-divisions (States) under dictate by the United States, gained control of the substance through the 'registrations' and the States were able to extract more 'use' taxes, from the people to use the property of the State! The States and the United States became the Holder of the titles to all the property, even children and many other things.

The definition of "property" is the interest one has in a thing. The thing is the principal. The property is the interest in the thing. Profits (interest) made from the property of another belong to the owner of the thing. Profits were made by the deceivers by pledging the registered property in commercial markets, but the profits do not belong to the deceivers. The profits belong to the owners of the 'things.' That is always the people. The corporation only shows ownership of paper – titles to things. The substance cannot appear in the fiction. [Watch the movie Last Action Hero and watch the confusion created when they try to mix substance and fiction.] Sometimes the fiction is made to look very much like substance, but fiction can never become substance. It is an impossibility!

The profits from all the registered things had to be put into a 'constructive' trust for the benefit of the owners. If the profits were put into the general fund of the United States and not into separate trusts for the owners, the scheme would represent fraud. The profits for each owner could not be co-mingled. If the owner failed to use his available remedy (fictional credits held in a constructive trust account, fund, or financial ledger) to benefit from the profits, it would not be the fault of the deceivers. If the owner failed to learn the law that would open the door to his remedy, it would not be the fault of the deceivers. The owner is responsible for learning the law, so he understands that the profits from his things are available for him to discharge debts or charges brought against his public person (Debtor-Straw-man) by the United States.

If the United States has the "gold," the United States pays the bills (from the trust account, fund, or financial ledger). The definition of "fund" is money set aside to pay a debt. The fund is there to discharge the public debts attributed to the United States subjects, but ultimately back to the accommodating parties – the American people. The national debt is what is owed is to the owners of the registered things – the American people, as well as to other creditors!

If the United States owes a debt to the owner of the thing, and the owner is presumed (by accommodation) to owe a public debt to the United States, the logical thing is to ask the United States to discharge that public debt from the trust fund. The way for the United States to get around having to pay the public debts for the people is to claim the owner cannot be an owner if he agreed to be the accommodating party for a debtor-person. If the people are truly the principle, then they know how to handle their financial and political affairs, ULNESS they have never been taught. If the owner admits by his actions out of ignorance, that he is an accommodating party, he has taken on the debtor's liabilities without getting consideration in exchange. Here lies the fiction again. The owner of the thing does not have to knowingly agree to be the accommodating party for the debtor person; he just has to act like he agreed. That is easy if he has a choice of going to jail or signing for the debtor-person. The presumption that he is the accommodating party is strong enough for the courts to hold the owner of the thing liable for a tax on the thing he actually owns or owes.

Debtors may have the 'use' of certain things, but the things belong to the creditors. The creditor is the master. The debtor is the servant. The Uniform Commercial Code is very specific about the duties and responsibilities a debtor has. If the owner of the thing is presumed to be a debtor because of his previous admissions and adhesion contracts, he is going to have a difficult time convincing the United States that it has a duty to discharge public debts for him. In addition, the courts are staffed with loyal judges who will look for every mistake the people may make when trying to use their remedy.

Now the quasi-owner (user) of the property (thing), after learning the law and discovering who he is in relation to the United States Corporation, can file a UCC Financing Statement based upon a Security Agreement, registering his security interest in the artificial entity DEBTOR/PERSON, being the ENS LEGIS which the United States created after your Mom signed the 'Root of Title/Newborn Identification' and then was compelled to apply for a birth certificate. That was the act of registering her biological property, her baby (substance), with the State of _____. The United States holds the paper title (form), not the substance (baby). Until your Financing Statement is filed, the United States is the holder of the title to the artificial entity. Its name is spelled in all capital letter – JOHN HENRY DOE. When John Henry Doe files the Financing Statement supported by a Security Agreement signed by the artificial entity (JOHN) and the owner (John), he becomes the holder in due course of the title to JOHN. The UCC and the State commercial law are very specific about the effect of a registered security interest. It has priority over most other interest claimed (only claimed) in the same thing. The evidence that is missing in the court is the registered claim over the person (JOHN).

The owner also must notify the Secretary of the Treasury that he is going to handle his own affairs in the future. That is done when you do the CHARGE BACK PROCESS by filing a Bill of Exchange with the Secretary through which he 'charges up the UCC Contract Trust Account,'

in respect to the 'value' expressed on the Birth Certificate and the 'Directive' cover letter. The social security number, belonging to your Debtor, is the Trust Account Number for a **chargeback,** for all the presumed charges brought against your Debtor for proper discharge.

Think of the whole transaction in relation to a dead battery. The battery represents your public person (JOHN), which is a dead entity that can function within the public maize of fiction, transmitting benefits from the public to you in the private IF it is charged up. You cannot go into the public because you are not a fiction. JOHN has no power until it is charged with some energy. That energy comes from an IRS default notice, court judgment, credit card bill, utility bill, traffic ticket, or some other instrument that has a $ amount and JOHN'S name on it as the presumed debtor. The bill is the energy. It charges the dead JOHN. You can now discharge JOHN and put JOHN'S accrual account with the charging party back to a zero balance. You, as the secured party creditor, having charged up the UCC Contract Trust Account, now for the 'presentment' received in behalf of a debt owed by JOHN, can discharge the fine, fee, tax or debt with a negotiable instrument for the same $ amount that the charging instrument (presentment) stipulates. The charging party that receives your noncash item can process it back through the United States Treasury through their financial institution. Note: if discharging IRS Tax liability, the package/instrument goes directly to the Secretary of Treasury – U.S.

When you, as the owner of a thing, registered it with the United States or one of its subdivisions, you let the United States hold the legal title to your thing based on misrepresentation and failure to disclose material facts to you at the time of registration. You probably retained possession of the thing, but the United States/States invested the title and made a profit. If you did not specifically authorize the United States/State and its agents to invest the legal title, the profits made from that title belong to you, because as the owner, you remain the equitable title holder. Legally, all the profits from the investment of the titles to all your registered things must go into a fund for your benefit. If they did not put the profits in a trust fund of some sort, it would be fraud.

Just acquiring the titles through what is promoted as mandatory registration, is fraud. If the scenario attributed to Mandell House is now in full application in the United States, which it is, the officers of the United States could be charged and convicted with treason **IF** they had not provided a remedy, which they did. -- House Joint Resolution 192 on June 5, 1933. This is their insurance policy to assure they are not convicted of treason. That does not mean they cannot be charged with treason, but the courts will dismiss based on failure to state a claim upon which relief can be granted. Because you have a remedy outside the court, you cannot sustain a charge of treason. But Tort, now that's another matter!

UCC-1 – IT'S BETTER TO HAVE DONE IT AND NOT NEEDED IT THEN TO HAVE NOT FILED IT AND NEED IT!

Today the majority of Americans pay taxes because when they get a job their employer requests that they fill out either: Internal Revenue Service Form W-2, Form W-4, or Form 1099, which, as a direct result, withholds taxes from their paychecks for their labor. The majority doesn't have a clue as to why they are paying these taxes in the first place, other than being conditioned to pay their so-called 'Fair Share!'

It has been affirmed that labor is a fundamental, unalienable, protected right and this fundamental right is not supposed to be taxed. No profit of gain is to be realized via your labor!

It is presumed that everyone is expected to know the law. It has been long held that, ignorance of the Law is not an excuse or a defense. There is a well-established maxim that states, "He who fails to assert his rights - HAS NONE!" which unequivocally establishes that, just as a closed mouth never gets fed, "a matter must be expressed to be resolved."

The Bible, Book of Luke, 11th Chapter 52nd verse states: "Woe unto you, lawyers! for ye have taken away the key of knowledge: ye entered not in yourselves, and them that were entering ye hindered."

When it comes to dealing with lawyers, government, and the Internal Revenue Service (which is not an agency of the United States Government, but a private foreign-owned corporation) withholding and keeping knowledge from the people is nothing new. It is a common business tactic that has been going on from the beginning of its inception. It will, most likely continue as long as we rely upon lawyers and government to do that which we ourselves should be doing.

The Bible unquestionably verifies this with the following: Book of Isaiah, 5th Chapter 13th verse tells us: "Therefore my people are gone into captivity, because they have no knowledge;" and the Book of Hosea, 4th Chapter 6th verse: "My people are destroyed for a lack of knowledge."

In order to find the answer as to why your labor is being taxed when the Constitution says it is not supposed to be, it is necessary to understand how government exists and operates.

To accomplish this requires a quick review back in history to the time of the War Between the States. The People of this Nation lost their true Republican form of government. On March 27, 1861 seven southern States walked out of Congress leaving the entire legislative Branch of Government without quorum. The Congress of the Constitution was dissolved for inability to disband or re-convene. The Republican form of Government, which the People were guaranteed - ceased to exist. Out of necessity to operate the Government, President Lincoln issued Executive Order No. 2. in April 1861, reconvening the Congress at gunpoint in Executive, emergency, martial-law-rule jurisdiction. Since that time there has been no "'de jure" (**sanctioned by law**) Congress. *Everything functions under "color of law" (the appearance or semblance, without* substance, of legal right.) Through Executive Orders under authority of the War Powers, (i.e. emergency, i.e. law of necessity) the "law of necessity" means no law whatsoever, as per such maxims of law as:

"Necessity knows no law" (the law of forbidding killing is voided when done in self-defense).

"In time of war, laws are silent." Cicero.

To establish the underlying debt of the Government to the Bankers, to create corporate entities that are legally subject to the jurisdiction in which they exist, and to create the jurisdiction itself correctly, the so-called (fraudulent and un-ratified) Fourteenth Amendment was proclaimed and passed in 1868. This was a cestui que trust (operation in law) incorporated in a military, private, International, commercial, de facto jurisdiction created by, and belonging to, the Money Power, existing within the emergency of the War Powers, the only operational jurisdiction since the dissolution of Congress in 1861. Through the 14th Amendment, an artificial person-corporate entity-franchise entitled "citizen of the United States" was born into private, corporate limited liability. Section 4 of the 14th Amendment states: "The validity of the Public Debt of the United States (to the Bankers) ... shall not be questioned."

Within the above-referenced private jurisdiction of the International Bankers, the private and foreign owned "Congress" formed a corporation, commercial agency, and Government for the "District of Columbia" on February 21, 1871, Chapter 62, 16 Stat. 419. This corporation was reorganized June 11, 1878, Chapter 180, 20 Stat. 102, and re-named "United States Government." This corporation privately trade marked the names: "United States," "U.S.," "US," "U.S.A.," "USA" and "America."

When the United States declared itself a municipal corporation, it also created what is known as a cestui que trust to function under by implementing the Federal Constitution of 1871, and incorporating the previous United States Constitutions of 1787 and 1791 as amended, as by-laws. Naturally, as the grantor of the trust, this empowered the United States Government to change the terms of the trust at will. As evidenced under the Federal Constitution of 1871, the 14th Amendment, the People of the United States, without their consent, were declared "Citizens" and granted "Civil Rights." These so-called civil rights are nothing more than mere privileges. Privileges which government licenses, regulates, and can re-interpret to suit its purposes at any time for any reason. The Federal Corporate Government also conveniently somehow forgot to disclose to the People that the term "Citizen," with which they have made every living and breathing inhabitant a "subject," was defined in law as a "Vessel" engaged in commerce.

In 1912, when the bank-owned bonds that were keeping the US Government afloat became due, the Bankers refused to re-finance the debt. As a result, the colorable, martial-law ruled Congress was compelled to pass the Federal Reserve Act of 1913. This Act surrendered Constitutional authority to create, control, and manage the entire money supply of the United States to a handful of private, mostly-foreign bankers. This placed exclusive creation and control of the money within the private, commercial, foreign, and military jurisdiction of 1861, into corporate limited liability.

America converted from United States Notes to Federal Reserve Notes, beginning with the passage of The Federal Reserve Act of 1913. Federal Reserve Banks were incorporated in 1914, and, in 1916, began to circulate their private, corporate Federal Reserve Notes as "money" alongside the nations "de jure" currency, the United States Notes. Whereas United States Notes were actually warehouse receipts for deposits of gold and silver in a warehouse (bank), thus representing wealth (substance, portable land; the money of sovereigns), the new flat money (Federal Reserve Notes) amounted to "bills for that which was yet to be paid," i.e. for what was owed! For the new "benefit" of being able to carry around U.S. Government debt instruments (Federal Reserve Notes) in our wallets instead of Gold Certificates or Silver Certificates, we agreed to redeem the newly

issued Federal Reserve Notes in gold and also to pay interest for their use in gold **ONLY!** Essentially, the Fed issued paper with pretty green ink on it and we agreed to give them gold in exchange for the "privilege" of using it. Such was the bargain.

Through paying interest to the Federal Reserve Corporation in gold, the US Treasury became progressively depleted of its gold. America's gold certificates, coin, and bullion were continually shipped off to the coffers of various European Banks and Power Elite. **In 1933, when the Treasury was drained and the debt was larger than ever** (a financial condition known as "Insolvency"), **President Roosevelt proclaimed the bankruptcy of the United States**. Every 14th Amendment "citizen of the United States" was pledged as an asset to finance the Chapter 11 re-organization expenses and pay interest in perpetuity to the CREDITORS (Federal Reserve Bankers) and the "national debt" ("which shall not be questioned").

On March 9, 1933, Congress passed the Amendatory Act (also known as the Emergency Banking Relief Act) to the Trading with the Enemy Act (originally passed on October 6, 1917) at a time when the United States was not in a shooting war with any foreign foe that included the People of the United States as the enemy.

At the conference of Governors held on March 6, 1933, the Governors of the 48 States of the Union accommodated the Federal Bankruptcy of the United States Corporation by pledging the faith and credit of their State to the aid of the National Government… which attached to YOU!

Senate Document 43 of the 73rd Congress, 1st Session (1933) did declare that **ownership of ALL PROPERTY is in the STATE** and individual so-called ownership is only by virtue of government, i.e. law amounting to "mere-user" only; and individual use of all property is subordinate to the necessities of the United States Government.

Under House Joint Resolution 192 of June 5, 1933, Senate Report No. 93549, and Executive Orders 6072, 6012 and 6246, the Congress and President Roosevelt officially declared bankruptcy of the United States Government.

Regardless of the cause or reason, what many American's either do not understand and/or have failed to seriously grasp, is that by the use of Federal Reserve Notes; (which is not Constitutional Money defined under Article I Section 10 of the United States Constitution), the People of the United States, since 1933, have not had any Constitutionally lawful way to pay their debts. They, therefore, have not had any way to buy or own property. The People, for the benefits granted to them by a bankrupt corporate Government, discharge their debts with limited liability using Federal Reserve Notes. They have surrendered, by way of an unconscionable contract, any semblance of 'Rights' as exchanges for mere privileges!

A review of countless United States Supreme Court decisions since the 1938, landmark case, Erie Railroad v. Tompkins, (304 U.S. 64-92) clearly establishes that only the State has Constitutional Rights, not the People. The People have been pledged to the bankruptcy of 1933. The federal law administered in and by the United States is the private commercial "law" of the CREDITORS. That, due to the bankruptcy, every "citizen of the United States" is pledged as an asset to support the bankruptcy, must work to pay the insurance premiums on the underwriting necessary to keep the bankrupt government in operation under Chapter II Bankruptcy (Reorganization). That upon the declared Bankruptcy, Americans could operate and function only through their corporate colored, State created, **ALL-CAPITAL-LETTERS-NAME,** - that has no access to sovereignty, substance, rights, and standing in law. The Supreme Court also held the "general (Universal) common law" no longer is accessible and in operation in the federal courts based on the 1933 bankruptcy, which placed everything into the realm of private,

colorable law merchant of the Federal Reserve CREDITORS. To take this to a different level, and not only explain why you pay taxes, but also why you do not own the house you live in, the car you drive, or own anything else you think you've bought and paid for etc., you will need to understand that **their** State Government and its CREDITORS own it all. If you think you own your home just because you believe you paid for it using those Federal Reserve Notes, just like everything else you possess by permission of Government, simply stop paying your taxes, (user-fees and licenses) and see just how long Government and the CREDITORS allow you to keep it before they come to take it away from you.

How can all this really be? Why haven't you been told all of this before now? Ignorance of the law is no excuse. Every man is deemed (required) to know the law. Government expects you to know the law, and holds you fully accountable for doing so. Ignoring these facts will not protect you. The majority of American's have been given a Public **government** Education to teach them only what the Public, i.e. government (CREDITORS) wants them to know. It is and always has been each individual's personal responsibility, duty and obligation to learn and know the law.

What this breaks down to is this: Back in 1933, when **their** United States went into bankruptcy because it could no longer pay its debts, it pledged the American People, themselves, without their consent as the asset to keep the government afloat and operating. Because government no longer had any way to pay its debts with substance, and was bankrupt, it lost its sovereignty and standing in law. Outside and separate from Constitutional Government, to continue to function and operate, it created an artificial world consisting of artificial entities. This was accomplished by taking everyone's proper birth given name and creating what is called a "fiction in law," by way of an acronym, i.e. a name written in **ALL-CAPITAL-LETTERS** to interact with. A name written in ALL-CAPITAL-LETTERS is **not a sentient, flesh and blood man**. It is a corporation, fiction or deceased person. Government, as well as all corporations, including the Internal Revenue Service, cannot interact with you or interact with you via your proper name given you at birth, only through your **ALL-CAPITAL-LETTERS-NAME!**

Another little tidbit of knowledge which has been conveniently kept from the People is this: When the Several united States signed the treaty with Great Britain ending the Revolutionary War, it was a concession that ALL COMMERCE would be regulated and contracted through British Attorney's known as Esquires only.

This condition and concession still exists today. No attorney or lawyer in the United States of America has ever been "licensed" to practice law (they've exempted themselves) as they are a legal fiction "person" and only an **"ADMITTED MEMBER"** to practice in the private franchise club called the BAR (which is itself an acronym for the British or Barrister Aristocratic Accreditation Regency), and as such are un-registered foreign agents, and so they are traitors. Esquires (Unconstitutional Title of honor and nobility = Esquires), foreign non-citizens (aliens) are specifically prohibited from ever holding any elected Public Office of trust whatsoever! Article I, Section 9, clause 8, states: "No Title of Nobility shall be granted by the United States: And no Person holding any Office of Profit or Trust under them, shall, without the Consent of the Congress, accept any present, Emolument, Office, or Title, of any kind whatsoever, from any King, Prince, or foreign State."

As a direct result, attorneys and lawyers cannot and do not represent you in your 'Private Capacity.' Attorneys and lawyers represent corporations, artificial persons, and fictions in law - ONLY!

What the majority in this country fail to recognize is this: because of the bankruptcy and having been pledged as an asset to the National Government's debt, this makes all citizens DEBTORS under Chapter 11. DEBTORS in bankruptcy have lost their solvency, have NO RIGHTS, no STANDING IN LAW, and are at the mercy of the CREDITORS… via **their** attorneys.

All courts today sit and operate as Non-Constitutional, Non-Article Three Legislative Tribunals administering the bankruptcy via their "statutes," ("codes.") All Courts are Title 11 Bankruptcy Courts where these statutes are, in reality, "commercial obligations" being applied for the "benefit" or "privilege" of discharging debts with limited liability of the Federal Reserve-monopoly, colorable-money Federal Reserve Notes (debt Instruments).

This means every time you end up before a court - not only do you NOT have any standing in law to state a claim upon which relief can be granted, **YOU HAVE NO CONSTITUTIONAL RIGHTS!** Why? Because you are a DEBTOR under the bankruptcy and, in addition to having contracted away your rights in exchange for benefits and privileges, you do not have *one* single shred of evidence to establish otherwise.

In bankruptcy, ONLY CREDITORS have rights! In a nutshell, as a DEBTOR, you have no rights. Rights are reduced to mere privileges which are licensed, regulated, and can be altered, amended and changed to meet whatever the particular or special needs of **their** government may be for whatever whim. If taking away your home, your car, taxing your labor, or locking you up for violating any of the Sixty MILLION plus legislatively created DEBTOR codes and statutes they have on the books today happens to meet the needs of **their** government - it really doesn't take a rocket scientist to realize who the loser will be!

IS THERE REALLY A REAL REMEDY?

Is there really a real remedy to what has been done? Quite simply, Yes! There is one way and one way only you can protect yourself, your family, and property from this public obligation. The only unbreakable contract in existence in the world today is a UCC-I Financing Statement. [See Section 5 and the Appendix - Copy of UCC-I Financing Statement.]

Only through filing a UCC-I Financing Statement and Accepting For Value your Birth Certificate and executing a lien upon the governmentally created ALL-CAPITAL-LETTERS-NAME by you in your proper Birth-given-Name as the Secured Party, and listing anything and everything your debtor owns, will own, or possibly ever could own or control, as collateral in the Security Agreement, can you effectively and permanently remove yourself from the status of a DEBTOR to that of a CREDITOR, and actually 'control' property, have access to enforceable Constitutional Rights. By filing a UCC-1 Financing Statement, you become an actual CREDITOR with standing in law and acquire the ability to state a claim upon which relief can be granted, and discharge any and all taxes.

By filing the UCC-I Financing Statement you cannot, as a CREDITOR, acquire and access actual Original Jurisdiction Constitutional rights, as the Constitutional only operates upon the agent of government by and through their Oath of Office… to support and defend such, and not violate the same, as may be applied to any man, in that any violation of such is a breach of contract as applied to the agent! The Constitution does not grant rights to the flesh and blood man (sovereign). The Constitution is a

compact/contract that the private sentient man IS NOT A PARTY TO as you have no contract with the State of federal government and you are not a signatory to their 'social compacts!'

Without a UCC-I Financing Statement, everything you have has been and is pledged and owned by the State. You merely are the user of the property and must use that property in strict compliance with all the rules, 'use fees' (taxes) and regulations established by the State. If acquiring actual control over property and collateral, releasing your Debtor from government controls, and the ability to earn a living without taxation interests you, you have nothing to lose and everything to gain by executing that document without delay!

To try and break this down even further: Few people truly understand the words "slave and slavery." The biggest benefit in filing a UCC-I Financing Statement is that you will no longer be a slave. The fact is, most dictionaries fail to provide an accurate definition of the words "slave and slavery." Even Webster's 1828 edition of the English language dictionary fails in its attempt to define the true meaning of the word "slavery": **"Slave: a person who is wholly subject to the will of another,"** Slavery is not a matter of being totally 100% subject to the will of another. Any person who is to any degree involuntarily subject to the will of another, is still a slave. There are no degrees of slavery. The second part of the 2nd definition of slave provided by Webster's 1828 Edition is: **"One who surrenders himself to any power whatsoever,"** which is closer to the real point.

The Uniform Commercial Code [UCC] governs ALL commercial transactions in the United States. Any "person" including government corporations, agencies, etc., involved in the "sales of goods, commercial paper, bank deposits and collections, letters of credit, bulk transfer, warehouse receipts, bills of lading, investment securities, and 'secured transactions' is governed by the UCC. The A form of Uniform Commercial Code is adopted by all States.

To comply with the Uniform Commercial Code in your state, a UCC-I Financing Statement must be filed with the Secretary of State, by anyone who makes a claim against any other "person" in the area of commerce. All government agencies, (city, county, state and federal), operate in commerce and all of them, including the Internal Revenue Service, are private corporations (persons). All Courts operate in commerce. All Banks operate in commerce. All "Corporations" operate in commerce and all of these "entities" exist financially because WE are their collateral. They borrow on our "credit."

At one time, our currency was backed by or given substance by gold or silver. It has been thought by many, since **their** United States took the substance of gold and silver away, that Federal Reserve Notes were simply worthless paper, backed by nothing at all. That is not correct! Today, real people, you, me, your children, etc. back Federal Reserve Notes, much the same way that gold and silver did in the past. In other words, the living, breathing people guarantee or provide the substance for ALL money that is created. The Federal Reserve Bank clearly states: "Federal Reserve Notes are backed by the Full faith and credit of the American People." Blind Faith sets forth that YOU trust THEM. Who? None other than the Federal Reserve! Credit means something is due you! The Federal Reserve uses our credit to create ALL money. All of the money created belongs to the American People and the deceit of the Public and private corporations is so complete that they create it, charge it to us as a debt, and then tack interest to it on top of that!

How did the American People become collateral for the debt instruments known as Federal Reserve Notes? It was given to the Federal Reserve by a corporation called the United States, the very same corporation that created the Federal Reserve. As was discussed previously, in 1933 when President Roosevelt declared a national emergency because the United States could no longer pay its debts. At least that was the spin given

to the American People. All of the subsidiary States agreed to support the declared bankruptcy by "pledging" the energy of **their** "citizens." Their assets consisted only of State Citizens. The States in turn used the Birth Certificates to pledge the State Citizen as collateral to keep Government afloat. That is how the American People became collateral for the Federal Reserve Notes and so-called debts. The American People became warehouse receipts, like a warehouse full of any type of valuable goods. All of this, however, was a major fraud.

Neither the Internal Revenue Service nor any other entity of Government files a UCC-I Financing Statement into the Commercial Registry with the Secretary of State. If they did, they would instantly become subject to all the regulations of the Uniform Commercial Code. The Internal Revenue Service has done very nicely by bluffing and intimidation, as all others mentioned, by operating under "Public Policy" where there is in reality "No Law" at all!

The State Citizen is drawn "into commerce" when their Birth Certificate is registered and sent to the Commerce Department in Washington, D.C. This is where the American People became warehouse receipts upon which all of the money printed and circulated is created and guaranteed. In short, the American People became the collateral for all debts. They "The People" allegedly are "Government" property!

Government is a "fiction" and an artificial person and deals with us as a fiction or artificial persons only as stated before. To take this still to another level, let's use an example to explain and use the name of John Henry Smith. When John Henry Smith was born, his parents gave him the Christian name of John Henry and he shared the 'family' name of Smith with all the other members of his family. He was born a living, breathing 'sentient' being. When his Birth Certificate was sent to the Department of Commerce, it was registered and the Government, because it was bankrupt, turned his "real name" into a fiction. His new fictional name became JOHN H. SMITH or John H. Smith. His ALL-CAPITAL-LETTERS NAME was registered as a corporation at the Puerto Rico Department of State Corporations (Departamento de Estado - Division de Corporaciones) P.O. BOX 3271, SAN JUAN, PUERTO RICO, 00904-3271, making it/him liable for taxes. He is now a fiction or artificial person; a non-living, non-breathing "person." It is a "Straw-man" (Lat. stramineus homo) or "fiction" upon which government brings all its so-called charges against and NEVER does so against the real person. Just like "yours," his driver's license now reads JOHN H. SMITH or John H. Smith. When he signs a 1040 Tax Form, he dutifully fills out the form as John H. Smith and then signs his name "under penalty of perjury," thereby admitting he will be responsible for all the taxes of JOHN H. SMITH, a fiction in law, corporation. Look at your driver's license and see who it is issued to. How can government use a form of our name and turn it into a fiction (corporation) without our permission? They can't, we sign our name to all of their forms, which is purely voluntary "permission-in-ignorance." In short, we do it to ourselves!

However, for those who wish to control and own this fiction and prohibit government corporations, including the Internal Revenue Service, from making so-called charges against it, the remedy is available to you. You do this by **executing a UCC- 1 Financing Statement!** John Henry Smith would simply do what Government and the Internal Revenue Service does not do: File your UCC-1 Financing Statement into the Commercial Registry with the Secretary of State and claim EVERYTHING related to JOHN H. SMITH or any derivative name, corporate fiction; i.e.: the Birth Certificate and Social Security Account/Card Number. The living, breathing, real man/woman then controls the fictitious entity, including all contracts related to the Birth Certificate and Social Security Account Number (UCC Contract Trust Account Number). Thusly, the real John Henry Smith secures all rights, interest and title in the fictitious entity: JOHN H. SMITH. Now,

government and the Internal Revenue Service has to deal with John Henry Smith as the Creditor.

Most every living, breathing sentient being has a Social Security Card. The SS# number is the account number to the UCC CONTRACT TRUST ACCOUNT, maintained through the U.S. Secretary of Treasury to the Internal Revenue Service. The Internal Revenue Service calls the Social Security Number your Taxpayer Identification Number (TIN). Never do they mention our Employer Identification Number (EIN). What? "You are not an employer, so you do not have an EIN?" Some believe we are all employers and every one of us has an EIN. More recently, the number has been identified and 'clarified' as an 'EXEMPTION' number, indicating that the secured party/holder is exempt from the liability. If you apply for a new Social Security Card (not a new number), on the backside of the card, the number written In Red is what some believe is the BOND number to bond the account as established by the government upon your application (SS 5 Form). It is also believed that government workers are our employees that every government employee works for us! How absurd! Since you are not a signatory to the U.S. or any State Constitution, and since you are not a party to the States' 'social compact,' then YOU have nothing to do with the government corporation and the government corporation has nothing to do with you!

That is why, when you read the Tax Code to find the definition of "employee," under Title 26 United States Code, at Section 3401(c), the term "employee" specifically includes officers and employees, whether elected or appointed, of the United States, a State (Federal State), Territory, or any other political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing, AND NOBODY ELSE!

Write to the Bureau of Vital Statistics in the Capital of the State where you were born and request a copy of your Birth Certificate. REQUEST THE LONG FORM (Certified Copy). Never mind that you have a copy right now. More likely than not it came from the County in which you were born. The number assigned to your Birth Certificate by the Vital Statistics Office is of primary importance when executing your UCC-I Financing Statement. The usual and current Birth Certificate is in color, on 81/2X11 'Bank Stock Paper.'

What can filing a UCC-I Financing Statement do for you besides everything described thus far? Let's throw a few more examples onto the table to explain. As previously stated, the only real thing in the United States is the American People. Corporations are fictions - DEAD ENTITIES! Let's use a fiction called GENERAL MOTORS for our explanation. Since the inception of GENERAL MOTORS, which was originally created by another corporate fiction we call government, they have borrowed into existence countless billions of Federal Reserve Notes. Today, GENERAL MOTORS proudly calls themselves one of the largest corporations (a fiction) in the world! It is taught that stockholders of GENERAL MOTORS "own" GENERAL MOTORS. The real truth is the American People own everything produced by GENERAL MOTORS - free and clear. Isn't it interesting this fiction charges the American People for what already belongs to us - and then to add more insult to injury - they tack on a little interest to boot!

When Internal Revenue sends a letter or Notice to the fiction JOHN H. SMITH and says "Our records indicate you owe $15,000.00," John Henry Smith, who has filed a UCC-I Financing Statement now has multiple options as to how he chooses to deal with this matter. John Henry Smith knows full well he must respond to the presentment he's just received from Internal Revenue in a timely manner. Depending on the Notice or Presentment he's received, he has either ten (10) days or thirty (30) days to respond. If he does not know what his time frame is to respond in is, to play it safe, it would be best for

him to respond before the ten (10) days expires. John Henry Smith knows that if he doesn't respond, after the allotted time, the Internal Revenue will enter a Default Judgment against him. Because he failed to object to the bill or ask any questions about it, having defaulted, the amount can lawfully be collected from him. John Henry Smith also knows that **he is not to protest or** argue the amount of deficiency in any tax case. If you are not required to file, you should not care whether they say you owe fifteen thousand dollars or one hundred and fifty million dollars. If you are not required to file, the amount doesn't matter. You never argue the amount because that is a fact issue. The reason for this is, usually when you receive a Notice of Deficiency, it is for some unworldly amount. The Internal Revenue Service wants you to run in and argue about the amount. The minute you say "I don't owe that much," you have just agreed that you owed something and conceded jurisdiction. One of the proper methods is to, as soon as possible, send a CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM (CAFV) – to seek an agreement with the IRS, in relation to certain points and facts, that all you can do is discharge the tax liability of your Debtor/Straw-man with Bill of Exchange. Some believe that John Henry Smith can exercise option No. 2 and can "Accept the $15,000.00 for Value" and 'return it for value' and the so-called debt is extinguished. While it sounds logical, we have seen no evidence that this process is honored! It may be possible because every "real" American has a corresponding offsetting "credit" for all debt claimed against his Debtor/Straw-man. However, keep in mind, when you do your CHARGE BACK, you charge up your UCC Contract Trust Account so that you can use that credit to discharge fines, fees, taxes or debt.

Real folks all across America are filing UCC-I Financing Statements and understanding the commercial scheme of debt and fraud of this beast system, called by many as "government," and their created fictions. It has been established, "Lawyers and Attorneys have written well over Sixty Million Codes and Statutes to confound and confuse the American People and enslave them." None of these Codes or Statutes apply to any living, breathing *sovereign* man or woman, who claim their heritage through what their Creator/God has preserved.

After filing your UCC-I Financing Statement, it becomes evidence of a "Security Interest" in the Debtor/fiction (aka Straw-man) whom the Internal Revenue Service uses to force, intimidate, threaten and compel the real flesh and blood man/woman to pay what are called taxes. Under the Uniform Commercial Code, a Financing Statement is used under Article IX to reflect a Public Record that there is a Security Interest or claim to the property/goods in question to secure a debt or interest. The Financing Statement is filed by the Security Holder (real man/woman) with the Secretary of State, or similar public body, and as a result becomes Public Record *and becomes evidence of title.* As a party in control of the Debtor/fiction or (Straw-man), you become the Secured Party with ALL RIGHTS, INTEREST, AND TITLE in the Debtor/fiction's Birth Certificate, Social Security Account, Driver's License, Automobile, Certificates of Title, Credit Cards, Loans, Property, Taxes, etc., etc.!

So what did it cost the moneychangers to enslave the American People? Nothing! The same is true for freedom; "For thus saith the Lord, Ye have sold yourselves for naught (nothing), and ye shall be redeemed without money." Isaiah 52nd Chapter, 4th verse 1.

BAIT and SWITCH vs. CONTRACT ACCEPTANCE

Every contract consists of both an offer and acceptance. In every contract there is an Offeror and Acceptor. The offeror being the tale, and the acceptor the head. Under contract law, title to whatever is offered transfers instantaneously upon acceptance, not

upon payment like many seem to think. Payment, a consideration, is merely incidental. Attorneys and Lawyers who write every contract used by corporations, including Government Corporations, know that the acceptor of the contract is in charge or what is known as the *Holder in Due Course*. Holder in Due Course is defined as: "Title Holder of the contract." Thus, whenever you see any advertisement in the paper by, as an example, a New Car Dealer offering you a new car at a certain price and you're attracted by what is offered, you are responding to an offer. You run right down to the car dealer and without knowing it become the victim of the oldest game of bait and switch in existence! Here is how the real shakedown works:

After you settle on the car with all its options and the price with the dealership, you then sign your name to a contract, which in doing so, makes you the Offeror and the dealership the acceptor of that offer. It works the same identical way in every retail sale in the country, including Real Estate. You lose, because the seller is the Holder of the contract and is in charge (and normally, the contract is to their benefit… not yours! No 'quid pro Quo,' and certainly no mention or understanding as to no lawful money – only commercial paper!). That is the reason why you only get a carbon or photocopy of the contract. They keep the original contract and original signatures and obediently enter the property into commerce as the lawyers intended. It is a diabolical scheme! Whenever a Government Corporation sends you a letter, indictment, or anything else charging that you violated some statute or code, or that you owe some sort of tax or fine, think of that as an offer by the Government. For example: let's say you receive a bill for property taxes. This is an offer by the tax office just like the new car dealer. There are several options that you have when you get the bill. The number one option which most people take is to write out a check for the amount due. A check, of course, is a debt instrument. Thus you are making a counter-offer to the tax collector, whom they of course will accept, but the debt HAS NOT been extinguished. It is simply added to the PUBLIC DEBT. Once again, you have become the victim of a bait and switch!

Let's use the same example as we've previously discussed and this time, let's use a different tactic. Remember that the acceptor is in charge. This time, let's simply Accept the "tax bill" for Value, with the right to discharge after the IRS has established the agreement with you (as your only remedy is commercial discharge of the tax liability). When you examine your property tax bill, you find out it is made out to a name (purportedly yours) in all capital letters. Which, as you've already discovered, is not you! It is a fiction created by the government. If you've done your homework, you've obtained a certified copy of your Birth Certificate from the Bureau of Vital Statistics in the State where you were born and have filed your UCC-I Financing Statement. Now you control all rights, title and interest in that all capital letter name character, including ALL contracts, mortgages and pledges. You're now in charge of anything dealing with your Debtor/fiction.

It works the same way with Internal Revenue Service. They send the fiction a "tax bill" for $20,000.00. You, as the Secured Party Creditor of the Debtor/fiction, you accept their presentment for Value, place a value of $20,000.00, for example, on it and notify whoever sent you the presentment that you can request a copy of their fiduciary tax return (see Appendix). You can request this because all of the money created uses your credit/labor as collateral. The amount you use is "dollar for dollar."

ACCEPTANCE FOR VALUE?

Once the "real, live, flesh and blood man/woman has filed a UCC-I Financing Statement supported with Security Agreement in place, taking "all rights, title and interest" in the ALL-CAPITAL-LETTERED FICTION, ARTIFICIAL PERSON (that very so-called

name may be spelled with a first name, middle initial and last name) or "Straw-man/woman" when a "person" (agency or other public or private corporation) submits a letter, bill or form (presentment) suggesting that you (when it's really the fiction) is being charged with a debt, taxes or whatever, a personalized letter is sent to the person who signed the letter or form or to a person responsible for the letter or form or 'Bill' being sent to the fiction.

That letter explains that you (the real deal) "Accept the Charge for Value." This basically tells them you hold title to the FICTION and anything connected to the FICTION. It gives them NOTICE that they have committed a "Trespass against your property ... Your Rights!" It sets in stone that you are "the Holder-in-Due-Course." This is a banking/securities term and requires a quick refresher definition:

"In every contract there must be an offer, acceptance and a consideration. Corporations specialize in bait-and-switch tactics to protect themselves in every contractual arrangement. Such as, when you see a home you like, the real estate agency may have "offered" the home for sale through various advertisements. This is an offer. You look at the home, like it, and the price is right. You tell the real estate agent "Yes, I'll take it!" At that point you have become the acceptor of the contract and, of course, the home and price is the consideration. From a legal standpoint, this contract is completed. The offer, acceptance and consideration are completed right then. The acceptor is the one "in charge." That, at the moment, could be you. Then comes the old switch-a-roo! Now is when the bait-and-switch goes down. The real estate agent (unwittingly, as though ignorance of the law is any excuse or defense) then requires you to fill out a FORM in which you make an Offer and They [the Seller] become the Acceptor! The bait and switch is complete. It's that simple. You have now "voluntarily" become a DEBTOR - "forever," even if you paid cash for the place or later pay off the mortgage. Why? Why can't you pay it off? YOU CANNOT EXTINGUISH DEBTS WITH A DEBT INSTRUMENT (I.e. FEDERAL RESERVE NOTES)! [Debt + Debt = Debt; Credit – Debt = '0' and the debt is discharged… as a promise to pay!]."

You have voluntarily made someone else the Holder in Due Course of the property. They accepted the instrument (contract) FOR VALUE. They now own the property. "All parts of the contract, including the deed are now "recorded in the property records. Look at your deed. It will have the, "FICTION'S" written in all capital letters. All we really do is add to the so-called National Debt whenever you pay those taxes and make that counter-offer. The debt, however, does not change and remains the same whenever you purchase anything in this manner. As an example, when you receive a Notice of Property-taxes on your home, the taxing authority is really making you an "offer." When you pay the taxes you are making a counter-offer, because your payment will not extinguish the debt or cancel it out. They will accept your counter-offer, but the debt will still be there.

By the way, the Notice of Property Tax due will be made out to your FICTION/DEBTOR! Keep these things in mind when you purchase a home, land, auto, open a bank account, apply for a license, etc. You must make the contract! Make the seller the Offeror and yourself (the real flesh and blood man with your name spelled correctly) the acceptor of the offer. This puts you officially in charge! You will be the Holder in Due Course. YOU keep the original contract and give the Offeror a copy. Do not record the contract unless you want to give up the 'Allodial' title to the property. Recordings are not required as you are the sovereign and the original contract is all you need to prove and establish ownership. You will want to do a UCC-3 Amendment filing and add the newly acquired property to your commercial affairs.

Now with this explanation covered, let's move to the person/agency that wrote the letter or sent the bill (presentment) charging that your Debtor owes something.

Understand that as to a 'Bill,' it is a part of 'total amount due' and therefore there may be a larger dollar amount at issue here to deal with. And, as applied to some matter dealing with a 'contract,' i.e., Credit Card, not only is there that 'larger' amount – total due, there is also the issue as to the 'agreement/contract' as to:

1. **Was there a meeting of the minds as to the contract?**
2. **Was there fraud on the contract?**
3. **Was it an unconscionable contract?**

To address the above issues, as to a contract, you can utilize the CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM to allow the other side to provide 'Proof of Claim' that there was a meeting of the minds, that there was no fraud on (in) the contract and/or that it was not an unconscionable contract. At which time, per your agreement, you will continue to pay on or pay the contracted debt. The 'proofs of claim' are presented and closing caveat paragraphs stipulate that the other side agrees to accept, by and through their silence and 'general acquiescence. See Section 6 – CAFV for details!

After filing the UCC-1 Financing Statement, sometime later, you may request and pay (discharge) via money order for a Certified copy of your UCC-1. Though it's not absolutely necessary, the computer printed 'Acknowledgement' copy of your UCC-1 is 'self-evident' (it speaks for itself!) or the 'Hard-copy' from a mail-in filing or 'Hard-copy' 'pasted-up' from your computer filing. (see Section 5). You are now the Holder in Due Course of the property known as the Debtor/Straw-man, the property, collateral and any contract(s), implied or otherwise, associated with your Debtor. You now have effectively filed a superior security interest in the same.

In respect to the 'presentment/offer,' you can draft a letter stating: "I am the Holder in Due Course" (as referenced on page 23, 2nd paragraph above). Then, because you have become the ACCEPTOR of the presentment/offer, guess who is in charge? You are in charge and the Offeror has been noticed of your status. Keep in mind, as the secured party creditor, it is your duty and responsibility to accept for value and discharge the debt/liability of your Debtor, via the presentments that come in.

In the commercial venue, all transactions take place with your Debtor and you're the creditor… so accept and discharge!

See Section 6 - THE DISCHARGE OF DEBT as applied TODAY for your edification so you may understand the reality before you run out there and start discharging!

TAKE ADVANTAGE OF THE BENEFITS OF UCC-1 FINANCING STATEMENT AND OF HAVING THE SECURITY AND PROTECTION OF A SECURITY AGREEMENT IN PLACE TO PROTECT YOU, YOUR FAMILY, POSSESSIONS, PROPERTY AND WAGES.

The comprehensive Security Agreement as found in this book is NON-DISCHARGEABLE by ANY Title II Bankruptcy Court, and is fully 100% transferable to any Heir or Assign. This Security Agreement carries a fully functional Fidelity Bond and Indemnity Clause. The collateral covered is extensive!

Learn to use and file UCC-I Form, UCC-3's, Acceptance for Value (CAFV) Process, Copy Certification by Document Custodian and the 'exclusive' Tort process.

Keep an exact RECORD of 'color copies' of your documents, proofs of service, Post Office Green Cards, Mail Receipts, Firm Mailing Book page in a binder with all

documents in those protective plastic sheets! This is really impetrative… to keep YOUR Record exact and at your finger-tips when needed.

COMMENTARY ON THE SECURITY AGREEMENT, i.e., REDEMPTION

One cannot function within commerce as the creditor, without first securing the trade-name (Straw-man) via security agreement and common law copyright placed on the UCC-1. THIS IS VITAL! (see Section 5)

1. A properly filled out, signed and Notarized security agreement with its "identifier" and item number is placed on the UCC-1. (See Section 5 and the CD) Be sure to read it over a few times. (Same thing applies to the other documents also found in Section 5.)

2. Do not file (send) bills of lading, certificate of title, etc. DO NOT GIVE UP 'holder in due course' status in relation to these various documents and instruments! The exception here is the Birth Certificate, which after being stamped and filled in, make a color copy and send the 'original certified-copy' as part of the Charge-Back Process to the Secretary of the Treasury.

3. Keep in your possession all documents, receipts, instruments, etc. that are accepted for value, as holder in due course…against the Straw-man!

4. 'They' (government, etc.) did not steal your rights…because you're not a party to the Constitution. "They' stole your 'TITLES!' because rights are *incident* to the *titles* we hold. (see Droit Droit – in Black's Law) If you have no title, you have no rights!

   NOTE: Prior to February 21, 1871, there was a National Government! Since then, no one lives there! Same with all fifty states, even with a handwritten Original Organic Constitution of the fifty states – you could say or prove that you live in a Republic! But that Constitution never applied to you as well. Since 1889 (and thereabouts), for most western states, those Constitutions have been re-written. They're not organic/original - their 'federal!' It's of the federal commercial sub-division, aka municipal corporation – in the federal zone known as Washington, D.C. … of which you are not a party to!

   [It's a Military District Corporate Commercial Venue!]

5. If one does not take the security interest and 'capture' all property to the private side - away from the public *juris* – you won't have standing (in court) when you do an acceptance!

6. SCENARIO – You walk into court – the Judge says, "Are you the defendant?" You answer, "Yea!" Judge then says, "OK- Sit Down. Shut-up. Don't bring up any of this Constitution crap-if you talk I'm gonna have you (your debtor/slave) gagged, 'CAUSE I'VE GOT TITLE OVER YOU!!!"

7. Title is either real or imaginary. When a baby is born, by definition it is considered "goods." When the birth certificate or live birth report is made, it's the Title! Certificate of live birth is the evidence of Title. It's not a bill of lading, it's an indenture! The live birth report is the title (Birth Certificate) and that's what's registered in the Department of Commerce – D.C. and the 'Corporation' created (the ens legis) is what is registered under the IRS Trust #62 in Puerto Rico! That's why your Debtor is the corporate entity (Ens legis) because of the registration of that 'corporate-fiction.' You're deemed the beneficiary – you owe them the tax for the

maritime venture for profit and corporate gain on the *'corporate activity'* of your Debtor! So now when you receive the IRS form 1040 in the mail, you'll know why!

NOTE: APPLY REASON, LOGIC AND COMMON SENSE! See TRESPASS (Black's Law, etc.) Trespass always deals with titles! ONLY the *Supreme Courts* of the fifty states have the judicial power to make determinations over true titles! See COMMON LAW PLEADING by West Group) The lower agencies and administrative courts are *ADMINISTRATING YOUR PLEDGE AND THE BANKRUPTCY!!!*

8. SO NOW- with a proper security agreement and a UCC-1, with all listed property and if, for instance, you're pulled over on a traffic stop and you say to the officer, "Who are you talking to? When you address the defendant, are you talking to the debtor or the creditor? You see, I'm the signatory here, a secured party /creditor-holder in due course with standing to defend MY TITLE to the goods!" Therein, the agent and the black robed *administrator* does not have SUBJECT MATTER JURISDICTION over the case! They have NO pledge to administer!

9. It's a two-edged SWORD! Either "they" have the Title or "you've" got it! There's only one way to get it, and that's to give value for its first (via security agreement). Only by giving value for it can you acquire rights to it! And to have perfect and complete Title, you have to have the right to possess it! You can only establish the right to possess it if you give value for it. Value can be 'affection,' it is enough to create 'consideration' for contract/agreement. Same applies to 'duty' and 'sacrifice!'

10. There are FOUR ELEMENTS of Title; 1) Possession, 2) use, 3) Time, and 4) Interest… after your security agreement is in place.

Can you not 'argue,' 'show,' and 'prove' **possession, use and time** as applied to any such property in discussion here, i.e., your fishing pole, dog, wash machine, car, house, land, debtor, etc… whatever… and of these you only have ***possession***… being ***9/10ths of the law***. Where's the other 'tenth' percent? Who's got it? In what form? By what agreement and who controls that 'interest'? And without it, YOU do not have TITLE!

So here's the Million Dollar Question; How are YOU going to now establish that so you have the interest in that particular piece of property… whereby if you do, along with possession, use and time and with the interest now established you would have all four elements of Title to have TITLE?

Well, for that answer, you have to see the Wizard, the wonderful, wonderful Wizard of Oz and due to his very busy schedule and certainly upon payment of the One Million Dollars in money of account, the Wizard would most likely step around from behind the curtain, shake your hand and congradulate you on your journey so far and he'd remind you of your possession, use and time and then he'd lean over and wisper into your ear and say; *"to establish the interest in your property, you have to file a UCC-1 or a UCC-3 lien on the property-first in line and first in time! And then you'd have superior security interest and Title!"*

Basic Steps for Redemption:

1. Create your Security Agreement – place it on the UCC-1 with its 'Item #' and be sure to place the item number at the lower left hand corner of your security agreement (lower right hand corner in the footer portion of the page.) (Your Security Agreement should be signed, dated and notarized before your UCC-1 is filed!)

2. File UCC-1 in relation to Debtor, Birth Certificate, SS# Account, Driver's License, Marriage License, any other license, permits, etc. See UCC-1 text. UCC-1 is filed with Secretary of State.

3. Prepare and do up your: Power of Attorney, Common Law Copy Right Notice and the Hold Harmless Agreement. Be sure to assign 'identifier' numbers to each document, Sign and Notarize each where needed, and be sure documents and their 'identifiers' are on the UCC-1.

4. Place 'value' of B.C. on UCC-1 and/or UCC-3 (corrective) Amendment at $100,000,000.00. (One Hundred Million!) Stamp Birth Certificate with 'Acceptance for Value and Honor' stamp and fill in the appropriate fields and sign in Blue Ink.

5. Prepare the CHARGE BACK PROCESS, i.e.,:

   Cover Letter
   Bill of Exchange (this one – ONLY for this process!)
   Birth Certificate
   True and Correct copy of UCC-1 (and UCC-3 if necessary)
   1040-ES

   …Ship to Secretary of Treasury-U.S., Mr. Timothy Geithner, via FedX, UPS or DHL

   Note; Occasionally, the Secretary is replaced or resigns… so it becomes necessary to verify the 'current' name of the Secretary of the Treasury… just in case. Use the internet or pick up the phone via 'information operator,' get the number and call the S.O.T. office and get the name of the Secretary… if necessary!

6. Make 'color' copies (of signature pages and those that have color!) and 'black-n-white' copies of the rest of your original documents before shipping/mailing. It is also suggested that you make a 'second' set of original documents, signed in blue ink, so that as needed, you can make regular copies and place them under COPY CERTIFICATION! Keep all 'originals' in a safe place.

READY? …NOW PROCEED TO SECTION 5

SECTION V

BECOMING A 'SPC' – SECURED PARTY CREDITOR

SECURED PARTY CREDITOR

In Section 4 of this Redemption Manual 4th Edition we covered the information relative to the Straw-man. And now, we'll go into the information and steps necessary for you to become the Secured Party Creditor (SPC). Once complete, you will have established the foundation of 'standing and capacity' to manage the commercial affairs of your debtor, and the 'standing and capacity' to address and discharge* all corporate and public monetary claims made against the Straw-man (your 'artifical corporate debtor-person-entity'). *not all of the ways to discharge are covered in this manual, only one, for low level matters.

While SPC status rebuts the presumption that you are property of the state, you must still bargain for your rights as the private Man/sovereign. Only citizens (slaves) of the state have privileges. For sovereigns, rights without contract are a fantasy. If you do not see your image in the depiction of the founding fathers at the signing of the Declaration of Independence and the Constitution of the United States, you are not party to the contract. This last statement may be a shocking revelation to many of you, but it is nonetheless true. If you did not gather in private discussion with your fellow man for the purpose of determining how you wish to govern and be treated by other sovereigns - if you have not framed a declaration of your rights for which you pledge your life, your wealth, and your sacred honor, as did the signatories to the U.S. Constitution, then you have but one unilateral right - to institute a claim. However this right is negated under the *Declaration of International Rights and Duties of the Individual*, which reads as follows:

> *"VII. Every individual is entitled to be protected and assisted by the state to which he belongs, in the manner and form established by treaties and by international law.* ***No individual*** *who, according to the law of the state against which he* ***institutes a claim,*** *as a* ***citizen of that state, shall be entitled to such protection"****.* The United Nations Conference on International Organization page 105, Department of State publication 2490, Conference Series 83, 1946.

The following information and instructions will guide you through the complete process of becoming a 'Secured Party Creditor'. It is highly recommended that you read through the instructions until you are comfortable with the overall process before proceeding with document preparation. Every effort has been made to provide clear and complete instructions for all phases of the process. Be forewarned that accuracy is essential to the process and there is considerable detail involved. Plan on setting aside one full day or more to complete this process in its entirety. We recommend that you work in an environment that is free of distractions. If, after reviewing the instructions, you would prefer to have the process completed for you, we have set up a service to accommodate your needs. Just give us a call or drop us a line. (See our address and phone number on page 3 and 651).

REQUIRED RESOURCES

The following resources are required to complete the processes outlined in this section of the manual. If you do not have your own computer, you may rent one at any Kinko's Copy Center. To locate a Kinko's nearest you, go to the website www.kinkos.com and enter your zip code in the locator tool. Microsoft Windows equipped computers and internet connections are also available at most libraries.

1. A blue-ink pen for the signatures on all original documents

2. A recent version of the Microsoft Windows operating system; 2000 (NT 5) or Windows XP (Home or Professional version) or similar.

3. Microsoft Word 2000 or later

4. Adobe Acrobat (on Bonus CD)

5. Internet connection

6. Preferably a Laser Printer

7. Air bill from a private courier such as DHL, FedEx, etc., to be used in the Charge Back process.

8. Accepted for Value Stamp. This stamp will be used to on the Bill of Exchange for the Birth Certificate in the Charge Back process, to be explained later. You may have one made at a stamp maker or order one from the American's Bulletin for $38.00, shipping included.

ACCEPTED FOR VALUE & HONOR - EXEMPT FROM LEVY
For my Remedy, Release the Proceeds, Products,
Accounts, and fixtures in the Orders(s) to Me
Immediately in the accordance with the Public Policy,
HJR-192, UCC 10-104 and UCC 1-104
Exemption ID # _____
UCC Contract Acct. # _____
Value: $_____ Date: _____
/s/_____

See 'Book List' at end of book or current copy of The American's Bulletin or request 'TAB's Book Catalog for 'Accepted for Value Stamp' and cost! Or go to americansbulletin .com ... to see the Ink Stamps in our 'Bookstore'.

9. Notary Public. Notaries are available at most real estate offices, banks, public accountants, and attorney offices.

Note 1: While we don't advise it, under extreme circumstances, *e.g.*, incarceration or no access to computer, you can complete this process manually by mail. We have included a complete set of documents in which lines have been inserted in place of all required information fields. The process can also be completed with a typewriter. You can use the manual forms, or type all the documents from scratch, at your option. However, it is best to have an outside party or family member with power of attorney and a computer to do the process for you. They can do a much better, and more professional appearing job, on the documents... on computer! **DOING THE PROCESS ON COMPUTER AND THE ELECTRONIC FILING BY COMPUTER IS THE WAY TO GO!**

Note 2: If your copy of the Redemption Manual 4th Edition was mailed to a penal institution the Bonus CD is considered contraband, and the CD was mailed to your friend/outside family member.

Note 3: If you have a non-windows computer, you will have to translate the instructions to make appropriate allowances for your platform and software. We have provided plain text (ASCII) versions of all the documents on the Bonus CD to save you the effort of retyping the text. These files can be opened in any text editor and reformatted.

TERMINOLOGY

BLUE-INK-SIGNATURE. Your signature written in blue ink. Documents with a single blue-ink-signature are originals to be kept in pristine condition by the document custodian. Originals are only used to make true and correct copies or copies for certification by notary.

CHATTEL PAPER. "Chattel Paper" means a writing or writings which evidence both a monetary obligation and a security interest in a lease of specified goods, but a charter or other contract involving the use or hire of a vessel is not chattel paper. When a transaction is evidenced by both a security agreement or a lease and by an instrument or series of instruments, the group of writings taken together constitutes chattel paper. UCC 9-105(b)

COLLATERAL. "Collateral" means the property subject to a security interest, and includes accounts and chattel paper which have been sold. UCC 9-105(c)

COPY CERTIFICATION. A procedure for authenticating a copy of an original document mailed to a recipient. The original is copied in color then notarized and recorded on a special notary form: "Copy Certification by Document Custodian." The competed, notarized form is your record, should it be necessary to defend the authenticity of the copy. The tracking number used to ship the documents is usually referenced on the notary form along with the list of documents.

DOCUMENT CUSTODIAN. A keeper of records. If you have a trusted friend who can assist you in times of emergency, sign a Power of Attorney to them and let them keep your originals and/or master copies. Otherwise you are the Custodian.

DOCUMENT TRACKING NUMBER. Identifier such as a Certified or Registered Mail

Number used by the US Postal Service, or the tracking number used by a courier service such as Airborne Express, FedEx, etc., and is usually placed in the header section on every page of a document set. The *document tracking number* will be used in the record book of a notary to identify documents which are copy certified.

INDICIA. Signs, indications. Circumstances which point to the existence of a given fact as probable, but not certain. For example, "*indicia of partnership*" are any circumstances which would induce the belief that a given person was in reality, though not ostensibly, a member of a given firm.

L. Marks; signs; appearance; color. In civil law, circumstantial evidence—facts which give rise to inferences. In common law, indications of character: as *indicia* of authority, of fraud, of title. *Anderson's Dictionary of Law* 1996

INFORMATIONAL FILING. An informational filing is a separate UCC-1 filing mailed first class into another state, based upon the original (primary) filing, *i.e.*, uses the same filing number. It may be necessary to file up to two informational filings depending on where you are domiciled or the state that you use for your mailing address. Informational filings must be accepted per U.S. Constitution, Article 4, section I. The only difference between an informational filing and your primary filing is the information that you place in box 4 of the UCC-1. For the information filing, the text in box 4 should reads as follows:

> "This is an Informational filing, original UCC-1 filed in Washington state, UCC-1 Financing Number **UCC1-1_FILING_NO**, dated **MONTH_NAME**, **DAY_NO**, **YEAR_NO**."

Use the following table to determine the number of informational filings you will need to complete:

Primary Filing State	State Domiciled	Birth State	Informational Filings
Washington	Washington	Washington	0
Washington	Washington	California	1
Washington	Oregon	California	2

PLEASE NOTE; Some States still refuse to file the informational filing, sent in by mail of course, and if that's the case you experience, don't' stress out. Try to get your funds back and go on with what you have to do.

STRAW-MAN. The corporate fiction, ENS LEGIS, or juridical person established by registration of your birth certificate. The Straw-man/debtor is your nexus to the Matrix. Through it, you have and control the 'vessel', to go into the Matrix to handle the commercial affairs of your debtor.

TRUE AND CORRECT COPY. A black and white copy of an original document on which a second signature line is drawn in below the original signature and signed in blue ink.

UNIQUE IDENTIFIER. An arbitrary string of characters that encodes information about a document with requirement that it must, with reasonable certainty, uniquely identify a given document from all other documents in the universe of documents. A Unique identifier shall be placed on every page of a document where the instructions call them out. A page number is also recommended for each page to identify it should it become separated from its page set.

CONVENTIONS

RECORDS: It is strongly recommended that you only use your original documents to make two color master copies and retire the original to your files immediately for safe keeping. If you are not equipped with a small fire proof safe, and can obtain one, this is also highly recommended. Take the two master copies per original document to a notary for certification. Keep one master copy for duplication, and warehouse the other master copy in another physical location with a trusted document custodian or safe location.

SIGNATURE COLOR CODES:

Document Type	Color Code
Agreements, Contracts, Cover Letters, Things in Commerce	Blue-Ink
Affidavits	Red-Ink
All others	Black

SHIPPING: When you manage your commercial affairs as a secured party creditor you are operating in the capacity of a private banker. It is therefore advantageous to use a United States Post Office REGISTERED MAIL or a private courier service such as FedEx, UPS, DHL, etc., especially with instruments that have a high dollar value, for example, the Charge Back/Bill of Exchange protion of the process, as used in said charge back process; a 100 Million dollar commercial instrument. There are several important advantages:

1. Since a private courier is not 'directly' an agency of the government, you cannot be charged with sending "funny" documents in the US Mail - (Mail Fraud; Title 18, § 1334).

2. Most of the private carriers offer over-night service. Keep in mind, Registered mail sent long distances via the US Postal Service may take several days to arrive. For all other matters, Certified Mail with 'Green Card' is OK, but green cards have been returned back late, unsigned, etc.! We STRONGLY recommend that you use one of the private couriers for the Charge Back process or Registered mail.

DOCUMENT IDENTIFICATION: The following primary documents will require a unique identifier to be placed in the footer section of every page. The cover letter, bill of exchange, Birth Certificate Accepted for value and 1040ES do not require a unique identifier.

Document	Unique Identifier (sample only)
Security Agreement	**SA-011717061776BFF**

Power of Attorney	**POA-011717061776BFF**
Bill of Exchange	**BOE-011717061776BFF**
Common Law Copyright	**CLC-011717061776BFF**
Hold Harmless Agreement	**HHA-011717061776BFF**

The following components were used to build the unique identifiers used in the sample documents:

1. Document Title Abbreviations:

Document	Abbreviation
Security Agreement	**SA**
Power of Attorney	**POA**
Hold Harmless & Indemnity Agreement	**HHA**
Common Law Copyright	**CLC**
Birth Certificate Bill of Exchange	**BOE**

2. Date of Birth: **01171706**

3. Last 4 digits of Social Security Number: **1776**

4. Initials: **BFF**

5. **Or you can use the current Date, i.e., 061509-1/POA/BFF. The '-1' is a document 'sequence' number if have more than one document you will be creating and filing or sending out. In this matter, you'll be creating the above 5 documents, and so use 1,2,3,4,5 per each document. The first being the SA, the 2nd being the POA, etc., in what order you choose, SA being the First and the rest in whatever sequence you create them and their 'Item #'.**

We recommend that you create all five unique identifiers called out in the table above prior to beginning document preparation. That way you will have them available to 'drop' in to the documents as the need arises. This will also help you to stay focused on details important to completing your paperwork accurately. If you are not familiar with how to create custom footer information the following brief tutorial is offered as a guide.

1. Open Microsoft Word, if you have access to the required computer resources, so you can follow along with the instructions.

2. From the **View** menu select the submenu **Header and Footer**. The header and footer areas of the page will then display in dashed outline and a popup menu will display to assist you in composing the 'boiler plate' text for the page.

3. Position your mouse over the icons to display the help text. There are icons for placing page numbers in a variety of formats, as well as date and time information. You can use the formatting toolbar at the top of the page to position any selected text.

4. If the toolbars that you are wanting are not displayed, right click in the toolbar area for a pop-up list of available tool bars.

5. When you are done composing your headers/footers, click the close button on the pop-up menu to resume normal program mode.

6. Once you have placed text in the header/footer area of the page, you can activate the header/footer mode again to re-edit by simply double clicking on any text that appears in that area of the page.

   Note: Header and footer information only needs to be entered for a single page. The software will automatically update all the other pages based on your initial entry.

DEBTOR ADDRESS: We recommend that you secure a **Post Office Box** for the use of your Debtor as it pertains to your UCC-1 filing. This breaks the association that is presumed between the domicile of the living, breathing man with that of the fiction (Straw-man).

SECURED PARTY NAME: If you really want to create a distinction between Debtor and Secured Party, and have ever wanted to change your name, there has never been a better opportunity than when filing your UCC-1. In the matrix, the masters want the juridical person (the slave) to petition (ask permission) the court if they want a name change.

ADDRESS AND SIGNATURE BLOCK: We recommend that you pay special attention to the following forms for indicating your address. These important mechanisms, while subtle, carry important meanings with regard to establishing and noticing those whom you deal with as to what jurisdiction you are moving in. It is insurance that you may wish you had, should one of your agents injure you.

1. Sample letter head to your agents:

From: FOR ALL COMMUNIQUES ELSEWHERE:
"Without Prejudice"
Benjamin Freedom Franklin©, Authorized Representative
d/b/a BENJAMIN FREEDOM FRANKLIN©, DEBTOR
ONE-SEVEN-SEVEN-SIX Redemption Road
City of Baltimore, Maryland, united States of America
DMM Reg. Sec, 122.32; Public Law 91-375, Sec. 403

If you're going to use a zip code... place it in brackets:
[12345]

To: Office of the Attorney General, State of Illinois
d/b/a Lizzy Madiam, Attorney General of Illinois
7777 Argus Blvd., Suite 999, Rock Island, IL 61107
(309) 777-7777

You know that the agent has recognized that you are not moving in their jurisdiction when they send you a return response with the address formatted like the following: Notice what they have written for a zip code.

BENJAMIN FREEDOM FRANKLIN
P.O. BOX ONE-SEVEN-SEVEN-SIX
CITY OF BALTIMORE, MD 00000

The phrase "Without Prejudice" should be used whenever you use your name and address. The convention "FOR ALL COMMUNIQUES ELSEWHERE" is like declaring your public bulletin board. In essence, you are saying, "If you want to notice me, this is where you 'post' your notice." The use of the Zip Code is voluntary per Domestic Mail Services Regulations, Section 122.32. You should also know that the Postal service cannot discriminate against the non-use of the ZIP Code. Postal Reorganization Act, Section 403, (Public Law 91-375). The federal government utilizes the ZIP code to prove that you reside in a "federal district of the District of Columbia." This is why the IRS and other government agencies (state and federal) require a ZIP Code when they assert jurisdiction by sending you a letter. They claim that this speeds the mail, but this is a sly and subtle TRICK. It is also PRIMA FACIE evidence that you are a subject of Congress and a "citizen of the District of Columbia" who is "resident" in one of the several States.

2. Sample signature block: (is placed on the right hand side of the page – off center!)

Sample:

Sincerely,

Without Prejudice/All rights reserved

/S/_____
..your name here.., Secured Party Creditor, Authorized Representative, Attorney-In-Fact on behalf of **BENJAMIN FREEDOM FRANKLIN©**, Ens legis

FIELD IDENTIFIERS

Field identifiers are place holders for data that you will supply to customize the documents listed in the PROCESS OVERVIEW (below) for your own use. For illustration we have provided sample documents with field data for the fictitious person BENJAMIN FREEDOM FRANKLIN. The following information and formats will be used to complete the documents. You are responsible for adapting this data to suit your particular circumstances—the data here is for EXAMPLE PURPOSES ONLY.

Data	Format	Identifier
Birth Certificate Registration Number	BC#: 007-10101	**BC_REG_NO**
Birth Date	01171706	**BIRTH_DATE**
County	Jackson	**COUNTY_NAME**
Day Number	10th	**DAY_NO**
Debtor Address	P.O. BOX 1776	**DT_ADDRESS**
Debtor City	BALTIMORE	**DT_CITY**
Debtor Country	USA	**DT_COUNTRY**
Debtor Name	BENJAMIN FREEDOM FRANKLIN	**DT_NAME**
Debtor State	MD	**DT_STATE**
Debtor Zip Code	21201	**DT_ZIP**
Exemption ID	101881776	**EXEMPTION_ID**
Month Name	October	**MONTH_NAME**
Month Number	10th	**MONTH_NO**
Month & Day	July 4th	**MONTH_AND_DAY**
Salutation	Mr., Mrs., Ms.	**SALUTATION**
Secured Party Address	c/o 1776 Redemption Road	**SP_ADDRESS**
Secured Party City	Baltimore	**SP_CITY**
Secured Party Country	united States of America	**SP_COUNTRY**
Secured Party Name	Benjamin Freedom Franklin	**SP_NAME**
Secured Party State	Maryland state	**SP_STATE**
Secured Party Zip Code	[21201]	**SP_ZIP**
Social Security Number	101-88-1776	**SSN**
State Name	Oregon	**STATE**
Last Name (Treas. Sec.)	Snow	**SOT_LNAME**
Full Name (Treas. Sec.)	John W. Snow	**SOT_NAME**
Unique Identifier	N/A	**UNIQUE_ID**
Year Spelled Out	Two-Thousand-Four	**YEAR_SPELLED**
Year Number	2009	**YEAR_NO**

PROCESS OVERVIEW

1. Collect all evidence (indicia) of adhesion (contracts, licenses, permits, etc.). These will be listed in box 4 of your UCC Financing Statement, a.k.a., UCC-1.

    - Birth Certificate Registration Number
    - Library Card Number
    - Social Security Number
    - Vehicle License Numbers (drivers, boating, and or pilots license)
    - Fish and Game Licenses
    - Marriage license Number
    - Passport Number
    - Professional License Numbers, *e.g.*, Accountant, Contractors, Doctor, Engineering, Ministerial, etc.
    - Any other licenses or permits

    Note: Even if you've been living in a cave for most of your life and you have just 'popped' out and discovered redemption, you can still become a secured party. Box 4 on your UCC-1 would then reference only the four primary documents. Your biological property (the only property that you would have in this case) is secured in the Security Agreement. The purpose for filing in this case would be to pre-empt the potential liability for becoming ensnared in the matrix. You are a "deer in the headlights" and will most likely be eventually captured. Since you would not have a birth certificate, the Charge Back process could not be completed.

    Note: If you have been separated from your 'indicia of adhesion' contracts (licenses, permits, etc.) by loss (theft or fire), they can be placed on a UCC-3 at a later time, including any other contract numbers from licenses or permits, etc., by completing a UCC Financing Statement Amendment, a.k.a., UCC-3. See details at the end of this section of the manual.

2. Documents Referenced in the UCC Financing Statement (UCC-1):

    - Security Agreement
    - Power of Attorney
    - Common Law Copyright
    - Hold Harmless & Indemnity Agreement

3. UCC Financing Statement (UCC-1)

4. Documents used in the Chargeback Process:

    - Cover Letter to Sec. of the Treasury; Timothy Geithner (2006 forward?)
    - Bill of Exchange (letter format) for Birth Certificate
    - Birth Certificate Accepted for Value

- True and correct copy of UCC Financing Statement (UCC-1)
- 1040 ES

Submitting of documents to the Secretary of the Treasury of the United States.

5. UCC Financing Statement Addendum (UCC-3)

You will notice that there are sample forms filled out in the name of "Benjamin Freedom Franklin." Read and review the forms. Following the form is a generic copy of the form. It is not suggested that one copy any of the forms out of the book and 'fill-in' the blanks with pen, as it reduces the professional appearance of the forms. The 'Blank' forms are on the 'CD' to pull up on your computer to input your information to prepare the form for your process/filing on computer, or having the forms copied whereby you can use a typewriter if that is all you have!

See the data sheet for the particular placement of the required information on each document. The security agreement, in principle, should be done first, signed and notarized, as it is the first agreement between your debtor and you.

AS TO FOOTERS:

The footer in all of your documents should look like the following: (sample:)

1 of 7 – Affidavit in Support of Discharge **Item # 102509-1/ASD/BFF**

Note; the item number can be the date you created the document, for simplicity. The -1 is the document in sequence if any, i.e., 1,2,3,4,5 as created where there may be multiple documents per any particular matter.

The only **EXCEPTION** is the style of the footer of the Security Agreement! Sample indication within that section and the footer appears on CD file obviously! You can change it any way if you wish!

AS TO NOTARIZING:

NOTE: In respect to the following documents that require notarizing, understand that you have to go to a 'State Commissioned Officer/Notary' of the State for Notarizing, who is ONLY to acknowledge (validate your signature!). it is not their function to analyze or give legal opinion as to your documents or whatever you are notarizing.

As per your signature block of where you sign before a Notary, it is best to only sign where the SPC is to sign and then have the Notary notarize thereon… then later, print your Debtor's name in the space above where you signed!

SECURITY AGREEMENT

Note: The instructions in this section assume that you have the required resources. However, if you are completing the process manually or with a typewriter, you can still follow along. Whenever forms are called out, you may substitute a copy of the appropriate form from the 'CD' in Section 10, or type one from scratch at your option.

SECURITY AGREEMENT: The Security Agreement is the first document that must be filled out and notarized before proceeding with the rest of the process because it is the authority or basis for becoming a Secured Party Creditor. It is the agreement that transfers a security interest in personal property between the public side debtor (Straw-man) and the private-side creditor (secured party). The security interest is normally perfected either by the creditor taking possession of the collateral or by filing financing statements in the proper public records. Once security agreement is perfected (filed first in time-first in line), you as creditor has first priority right of possession, and lien. (The UCC-1 or 3 establishes 'superior security interest and lien' bad *replacement title* in the property as supported by your security agreement. Since all property has been pledged to the state and owned by the International Bankers, it now has been 'redeemed' after the filings (UCC-1 & 3's).

1. Place the bonus CD in your drive and open the file: "Security Agreement." You can use the sample to guide you in preparing your Security Agreement. For those of you who do not have the Bonus CD, the samples follow these instructions.

2. Now open the file "Security Agreement", and Double-click on the footer section. Replace the single instance of UNIQUE_ID with the document ID that you have chosen for your Security Agreement, and the two instances of SP_NAME. After replacing each identifier, click the **B** button on toolbar to deselect the bold text and change the font color back to black with the A drop-down tool on the toolbar. When you are done, close the pop-up toolbar and go to the top of the document.

3. Scan the pages called out in the table below and replace each identifier listed in the table with your personal information. All identifiers are color coded in bold text for easy identification. After replacing each identifier, click the button toolbar to deselect the bold text, and change the font color back to black with the drop-down tool on the toolbar.

Document	Page #	Item #	Identifier
Security Agreement	1	1	DAY_NO (Day Notarized)
		2	MONTH_NAME (Month Notarized)
		3	YEAR_NO (Year Notarized)
		4	DT_NAME
		5	SSN
		6	SP_NAME
		7	DT_NAME
		8	DT_ADDRESS
		9	DT_CITY

		10	DT_STATE
		11	DT_ZIP
		12	SSN
		13	SP_NAME
		14	SP_ADDRESS
		15	SP_CITY
		16	SP_STATE
		17	SP_ZIP
		18	SP_COUNTRY
	2	1	DT_NAME
		2	SP_NAME
		3	DT_NAME
	3	1	UNIQUE_ID (BOE)
	9	1	COUNTY_NAME
		2	STATE_NAME

4. Print the name of your Debtor in all capital letters, and sign the name in upper and lower case, using the format of your secured party name. Both signatures must be in blue-ink.

5. Notarize your original and then make 4 or 5 color copies (Place the original and two color copies in a safe place)... But take one of those, make 4 or 5 black-n-white copies, of which on these, in the margin area below the 'black signature,' draw a line and sign on the line in Blue Ink! These are 'True & Correct' copies... to be used as exhibits and/or mailed out as needed.

6. **Note**; Per the new SCHEDULE A, in filling that portion out, after reading it, use common sense in filling in the blanks!

Sample Security Agreement follows:

Note; the follow Security Agreement has been upgraded and expanded!

SECURITY AGREEMENT

NON-NEGOTIABLE

This Security Agreement is made and entered into this 10th day of October 2009 **[1]** by and between BENJAMIN FREEDOM FRANKLIN **[2]**, DEBTOR, hereinafter "DEBTOR," SOCIAL SECURITY ACCOUNT NUMBER101-88-1776, and Benjamin Freedom Franklin **[3]**, Secured Party, hereinafter "Secured Party." If any part or portion of this Security Agreement is found to be invalid or unenforceable, such part or portion shall not void any other part or portion as reasonably segregable from said part(s) or portion(s). The Parties, hereinafter "Parties," are identified as follows:

DEBTOR [4]

BENJAMIN FREEDOM FRANKLIN [AN ARTIFICIAL CORPORATE ENTITY / PERSON]
P.O. BOX 1776
BALTIMORE, MD 21201
UCC CONTRACT TRUST ACCOUNT/Social Security Account Number - 101-88-1776 **[5]**

Secured Party [6]

Benjamin Freedom Franklin [a "Personam Sojurn and one of the people of the Posterity"]
c/o 1776 Redemption Road
Baltimore, Maryland state [21201]
united States of America

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

In consideration for the Secured Party providing certain accommodations to DEBTOR, inter alia, to the Secured Party:

Debtor, who deems himself/herself insolvent, hereby under necessity, grants the above Secured party a security interest in the collateral described herein, on any Schedule A's, and as may appear on all UCC filings referred to as 'collateral,' to secure all debtor's property as well as all so-called income from whatever source derived, direct, indirect, absolute or contingent, due or to become due, hereinafter arising, held in any account with its due interest, parole or expressed public indebtedness and liabilities held by Debtor or presented to Debtor, to Secured party in consideration for Secured Party providing certain things and accommodations for Debtor, including but not limited to:

1. Constituting the source, origin, substance, and being, i.e. basis of "pre-existing claim," from which the existence of DEBTOR was derived and on the basis of which DEBTOR is able to function as a transmitting utility to conduct Commercial Activity as a conduit for the transmission of goods and services to the Secured Party, and to interact, contract, and exchange goods, services, obligations, and liabilities with other DEBTORS, corporations, and artificial persons in Commerce;

2. Signing by accommodation for DEBTOR in all cases whatsoever wherein any signature of DEBTOR is required;

3. Issuing a binding commitment to extend credit or for the extension of immediately available credit, whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection;

4. Providing the security for payment of all sums due or owing, or to become due or owing, by DEBTOR; and

5. Constituting the source of the assets, via the sentient existence, exercise of faculties, and labor of the Secured Party, that provide the valuable consideration sufficient to support any contract which DEBTOR may execute or to which DEBTOR may be regarded as bound by any person whatsoever, DEBTOR hereby confirms that this Security Agreement is a duly executed, signed, and sealed private contract entered into knowingly, intentionally, and voluntarily by DEBTOR and Secured Party, wherein and whereby DEBTOR:

   a. Voluntarily enters DEBTOR in the Commercial Registry;

   b. Transfers and assigns to the Secured Party a security interest in the Collateral described herein below; and

   c. Agrees to be, act, and function in law and commerce, as the unincorporated, proprietary trademark of the Secured Party for exclusive and discretionary use by the Secured Party in any manner that the Secured Party, by Sovereign and Unalienable Right, elects.

PUBLIC LAWFUL NOTICE

Filing of this Security Agreement by the Parties constitutes open, lawful, public notice that:

1. The law, venue, and jurisdiction of this Security Agreement is the ratified, finalized, signed, and sealed private contract freely entered into by and between DEBTOR and the Secured Party as registered herewith.
2. This Security Agreement is contractually complete herein and herewith and cannot be abrogated, altered, or amended, in whole or part, without the express, written consent of both DEBTOR and the Secured Party.
3. The Secured Party signing, signs by accommodation for the DEBTOR, when necessary, in every manner where the debtor's signature is required. The Secured Party reserves the right to make sufficient claims to secure such indebtedness until satisfied in whole.
4. The Secured Party as Creditor, with standing and capacity, agrees to issue or extend credit, on behalf of the DEBTOR, whether or not such credit is drawn upon or not reimbursed in the event of difficulties in collection thereof.
5. DEBTOR is the commercial transmitting utility, and unincorporated, proprietary trademark of the Secured Party with DEBTOR name being common law copyrighted and all property of DEBTOR is the secured property of the Secured Party.
6. Any unauthorized use of DEBTOR or DEBTORS name in any manner that might influence, affect,

pertain to, or be presumed to pertain to the Secured Party in any manner is expressly prohibited without the written consent of the Secured Party.

7. DEBTOR declares it is an 'Ens legis' legal entity recognized as such and has rights and privileges recognized under the laws the UNITED STATES, Inc., and has been the case since its creation in BIRTH YEAR **[15].**
8. All legal means to protect the security interest being established by this Agreement will be used by the Secured Party whenever necessary and all support needed by the Secured Party to protect his/her security interest in the collateral herein identified or otherwise added will be provided by the Secured Party including but not limited by commercial/tort lien process, by agreement of the DEBTOR.

Execution of this security agreement incorporates a promise that the DEBTOR will direct the execution of such commercial forms, including but not limited to financing statements such as may be necessary to assure that the Secured Party's interest is perfected and protected. The security interest established by this agreement will continue until the Secured Party is relieved of all liability associated herein to the DEBTOR, and until all owing and due consideration to the Secured Party has been delivered, regardless of whether the collateral identified in this agreement is in the possession of the DEBTOR or the Secured Party.

DEBTOR warrants that Secured Party's claim against the collateral is enforceable according to the terms and conditions expressed herein and according to all applicable laws promulgated for the purpose of protecting the interest of a creditor against a debtor.

DEBTOR also warrants that it holds good and marketable title to the collateral, free and clear of all actual and lawful liens and encumbrances except for the interest established therein, and except for substantial interest as may have been privately established by agreement of the parties with attention to the elements necessary to establish a valid contract under international contract law.

Public encumbrances presented to or belonging to the DEBTOR against the collateral shall remain secondary to this agreement, unless registered prior to the registration of Secured Party's interest in the same collateral, as is well-established in international commercial law.

GENERAL PROVISIONS

Possession of Collateral

Collateral or evidence of collateral may remain in the possession of the debtor, to be kept at the address given in this agreement by the debtor or such other place(s) approved by Secured Party, and notice of changes in location must be made to the Secured Party within ten (10) days of such relocation. Debtor agrees not to otherwise remove the collateral except as is expected in the ordinary course of business, including sale of inventory, exchange, and other acceptable reasons for removal. When in doubt as to the legal ramifications for relocation, debtor agrees to acquire prior written authorization from the Secured Party. Debtor may possess all tangible personal property included in collateral, and have beneficial use of all other collateral, and may use it in any lawful manner not inconsistent with this agreement, except that debtor's right to possession and beneficial use may also apply to collateral that is in the possession of the Secured Party if such possession is required by law to perfect Secured Party's interest in such collateral. If Secured Party, at any time, has possession of any part of the collateral,

whether before or after an event of default, Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the collateral, if Secured Party takes such action for that purpose as deemed appropriate by the Secured Party under the circumstances.

Proceeds and Products from Collateral

Unless waived by secured party, all proceeds and products from the disposition of the collateral, for whatever reason, shall be held in trust for Secured Party and shall not be commingled with any other accounts or funds without the consent of the Secured Party. Notice of such proceeds shall be delivered to Secured Party immediately upon receipt. Except for inventory sold or accounts collected in the ordinary course of debtor's public business, debtor agrees not to sell, offer to sell, or otherwise transfer or dispose of the collateral; nor to pledge, mortgage, encumber, or otherwise permit the collateral to be subject to a lien, security interest, encumbrance, or charge, other than the security interested established by this agreement, without the prior written consent of the Secured Party.

Maintenance of Collateral

Debtor agrees to maintain all tangible collateral in good condition and repair, and not to commit or permit damage to or destruction of the collateral or any part of the collateral. Secured Party and his designated representatives and agents shall have the right at all reasonable times to examine, inspect, and audit the collateral wherever located. Debtor shall immediately notify secured party of all cases involving the return, rejection, repossession, loss, or damage of or to the collateral; of all requests for credit or adjustment of collateral, or dispute arising with respect to the collateral; and generally of all happenings and events affecting the collateral or the value or the amount of the collateral.

Compliance with Law

Debtor shall comply promptly with all laws, ordinances, and regulations of all governmental authorities applicable to the production, disposition, or use of the collateral. Debtor may contest in good faith any such law, ordinance, or regulation without compliance during a proceeding, including appropriate appeals, so long as Secured Party's interest in the collateral, in Secured Party's opinion, is not jeopardized. Secured Party may, at his option, intervene in any situation that appears to place the collateral in jeopardy.

Public Disputes

Debtor agrees to pay all applicable taxes, assessments, and liens upon the collateral when due; provided that such taxes, assessments, and liens are proved to be superior to the lawful claim established by this agreement and subsequently perfected by the Secured Party by appropriate registration. In the event that debtor elects to dispute such taxes, assessments, and liens, Secured Party's interest must be protected at all times, at the sole opinion of the Secured Party, who may, at his option, intervene in any situation that appears to jeopardize secured party's interest in the collateral. Debtor may elect to continue pursuit of dispute of such taxes, assessments, and liens, only upon production of a surety bond by public claimant(s), in favor of the secured party, sufficient to protect secured party from loss, including all costs and fees associated with such dispute. Should public judgment against the debtor result from such dispute, debtor agrees to satisfy such judgment from its accounts established and managed by the UNITED STATES or its subdivisions, agents, officers, or affiliates, so as not to adversely affect the Secured Party's interest in the Collateral.

Indemnification

Debtor hereby indemnifies Secured Party from all harm as expressed in the attached indemnity bond, incorporated herein as if fully set forth within this security agreement.

SUBORDINATION OF DEBTOR'S DEBTS TO SECURED PARTY

Providing Secured Party, subsequent to the execution of this agreement, perfects his security interest in the collateral by appropriate registration, debtor agrees that its indebtedness to the Secured Party, whether now existing or hereafter created, shall have priority over unregistered claims that third parties may raise against debtor or the collateral, whether or not debtor becomes insolvent. Debtor hereby expressly subordinates any claim that the debtor may have against Secured Party, upon any account whatsoever, to the claim that Secured Party has or will have against the debtor.

If Secured Party so requests, all notes or credit agreements now or hereafter established, evidencing debts or obligation of debtor to third parties, shall be marked with a legend that the same are subject to this agreement and shall be delivered to Secured Party. Debtor agrees, and secured party hereby is authorized, in the name of the debtor, to execute and file such financing statements and other commercial statements, as Secured Party deems necessary or appropriate to perfect, preserve, and enforce his/her rights under this agreement.

FIDELITY BOND

Know all men by these presents, that DEBTOR, BENJAMIN FREEDOM FRANKLIN **[9]**, establishes this bond in favor of the Secured Party, Benjamin-freedom: Franklin **[10]**, in the sum of present Collateral Values up to the penal sum of One Hundred Million United States Dollars (100,000,000.00), for the payment of which bond, well and truly made, DEBTOR binds DEBTOR and DEBTOR'S heirs, executors, administrators, and third-party assigns, jointly and severally, by these presents.

The condition of the above bond is: the Secured Party covenants to do certain things on behalf of DEBTOR, as set forth above in Agreement, and DEBTOR, with regard to conveying goods and services in Commercial Activity to the Secured Party, covenants to serve as a 'commercial' transmitting utility therefore and, as assurance of fidelity, grants to the Secured Party a Security Interest in the herein below described Collateral.

This bond shall be in force and effect as of the date hereon and until the DEBTOR; BENJAMIN FREEDOM FRANKLIN **[11]**, is released from liability by the written order of the UNITED STATES GOVERNMENT and provided that said Debtor's Surety; Benjamin-freedom: Franklin **[10]** may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) day written notice to DEBTOR. No such cancellation shall affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. In such event of notice of cancellation, DEBTOR agrees to reissue the bond before the end of said thirty (30) day period for an amount equal to or greater than the above-stated value of this Security Agreement, unless the Parties agree otherwise.

INDEMNITY CLAUSE

DEBTOR, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses, hereinafter referred to as "Claims" or "Claim," which Claims include, without restriction, all legal costs, interests, penalties, and fines suffered or incurred by the Secured Party, in accordance with the Secured Party's personal guarantee with respect to any loan or indebtedness of DEBTOR, including any amount DEBTOR might be deemed to owe to any creditor for any reason whatsoever.

The Secured Party shall promptly advise DEBTOR of any Claim and provide DEBTOR with full details of said Claim, *inter alia*, copy of any document, correspondence, suit, or action received by or

served upon the Secured Party. The Secured Party shall fully cooperate with DEBTOR in any discussion, negotiation, or other proceeding relating to any Claim.

OBLIGATIONS SECURED

The security interest granted herein secures any and all indebtedness and liability whatsoever of DEBTOR to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and however evidenced.

COLLATERAL

The collateral to which this Security Agreement pertains to, *inter alia*, all herein below described personal and real property of DEBTOR, now owned or hereafter, acquired by DEBTOR, in which the Secured Party holds all interest. DEBTOR retains possession and use, and rights of possession and use, of all collateral, and all proceeds, products, accounts, and fixtures, and the Orders there from, are released to DEBTOR.

Before any of the below-itemized property can be disbursed, exchanged, sold, tendered, forfeited, gifted, transferred, surrendered, conveyed, destroyed, disposed of, or otherwise removed from DEBTOR'S possession, settlement via Notice of Lien herein must be satisfied in full and acknowledgment of same completed to satisfaction of Secure Party.

1. All proceeds, products, accounts, and fixtures from crops, mine head, wellhead, with transmitting utilities, etc.;

2. All rents, wages, and income;

3. All land, mineral, water, and air rights;

4. All cottages, cabins, houses, and buildings;

5. All bank accounts, bank "safety" deposit boxes and the contents therein, credit card accounts, mutual fund accounts, certificates of deposit accounts, checking accounts, savings accounts, retirement plan accounts, stocks, bonds, securities, and benefits from trusts;

6. All inventory in any source;

7. All machinery, either farm or industrial;

8. All boats, yachts, and water craft, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;

9. All aircraft, gliders, balloons, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;

10. All motor homes, trailers, mobile homes, recreational vehicles, house, cargo, and travel trailers, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all ancillary equipment, accessories, parts, service equipment, lubricants, and fuels and fuel additives;

11. All livestock and animals, and all things required for the care, feeding, use, and husbandry thereof;

12. All vehicles, autos, trucks, four-wheel vehicles, trailers, wagons, motorcycles, bicycles, tricycles, wheeled conveyances;

13. All computers, computer-related equipment and accessories, electronically stored files or data, telephones, electronic equipment, office equipment and machines;

14. All visual reproduction systems, aural reproduction Systems, motion pictures, films, video tapes, audio tapes, sound tracks, compact discs, phonograph records, film, video and aural production equipment, cameras, projectors, and musical instruments;

15. All manuscripts, booklets, pamphlets, treatises, treatments, monographs, stories, written material, libraries, plays, screenplays, lyrics, songs, music;

16. All books and records of DEBTOR;

17. All Trademarks, Registered Marks, copyrights, patents, proprietary data and technology, inventions, royalties, good will;

18. All scholastic degrees, diplomas, honors, awards, meritorious citations;

19. All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, computer production or storage of all kinds whatsoever, of DEBTOR;

20. All fingerprints, footprints, palm prints, thumbprints, RNA materials, DNA materials, blood and blood fractions, biopsies, surgically removed tissue, bodily parts, organs, hair, teeth, nails, semen, urine, other bodily fluids or matter, voice-print, retinal image, and the descriptions thereof, and all other corporal identification factors, and said factors physical counterparts, in any form, and all records, record numbers, and information pertaining thereto;

21. All biometrics data, records, information, and processes not elsewhere described, the use thereof; and the use of the information contained therein or pertaining thereto;

22. All Rights to obtain, use, request, or refuse or authorize the administration of, any food, beverage, nourishment, or water, or any substance to be infused or injected into, or affecting the body by any means whatsoever;

23. All Rights to request, refuse, or authorize the administration of; any drug, manipulation, material, process, procedure, ray, or wave which alters, or might alter the present or future state of the body, mind, spirit, or will by any means, method, or process whatsoever;

24. All keys, locks, lock combinations, encryption codes or keys, safes, secured places, and security devices, security programs, and any software, machinery, or devices related thereto;

25. All Rights to access and use utilities upon payment of the same unit costs as the comparable units of usage offered to most-favored customers, inter alia, cable, electricity, garbage, gas, internet, satellite, sewage, telephone, water, www (computer services), and all other methods of communication, energy transmission, and food or water distribution;

26. All Rights to barter, buy, contract, sell, or trade ideas, products, services, or work;

27. All Rights to create, invent, adopt, utilize, or promulgate any system or means of currency, money, medium of exchange, coinage, barter, economic exchange, bookkeeping, record-keeping, and the like;

28. All Rights to use any free, rented, leased, fixed, or mobile domicile, as though same were a permanent domicile, free from requirement to apply for or obtain any government license or permission and free from entry, intrusion, or surveillance, by any means, regardless of duration of lease period, so long as any required lease is currently paid or a subsequent three-day grace period has not expired;

29. All Rights to manage, maneuver, direct, guide, or travel in any form of automobile or motorized conveyance whatsoever without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever;

30. All Rights to marry and procreate children, and to rear, educate, train, guide, and spiritually enlighten any such children, without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever;

31. All Rights to buy, sell, trade, grow, raise, gather, hunt, trap, angle, and store food, fiber, and raw materials for shelter, clothing, and survival;

32. All Rights to exercise freedom of religion, worship, use of sacraments, spiritual practice, and expression without any abridgment of free speech, or the right to publish, or the right to peaceably assemble, or the right to petition Government for redress of grievances, or petition any military force of the United States for physical protection from threats to the safety and integrity of person or property from either "public" or "private" sources;

33. All Rights to Keep and Bear Arms for self-defense of self; family, and parties entreating physical protection of person or property;

34. All Rights to create, preserve, and maintain inviolable, spiritual sanctuary and receive into same any and all parties requesting safety and shelter;

35. All Rights to create documents of travel of every kind whatsoever, inter alia, those signifying diplomatic status and immunity as a free, independent, and Sovereign State-in-fact;

36. All claims of ownership or certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being, i.e. mind, body, soul, free will, faculties, and self, including but not limited to DNA, Blood and Retina Scans, etc;

37. All Rights to privacy and security in person and property, inter alia, all Rights to safety and security of all household or sanctuary dwellers or guests, and -all papers and effects belonging to DEBTOR or any household or sanctuary dwellers or guests, against governmental, quasi-governmental, defacto governmental, or private intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant, except with proof of superior claim duly filed in the Commercial Registry by any such intruding party in the private capacity of such intruding party, notwithstanding whatever purported authority, warrant, order, law, or color of law may be promulgated as the authority for any such intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant;

38. All names used and all Corporations Sole executed and filed, or to be executed and filed, under said names;

39. All intellectual property, inter alia, all speaking and writing;

40. All signatures and seals;

41. All present and future retirement incomes, and rights to such incomes, issuing from any of DEBTORS accounts;

42. All present and future medical and healthcare rights, and rights owned through survivorship, from any of DEBTORS accounts;

43. All applications, filings, correspondence, information, identifying marks, image licenses or travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose, however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein, regardless of creator, method, location, process, or storage form, inter alia, all processed algorithms analyzing, classifying, comparing, compressing, displaying, identifying, processing, storing, or transmitting said applications, filings, correspondence, information, identifying marks, image licenses or travel documents, materials, permits, registrations, and records and records numbers, and the like;

44. All library cards;

45. All credit, charge, and debit cards, and mortgages, notes, applications, card numbers, and associated records and information;

46. All credit of DEBTOR;

47. All traffic citations/tickets;

48. All parking citations/tickets;

49. All court cases and judgments, past, present, and future, in any court whatsoever, and all bonds, orders, warrants, and other matters attached thereto or derived there from;

50. All precious metals, bullion, coins, jewelry, precious jewels, semi-precious stones, mounts, and any storage boxes within which said items are stored;

51. All tax correspondence, filings, notices, coding, record numbers, and any information contained therein, wherever and however located, and no matter by whom said information was obtained, compiled, codified, recorded, stored, analyzed, processed, communicated, or utilized;

52. All bank accounts, bonds, certificates of deposit, drafts, futures, insurance policies, investment securities, Individual Retirement Accounts, money market accounts, mutual funds, notes, options, puts, calls, pension plans, savings accounts, stocks, warrants, 401-Ks, and the like;

53. All accounts, deposits, escrow accounts, lotteries, overpayments, prepayments, prizes, rebates, refunds, returns, Treasury Direct Accounts, claimed and unclaimed funds, and all records and records numbers, correspondence, and information pertaining thereto or derived there from;

54. All cash, coins, money, Federal Reserve Notes, and Silver Certificates;

55. All drugs, herbs, medicine, medical supplies, cultivated plants, growing plants, inventory, ancillary equipment, supplies, propagating plants, and seeds, and all related storage facilities and supplies;

56. All products of and for agriculture, and all equipment, inventories, supplies, contracts, accoutrements involved in the planting, tilling, harvesting, processing, preservation, and storage of all products of agriculture;

57. All farm, lawn, and irrigation equipment, accessories, attachments, hand-tools, implements, service equipment, parts, and supplies, and storage sheds and contents;

58. All fuel, fuel tanks, containers, and involved or related delivery systems;

59. All metal-working, woodworking, and other such machinery, and all ancillary equipment, accessories, consumables, power tools, hand tools, inventories, storage cabinets, toolboxes, work benches, shops, and facilities;

60. All camping, fishing, hunting, and sporting equipment, and all special clothing, materials, supplies, and baggage related thereto;

61. All rifles and guns and related accessories, and ammunition and the integral components thereof;

62. All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas, and towers, and all ancillary equipment, supplies, computers, software programs, wiring, and related accoutrements and devices;

63. All power-generating machines or devices, and all storage, conditioning, control, distribution, wiring, and ancillary equipment pertaining or attached thereto;

64. All computers and computer Systems and the information contained therein, as well as all ancillary equipment, printers, and data compression or encryption devices and processes;

65. All office and engineering equipment, furniture, ancillary equipment, drawings tools, electronic and paper files, and items related thereto;

66. All water wells and well-drilling equipment, and all ancillary equipment, chemicals, tools, and supplies;

67. All shipping, storing, and cargo containers, and all chassis, truck trailers, vans, and the contents thereof; whether on-site, in transit, or in storage anywhere;

68. All building materials and prefabricated buildings, and all components or materials pertaining thereto, before or during manufacture, transportation, storage, building, erection, or vacancy while awaiting occupancy thereof;

69. All communications and data, and the methods, devices, and forms of information storage and retrieval, and the products of any such stored information;

70. All books, drawings, magazines, manuals, and reference materials regardless of physical form;

71. All artwork, paintings, etchings, photographic art, lithographs, and serigraphs, and all frames and mounts pertaining or affixed thereto;

72. All food, and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport, and storage;

73. All construction machinery and all ancillary equipment, supplies, materials, fuels, fuel additives, supplies, materials, and service equipment pertaining thereto;

74. All medical, dental, optical, prescription, and insurance records, records numbers, and information contained in any such records or pertaining thereto;

75. The Will of the DEBTOR;

76. All inheritances gotten or to be gotten;

77. All wedding bands and rings, watches, wardrobe, and toiletries;

78. All household goods and appliances, linen, furniture, kitchen utensils, cutlery, tableware, cooking utensils, pottery, antiques;

79. All businesses, corporations, companies, trusts, partnerships, limited partnerships, organizations, proprietorships, and the like, now owned or hereafter acquired, and all books and records thereof and there from, all income there from, and all accessories, accounts, equipment, information, inventory, money, spare parts, and computer software pertaining thereto;

80. All packages, parcels, envelopes, or labels of any kind whatsoever which are addressed to, or intended to be addressed to, DEBTOR, whether received or not received by DEBTOR;

81. All telephone numbers;

82. Any property not specifically listed, named, or specified by make, model, serial number, etc., is expressly herewith included as collateral of DEBTOR as applies to any and all 'property' as described in detail in additional UCC-1's or UCC-3's under necessity in the exercise of the right of Redemption in behalf of the Debtor.

NOTE; Secured Party reserves the right to add or amend this private security agreement by addition of Schedule A's as needed or necessary on behalf of the Debtor.

ADVISORY

All instruments and documents referenced/itemized above are accepted for value, with all related endorsements, front and back, in accordance with UCC § 3-419 and House Joint Resolution 192 of June 5, 1933. This Security Agreement is accepted for value, property of the Secured Party, and not dischargeable in bankruptcy court as the Secured Party's property is exempt from third-party levy. This Security Agreement supersedes all previous contracts or security agreements between DEBTOR and the Secured Party.

DEBTOR agrees to notify all of DEBTOR'S former creditors, would-be creditors, and any would-be purchasers of any herein-described Collateral, of this Security Agreement, and all such personages are expressly so-noticed herewith.

This Security Agreement devolves on the Secured Party's heirs and assigns, who are equally as authorized, upon taking title to this Security Agreement, as the Secured Party to hold and enforce said Security Agreement via non-negotiable contract, devise, or any lawful commercial remedy.

The Secured Party will sign by accommodation on behalf of the Debtor when necessary wherever the signature of the Debtor will be required. Secured Party signs for the Debtor as 'agent' and/or 'Authorized Representative' of the Debtor. The Secured Party reserves the right to make sufficient claims to secure such indebtedness until satisfied in whole.

The Secured Party may/shall issue a binding commitment to extend credit in any capacity or matter, whether or not reimbursed in the event of dishonor or difficulties in collection; and the Secure Party in providing the security for payment (discharge) of all sums due or owing, or to become due or owing by the Debtor per any and all due commercial public or corporate presentments via contract or otherwise upon the debtor.

DEFAULT

The following shall constitute the event(s) of default hereunder:

1. Failure by DEBTOR to pay any debt secured hereby when due;
2. Failure by DEBTOR to perform any obligations secured hereby when required to be performed;
3. Any breach of any warranty by DEBTOR contained in this Security Agreement; or
4. Any loss, damage, expense, or injury accruing to Secured Party by virtue of the commercial transmitting-utility function of DEBTOR.
5. Evidence that a statement, warranty, or representation made or implied in this agreement by DEBTOR, is false or misleading in any material respect, either now or at the time made or furnished.
6. Dissolution of termination of DEBTOR'S existence as a legal entity, the insolvency of DEBTOR, the appointment of a receiver for all or any portion of DEBTOR'S property, an assignment for the benefit of public creditors, or the commencement of proceedings under bankruptcy or insolvency laws by or against DEBTOR.
7. Commencement of foreclosure, whether by action of a tribunal, self-help, repossession, or other method, by a creditor of DEBTOR against the collateral.
8. Garnishment of DEBTOR'S deposit accounts or employment funds.

Cure of Default

If a fault or dishonor under this agreement is curable through an account held by debtor but managed by the UNITED STATES or one of its subdivisions, agents, officers, or affiliates, such fault or dishonor may be cured by the debtor with authorization by Secured Party; and upon advice by the fiduciary that the fault or dishonor has been cured, and no event of default will have occurred. A dishonor under this agreement, initiated by third party intervention, will not cause a default if such intervention is challenged by debtor by its good faith effort to confirm or disprove the validity or reasonableness of a public claim which is the basis of the public creditor's proceeding; but debtor must, in that event, deposit such surety with secured party as is necessary to indemnify the secured party from loss.

Acceleration

In the event of default, Secured Party may declare the entire indebtedness immediately due and payable without notice.

Liquidation of Collateral

In the event of default, Secured Party shall have full power to privately or publicly sell, lease, transfer, or otherwise deal with the collateral or proceeds or products there-from, in his own name or in the name of the debtor. All expenses related to the liquidation of collateral shall become a part of the debtor's indebtedness. Secured Party may, at his discretion, transfer part or all of the collateral to his/her own name or to the name of nominee.

Rights and Remedies

The Secured Party shall have all the rights and remedies of a Secured Creditor under the provisions of the Uniform Commercial Code as it has been adopted in the state where part or all of the collateral is located or presumed to be located, including but not limited to, the right to proceed with self-help with or without a public court or tribunal. Rights and remedies available to secured party may be exercised

singularly or jointly and in all venues and jurisdictions concurrently at the sole discretion of the Secured Party.

MISCELLANEOUS PROVISIONS

Amendments

This agreement, together with all related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this agreement. No alteration of or amendment to this agreement shall be effective unless expressed in writing and signed by both parties.

Applicable Law

The governing law of this Agreement is the agreement of the Parties, supported by the Uniform Commercial Code as adopted by the legislature of all States and the STATE OF YOUR STATE, international contract law, the unwritten Law Merchant as practiced before the Uniform Commercial Code was promulgated and applicable maxims of law.

Expenses

Debtor agrees to pay upon demand, from such accounts as debtor may have, all Secured Party's costs and expenses, including reasonable attorney's fees and other expenses incurred by the Secured Party to defend or enforce the provisions of this agreement.

Indebtedness

The word "indebtedness" means the indebtedness evidenced by this agreement as a claim against the debtor and all its present and future possessions identified in this agreement as collateral; and all public obligations, debts, and liabilities ascribed to debtor through its contracts and agreements, whether expressed or implied, known or unknown, or actual or constructive, that are with the UNITED STATES or its subdivisions, agents, officers, affiliates, or other public entities; and all claims made by Secured Party against debtor, whether existing now or in the future, whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated, regardless of whether debtor is or may be liable individually or jointly, or is obligated as, or beneficiary of, a surety or accommodation party.

Related Documents

The phrase "related documents" means all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, applications, accounts, licenses, policies, permits, identification cards, account cards, receipts, forms, and all other documents and instruments that debtor or its previous surety has or will execute in connection with the debtor's total indebtedness.

Notices

Except for revocation notices by debtor, all notices required to be given by either party under this agreement, shall be in writing and shall be effective when actually delivered or when deposited with the United States Post Office or a nationally recognized courier service, first class postage prepaid, addressed to the party to whom the notice is to be given at the address shown on this agreement or to such other address as either party may designate to the other in writing.

Severability

If one or more provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a qualified court finds that one or more provisions of this agreement is invalid or unenforceable, but that by limiting such provision(s) it would become valid or enforceable, such provision(s) shall be deemed to be written, construed, and

enforced as so limited. In the event that such a finding and limitation causes damage or hardship to either party, the agreement shall be amended in a lawful manner to make all parties whole.

Waiver of Contractual Right

The failure of either party to enforce one or more provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement. Secured party shall not be deemed to have waived rights under this agreement unless such waiver is given in writing and signed by secured party. No delay or omission on the part of Secured Party in exercising a right shall operate as a waiver of such right or any other right. A waiver by Secured Party of a provision of this agreement shall not prejudice or constitute a waiver of secured party's right otherwise to demand strict compliance with that provision or any other provision of this agreement. No prior waiver by Secured Party, nor any course of dealing between secured party and debtor, shall constitute a waiver of Secured Party's rights or of debtor's obligations under this agreement as to future transactions. Whenever the consent of Secured Party is required under this agreement, the granting of such consent by secured party in one instance shall not constitute consent over the whole.

Ambiguities and Interpretation

Each party acknowledges receipt of this agreement and has had the opportunity to have counsel review it. Any rule of construction claiming ambiguities is to be resolved against the drafting party and shall not apply in the interpretation of this agreement or its amendments. All statements in this instrument are important to the parties. Misunderstandings have been resolved prior to execution.

Authority to Represent

A signer of this agreement on behalf of a legal entity certifies that he has the authority to sign this agreement and that this transaction has been duly authorized by such entity.

Gender

All references within this agreement to a specific gender, include the other.

The Secured Party reserves the right to satisfy any judgment, lien, levy, debt, or obligation, whether unsecured, secured, or purported to be secured, against DEBTOR by executing a Bill of Exchange against the Fidelity Bond registered herewith.

The Secured Party reserves the right to define all terms and words as he/she deems necessary.

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SIGNATURES

Applicable to all Successors and Assigns

The Secured Party executes this Security Agreement certified and sworn on the Secured Party's unlimited liability true, correct, and complete, and accepts all signatures in accord with UCC § 3-419.

BENJAMIN FREEDOM FRANKLIN, DEBTOR: **[13]**

_____

_____

The Benjamin-Freedom: Franklin, Secured Party **[14]**

ACKNOWLEDGEMENT

_____**[15]** STATE)

) Scilicet

County of _____ **[16]**)

SUBCRIBED TO AND SWORN before me this _____day of _____**[17],** A.D. 2009, a Notary, that _____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal;

Notary Public in and for said State

My Commission expires; _____

See attached: Schedule A and Indemnity Bond.

SCHEDULE A

This Schedule A dated _____Dated_____ attached to and incorporated in the attached security agreement dated the same date, as though fully set forth therein. The following partial itemization of property constitutes a portion of the collateral referenced in said security agreement, and is not intended to represent the actual and full extent of said collateral. This Schedule A supplements previous security agreements describing collateral, that may have been entered by the same parties.

A. Income from every source

B. Proceeds of Secured Party's labor from every source

C. Application for STATE OF ____YOUR STATE_____ CERTIFICATION OF BIRTH # ____Birth Certificate File Number____, and all other Certificates of Birth, Certificates of Living Birth, Notifications of Registration of Birth, or Certificates of Registration of Birth, or otherwise entitled documents of birth whether county, state, federal, or other either ascribed to or derived from the name of the debtor identified above, or based upon the above described birth document.

D. Application for Social Security # _____SS# with Dashes_____

E. _____YOUR STATE____ Driver License # ____driver license number_____

F. UCC File Number _____UCC File #_____ and all addendums

G. All property listed on the Legal Notice and Demand that is filed in ____YOUR COUNTY, YOUR STATE____ register of deeds office, including but not limited to the following: all DNA, fingerprints, all biological identification, all blood, all bodily fluids, all bodilly excretions, all organs, all body parts, all bodily tissues, all thoughts, all intellectual property, are the sole property of Benjamin-Freedom: Franklin, the Secured Party Creditor. These items of property cannot be taken, used, duplicated, confiscated, confined, restrained, abused, damaged, influenced, or removed from the Secured Party Benjamin-Freedom: Franklin, without his voluntary, written permission. Any violation of this agreement will constitute a penalty of one hundred million 99.999% one ounce silver coins, per occurrence, per officer or agent involved. This is a contract in admiralty and you may rebut this contract within 21 days. Rebuttal must be per the conditions found in the "Legal Notice and Demand" that is on file, along with this document, in the register of deeds office in ____YOUR COUNTY, YOUR STATE____.

All Property Belonging to the Debtor belongs to the Creditor, including equity and improvements. See Florida UCC-1, and Legal Notice and Demand for complete property list.

INDEMNITY BOND

Know all men by these presents, that BENJAMIN FREEDOM FRANKLIN, the Debtor, hereby establishes this Indemnity Bond in favor of Benjamin-Freedom: Franklin, the Secured Party, in the sum of present and future collateral values up to the sum of One Hundred Million United States dollars ($100,000,000.00), in silver dollars, fiat money, or money of account/credit, at par value, for the payment

of which bond the debtor hereby firmly binds its successors, heirs, executors, administrators, DBA's, AKA's, and third-party assigns, jointly and severally.

The debtor hereby indemnifies the Secured Party against losses incurred as a result of all claims of debts or losses made by any and all persons against the commercial transactions and investments of the debtor. The condition of this bond is that Secured Party covenants to do certain things on behalf of the debtor, as set forth in this security agreement of the same date and executing parties; and debtor covenants to serve as a transmitting utility to assure beneficial interest in all accounts established and managed by the UNITED STATES AND its agent(s)/agencies, corporations or otherwise; and all goods and services in commerce are available to or conveyed from debtor to Secured Party, whichever is appropriate.

To avert losses of vested rights in the present or future collateral that is the subject of the attached security agreement, debtor agrees to make available to the secured party, such accounts established by intent of the parties, by operation of law, and/or as constructive trusts, to hold proceeds arising from assets belonging to the debtor, and administered by the UNITED STATES or its subdivisions, agents, or affiliates. Pursuant to existing laws of the UNITED STATES and the agreement of the parties of the attached security agreement, the Secured Party is authorized to assign such funds from said accounts as are necessary to settle all past, present, and future public debts and obligations incurred by the debtor on behalf of the Secured Party.

The debtor, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses including, without restriction, legal costs, interests, penalties, and fines previously suffered or incurred, or to be suffered or incurred by the Secured Party, in accordance with the Secured Party's personal guarantee with respect to loans or indebtedness belonging to the debtor, including any amount the debtor might be deemed to owe to a public creditor for any reason whatsoever. The Secured Party shall promptly advise the debtor of all public claims brought by third parties against the present or future property of the debtor, all of which is covered by the attached security agreement up to the indemnification amount declared herein, and to provide the debtor with full details of said claim(s), including copies of all documents, correspondence, suits, or actions received by or served upon the debtor through the Secured Party. Secured Party shall fully cooperate with discussion, negotiation, or other proceedings relating to such claims.

This bond shall be in force and effect as of the date it is signed and accepted by the parties, and provided that secured party may cancel this bond and be relieved of further duty hereunder by delivering a thirty (30) day written notice of cancellation to the debtor. No such cancellation shall affect the liability incurred by or accrued to Secured Party prior to the conclusion of said thirty (30) day period. In such event of notice of cancellation, and in the event the UNITED STATES reinstitutes its constructive claim against the collateral, the debtor agrees to reissue the bond before the end of the thirty (30) day period for an amount equal to or greater than the above value of the attached security agreement, unless the parties agree otherwise.

NOTICE OF LIEN

This agreement constitutes an International Commercial Lien on all property (in each of their individual capacity/form/item) of the Debtor (indemnitor) on behalf of, and for the benefit of, the Secured Party Creditor (indemnitee) in the amount of $100,000,000.00 (ONE HUNDRED MILLION), in silver dollars, fiat money, or money of account/credit, at par value. This lien will expire at the moment that the indemnitee expires or when this lien is satisfied by any Third Party Interloper who seeks to take/seize any

of said property.

BENJAMIN F. FRANKLIN, Indemnitor

Benjamin-Freedom: Franklin, Indemnitee

✸ [below is the 'footer' that is to appear in and as the footer on every page with your # and name!]

Form S.A.#061507-1/BBF Secured Party; Benjamin Freedom Franklin

For the Security Agreement 2009 by the Benjamin Freedom Franklin

Page 1

Data Sheet For:
Security Agreement

The bracketed numbers [ ] that appear on the Sample Security Agreement indicates the information to be inputted on your Security Agreement with the example to the right. Remove all 'number brackets' on your finished document.

Item:	Data: (Example)
[1] Date S.A. is created and signed	**October 10, 2009**
[2] Debtor/Straw-man Name	**BENJAMIN FREEDOM FRANKLIN**
[3] Secured Party Creditor	**Benjamin Freedom Franklin**
[4] Debtor's Name & Address	**BENJAMIN FREEDOM FRANKLIN** **P.O. Box 1776** **Baltimore, MD 21201**
[5] UCC Contract Trust Account/SS#	**101-88-1776**
[6] Secured Party Name & Address	**Benjamin Freedom Franklin** **c/o 1776 Redemption Road** **Baltimore, Maryland state 21201** **united States of America**
[7] Your Birth Year	**Example; 1997**
[8] Secured Party Name	**Benjamin Freedom Franklin**
[9] Debtor/Straw-man Name	**BENJAMIN FREEDOM FRANKLIN**
[10] Secured Party Creditor	**Benjamin Freedom Franklin**
[11] Debtor/Straw-man Name	**BENJAMIN FREEDOM FRANKLIN**
[12] The name of the State your are in!	**Example; Washington**

[13] Secured Party Creditor Name	**Benjamin Freedom Franklin**
[14] Debtor/Straw-man Name	**BENJAMIN FREEDOM FRANKLIN**
[15] Secured Party Creditor	**Benjamin Freedom Franklin**
[16] Name of County	**Corruption … example> Jackson**
[17] Name of State	**Confusion … example> Oregon**
[18] Date of S.A. Notarized	**October 10, 2009**

Note; the following SECURITY AGREEMENT is marked with numbers that coincide with the above 'Data Sheet.'

SECURITY AGREEMENT

NON-NEGOTIABLE

This Security Agreement is made and entered into this _____th day of _____ 200__ **[1]** by and between _____ **[2]**, DEBTOR, hereinafter "DEBTOR," SOCIAL SECURITY ACCOUNT NUMBER _____-___-_____, and _____ **[3]**, Secured Party, hereinafter "Secured Party." If any part or portion of this Security Agreement is found to be invalid or unenforceable, such part or portion shall not void any other part or portion as reasonably segregable from said part(s) or portion(s). The Parties, hereinafter "Parties," are identified as follows:

DEBTOR: [4]

_____ [AN ARTIFICIAL CORPORATE ENTITY / PERSON]
P.O. BOX _____
_____ _____
_____
UCC CONTRACT TRUST ACCOUNT/Social Security Account Number - 101-88-1776 **[5]**

Secured Party: [6]

_____ [a "Personam Sojurn and one of the people of the Posterity"]
c/o _____
_____ _____ state [_____]
united States of America

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

In consideration for the Secured Party providing certain accommodations to DEBTOR, inter alia, to the Secured Party:

Debtor, who deems himself/herself insolvent, hereby under necessity, grants the above Secured party a security interest in the collateral described herein, on any Schedule A's, and as may appear on all UCC filings referred to as 'collateral,' to secure all debtor's property as well as all so-called income from whatever source derived, direct, indirect, absolute or contingent, due or to become due, hereinafter arising, held in any account with its due interest, parole or expressed public indebtedness and liabilities held by Debtor or presented to Debtor, to Secured party in consideration for Secured Party providing certain things and accommodations for Debtor, including but not limited to:

1. Constituting the source, origin, substance, and being, i.e. basis of "pre-existing claim," from which the existence of DEBTOR was derived and on the basis of which DEBTOR is able to function as a transmitting utility to conduct Commercial Activity as a conduit for the transmission of goods and

services to the Secured Party, and to interact, contract, and exchange goods, services, obligations, and liabilities with other DEBTORS, corporations, and artificial persons in Commerce;

2. Signing by accommodation for DEBTOR in all cases whatsoever wherein any signature of DEBTOR is required;

3. Issuing a binding commitment to extend credit or for the extension of immediately available credit, whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection;

4. Providing the security for payment of all sums due or owing, or to become due or owing, by DEBTOR; and

5. Constituting the source of the assets, via the sentient existence, exercise of faculties, and labor of the Secured Party, that provide the valuable consideration sufficient to support any contract which DEBTOR may execute or to which DEBTOR may be regarded as bound by any person whatsoever, DEBTOR hereby confirms that this Security Agreement is a duly executed, signed, and sealed private contract entered into knowingly, intentionally, and voluntarily by DEBTOR and Secured Party, wherein and whereby DEBTOR:

   a. Voluntarily enters DEBTOR in the Commercial Registry;

   b. Transfers and assigns to the Secured Party a security interest in the Collateral described herein below; and

   c. Agrees to be, act, and function in law and commerce, as the unincorporated, proprietary trademark of the Secured Party for exclusive and discretionary use by the Secured Party in any manner that the Secured Party, by Sovereign and Unalienable Right, elects.

PUBLIC LAWFUL NOTICE

Filing of this Security Agreement by the Parties constitutes open, lawful, public notice that:

1. The law, venue, and jurisdiction of this Security Agreement is the ratified, finalized, signed, and sealed private contract freely entered into by and between DEBTOR and the Secured Party as registered herewith.
2. This Security Agreement is contractually complete herein and herewith and cannot be abrogated, altered, or amended, in whole or part, without the express, written consent of both DEBTOR and the Secured Party.
3. The Secured Party signing, signs by accommodation for the DEBTOR, when necessary, in every manner where the debtor's signature is required. The Secured Party reserves the right to make sufficient claims to secure such indebtedness until satisfied in whole.
4. The Secured Party as Creditor, with standing and capacity, agrees to issue or extend credit, on behalf of the DEBTOR, whether or not such credit is drawn upon or not reimbursed in the event of difficulties in collection thereof.
5. DEBTOR is the commercial transmitting utility, and unincorporated, proprietary trademark of the Secured Party with DEBTOR name being common law copyrighted and all property of DEBTOR is the secured property of the Secured Party.

6. Any unauthorized use of DEBTOR or DEBTORS name in any manner that might influence, affect, pertain to, or be presumed to pertain to the Secured Party in any manner is expressly prohibited without the written consent of the Secured Party.
7. DEBTOR declares it is an 'Ens legis' legal entity recognized as such and has rights and privileges recognized under the laws the UNITED STATES, Inc., and has been the case since its creation in BIRTH YEAR **[7]**.

All legal means to protect the security interest being established by this Agreement will be used by the Secured Party whenever necessary and all support needed by the Secured Party to protect his/her security interest in the collateral herein identified or otherwise added will be provided by the Secured Party including but not limited by commercial/tort lien process, by agreement of the DEBTOR.

Execution of this security agreement incorporates a promise that the DEBTOR will direct the execution of such commercial forms, including but not limited to financing statements such as may be necessary to assure that the Secured Party's interest is perfected and protected. The security interest established by this agreement will continue until the Secured Party is relieved of all liability associated herein to the DEBTOR, and until all owing and due consideration to the Secured Party has been delivered, regardless of whether the collateral identified in this agreement is in the possession of the DEBTOR or the Secured Party.

DEBTOR warrants that Secured Party's claim against the collateral is enforceable according to the terms and conditions expressed herein and according to all applicable laws promulgated for the purpose of protecting the interest of a creditor against a debtor.

DEBTOR also warrants that it holds good and marketable title to the collateral, free and clear of all actual and lawful liens and encumbrances except for the interest established therein, and except for substantial interest as may have been privately established by agreement of the parties with attention to the elements necessary to establish a valid contract under international contract law.

Public encumbrances presented to or belonging to the DEBTOR against the collateral shall remain secondary to this agreement, unless registered prior to the registration of Secured Party's interest in the same collateral, as is well-established in international commercial law.

GENERAL PROVISIONS

Possession of Collateral

Collateral or evidence of collateral may remain in the possession of the debtor, to be kept at the address given in this agreement by the debtor or such other place(s) approved by Secured Party, and notice of changes in location must be made to the Secured Party within ten (10) days of such relocation. Debtor agrees not to otherwise remove the collateral except as is expected in the ordinary course of business, including sale of inventory, exchange, and other acceptable reasons for removal. When in doubt as to the legal ramifications for relocation, debtor agrees to acquire prior written authorization from the Secured Party. Debtor may possess all tangible personal property included in collateral, and have beneficial use of all other collateral, and may use it in any lawful manner not inconsistent with this agreement, except that debtor's right to possession and beneficial use may also apply to collateral that is in the possession of the Secured Party if such possession is required by law to perfect Secured Party's

interest in such collateral. If Secured Party, at any time, has possession of any part of the collateral, whether before or after an event of default, Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the collateral, if Secured Party takes such action for that purpose as deemed appropriate by the Secured Party under the circumstances.

Proceeds and Products from Collateral

Unless waived by secured party, all proceeds and products from the disposition of the collateral, for whatever reason, shall be held in trust for Secured Party and shall not be commingled with any other accounts or funds without the consent of the Secured Party. Notice of such proceeds shall be delivered to Secured Party immediately upon receipt. Except for inventory sold or accounts collected in the ordinary course of debtor's public business, debtor agrees not to sell, offer to sell, or otherwise transfer or dispose of the collateral; nor to pledge, mortgage, encumber, or otherwise permit the collateral to be subject to a lien, security interest, encumbrance, or charge, other than the security interested established by this agreement, without the prior written consent of the Secured Party.

Maintenance of Collateral

Debtor agrees to maintain all tangible collateral in good condition and repair, and not to commit or permit damage to or destruction of the collateral or any part of the collateral. Secured Party and his designated representatives and agents shall have the right at all reasonable times to examine, inspect, and audit the collateral wherever located. Debtor shall immediately notify secured party of all cases involving the return, rejection, repossession, loss, or damage of or to the collateral; of all requests for credit or adjustment of collateral, or dispute arising with respect to the collateral; and generally of all happenings and events affecting the collateral or the value or the amount of the collateral.

Compliance with Law

Debtor shall comply promptly with all laws, ordinances, and regulations of all governmental authorities applicable to the production, disposition, or use of the collateral. Debtor may contest in good faith any such law, ordinance, or regulation without compliance during a proceeding, including appropriate appeals, so long as Secured Party's interest in the collateral, in Secured Party's opinion, is not jeopardized. Secured Party may, at his option, intervene in any situation that appears to place the collateral in jeopardy.

Public Disputes

Debtor agrees to pay all applicable taxes, assessments, and liens upon the collateral when due; provided that such taxes, assessments, and liens are proved to be superior to the lawful claim established by this agreement and subsequently perfected by the Secured Party by appropriate registration. In the event that debtor elects to dispute such taxes, assessments, and liens, Secured Party's interest must be protected at all times, at the sole opinion of the Secured Party, who may, at his option, intervene in any situation that appears to jeopardize secured party's interest in the collateral. Debtor may elect to continue pursuit of dispute of such taxes, assessments, and liens, only upon production of a surety bond by public claimant(s), in favor of the secured party, sufficient to protect secured party from loss, including all costs and fees associated with such dispute. Should public judgment against the debtor result from such dispute, debtor agrees to satisfy such judgment from its accounts established and managed by the UNITED STATES or its subdivisions, agents, officers, or affiliates, so as not to adversely affect the Secured Party's interest in the Collateral.

Indemnification

Debtor hereby indemnifies Secured Party from all harm as expressed in the attached indemnity bond,

incorporated herein as if fully set forth within this security agreement.

SUBORDINATION OF DEBTOR'S DEBTS TO SECURED PARTY

Providing Secured Party, subsequent to the execution of this agreement, perfects his security interest in the collateral by appropriate registration, debtor agrees that its indebtedness to the Secured Party, whether now existing or hereafter created, shall have priority over unregistered claims that third parties may raise against debtor or the collateral, whether or not debtor becomes insolvent. Debtor hereby expressly subordinates any claim that the debtor may have against Secured Party, upon any account whatsoever, to the claim that Secured Party has or will have against the debtor.

If Secured Party so requests, all notes or credit agreements now or hereafter established, evidencing debts or obligation of debtor to third parties, shall be marked with a legend that the same are subject to this agreement and shall be delivered to Secured Party. Debtor agrees, and secured party hereby is authorized, in the name of the debtor, to execute and file such financing statements and other commercial statements, as Secured Party deems necessary or appropriate to perfect, preserve, and enforce his/her rights under this agreement.

FIDELITY BOND

Know all men by these presents, that DEBTOR, _____ **[8]**, establishes this bond in favor of the Secured Party, _____ **[9]**, in the sum of present Collateral Values up to the penal sum of One Hundred Million United States Dollars ($100,000,000.00), for the payment of which bond, well and truly made, DEBTOR binds DEBTOR and DEBTOR'S heirs, executors, administrators, and third-party assigns, jointly and severally, by these presents.

The condition of the above bond is: the Secured Party covenants to do certain things on behalf of DEBTOR, as set forth above in Agreement, and DEBTOR, with regard to conveying goods and services in Commercial Activity to the Secured Party, covenants to serve as a 'commercial' transmitting utility therefore and, as assurance of fidelity, grants to the Secured Party a Security Interest in the herein below described Collateral.

This bond shall be in force and effect as of the date hereon and until the DEBTOR; _____ **[10]**, is released from liability by the written order of the UNITED STATES GOVERNMENT and provided that said Debtor's Surety; _____ **[11]** may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) day written notice to DEBTOR. No such cancellation shall affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. In such event of notice of cancellation, DEBTOR agrees to reissue the bond before the end of said thirty (30) day period for an amount equal to or greater than the above-stated value of this Security Agreement, unless the Parties agree otherwise.

INDEMNITY CLAUSE

DEBTOR, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses, hereinafter referred to as "Claims" or "Claim," which Claims include, without restriction, all legal costs, interests, penalties, and fines suffered or incurred by the Secured Party, in accordance with the Secured Party's personal guarantee with respect to any loan or

indebtedness of DEBTOR, including any amount DEBTOR might be deemed to owe to any creditor for any reason whatsoever.

The Secured Party shall promptly advise DEBTOR of any Claim and provide DEBTOR with full details of said Claim, *inter alia*, copy of any document, correspondence, suit, or action received by or served upon the Secured Party. The Secured Party shall fully cooperate with DEBTOR in any discussion, negotiation, or other proceeding relating to any Claim.

OBLIGATIONS SECURED

The security interest granted herein secures any and all indebtedness and liability whatsoever of DEBTOR to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and however evidenced.

COLLATERAL

The collateral to which this Security Agreement pertains to, *inter alia*, all herein below described personal and real property of DEBTOR, now owned or hereafter, acquired by DEBTOR, in which the Secured Party holds all interest. DEBTOR retains possession and use, and rights of possession and use, of all collateral, and all proceeds, products, accounts, and fixtures, and the Orders there from, are released to DEBTOR.

Before any of the below-itemized property can be disbursed, exchanged, sold, tendered, forfeited, gifted, transferred, surrendered, conveyed, destroyed, disposed of, or otherwise removed from DEBTOR'S possession, settlement via Notice of Lien herein must be satisfied in full and acknowledgment of same completed to satisfaction of Secure Party.

1. All proceeds, products, accounts, and fixtures from crops, mine head, wellhead, with transmitting utilities, etc.;

2. All rents, wages, and income;

3. All land, mineral, water, and air rights;

4. All cottages, cabins, houses, and buildings;

5. All bank accounts, bank "safety" deposit boxes and the contents therein, credit card accounts, mutual fund accounts, certificates of deposit accounts, checking accounts, savings accounts, retirement plan accounts, stocks, bonds, securities, and benefits from trusts;

6. All inventory in any source;

7. All machinery, either farm or industrial;

8. All boats, yachts, and water craft, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;

9. All aircraft, gliders, balloons, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;

10. All motor homes, trailers, mobile homes, recreational vehicles, house, cargo, and travel trailers, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all ancillary equipment, accessories, parts, service equipment, lubricants, and fuels and fuel additives;

11. All livestock and animals, and all things required for the care, feeding, use, and husbandry thereof;

12. All vehicles, autos, trucks, four-wheel vehicles, trailers, wagons, motorcycles, bicycles, tricycles, wheeled conveyances;

13. All computers, computer-related equipment and accessories, electronically stored files or data, telephones, electronic equipment, office equipment and machines;

14. All visual reproduction systems, aural reproduction Systems, motion pictures, films, video tapes, audio tapes, sound tracks, compact discs, phonograph records, film, video and aural production equipment, cameras, projectors, and musical instruments;

15. All manuscripts, booklets, pamphlets, treatises, treatments, monographs, stories, written material, libraries, plays, screenplays, lyrics, songs, music;

16. All books and records of DEBTOR;

17. All Trademarks, Registered Marks, copyrights, patents, proprietary data and technology, inventions, royalties, good will;

18. All scholastic degrees, diplomas, honors, awards, meritorious citations;

19. All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, computer production or storage of all kinds whatsoever, of DEBTOR;

20. All fingerprints, footprints, palm prints, thumbprints, RNA materials, DNA materials, blood and blood fractions, biopsies, surgically removed tissue, bodily parts, organs, hair, teeth, nails, semen, urine, other bodily fluids or matter, voice-print, retinal image, and the descriptions thereof, and all other corporal identification factors, and said factors physical counterparts, in any form, and all records, record numbers, and information pertaining thereto;

21. All biometrics data, records, information, and processes not elsewhere described, the use thereof; and the use of the information contained therein or pertaining thereto;

22. All Rights to obtain, use, request, or refuse or authorize the administration of, any food, beverage, nourishment, or water, or any substance to be infused or injected into, or affecting the body by any means whatsoever;

23. All Rights to request, refuse, or authorize the administration of; any drug, manipulation, material, process, procedure, ray, or wave which alters, or might alter the present or future state of the body, mind, spirit, or will by any means, method, or process whatsoever;

24. All keys, locks, lock combinations, encryption codes or keys, safes, secured places, and security devices, security programs, and any software, machinery, or devices related thereto;

25. All Rights to access and use utilities upon payment of the same unit costs as the comparable units of usage offered to most-favored customers, inter alia, cable, electricity, garbage, gas, internet, satellite, sewage, telephone, water, www (computer services), and all other methods of communication, energy transmission, and food or water distribution;

26. All Rights to barter, buy, contract, sell, or trade ideas, products, services, or work;

27. All Rights to create, invent, adopt, utilize, or promulgate any system or means of currency, money, medium of exchange, coinage, barter, economic exchange, bookkeeping, record-keeping, and the like;

28. All Rights to use any free, rented, leased, fixed, or mobile domicile, as though same were a permanent domicile, free from requirement to apply for or obtain any government license or permission and free from entry, intrusion, or surveillance, by any means, regardless of duration of lease period, so long as any required lease is currently paid or a subsequent three-day grace period has not expired;

29. All Rights to manage, maneuver, direct, guide, or travel in any form of automobile or motorized conveyance whatsoever without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever;

30. All Rights to marry and procreate children, and to rear, educate, train, guide, and spiritually enlighten any such children, without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever;

31. All Rights to buy, sell, trade, grow, raise, gather, hunt, trap, angle, and store food, fiber, and raw materials for shelter, clothing, and survival;

32. All Rights to exercise freedom of religion, worship, use of sacraments, spiritual practice, and expression without any abridgment of free speech, or the right to publish, or the right to peaceably assemble, or the right to petition Government for redress of grievances, or petition any military force of the United States for physical protection from threats to the safety and integrity of person or property from either "public" or "private" sources;

33. All Rights to Keep and Bear Arms for self-defense of self; family, and parties entreating physical protection of person or property;

34. All Rights to create, preserve, and maintain inviolable, spiritual sanctuary and receive into same any and all parties requesting safety and shelter;

35. All Rights to create documents of travel of every kind whatsoever, inter alia, those signifying diplomatic status and immunity as a free, independent, and Sovereign State-in-fact;

36. All claims of ownership or certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being, i.e. mind, body, soul, free will, faculties, and self, including but not limited to DNA, Blood and Retina Scans, etc;

37. All Rights to privacy and security in person and property, inter alia, all Rights to safety and security of all household or sanctuary dwellers or guests, and -all papers and effects belonging to DEBTOR or any household or sanctuary dwellers or guests, against governmental, quasi-governmental, defacto governmental, or private intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant, except with proof of superior claim duly filed in the Commercial Registry by any such intruding party in the private capacity of such intruding party, notwithstanding whatever purported authority, warrant, order, law, or color of law may be promulgated as the authority for any such intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant;

38. All names used and all Corporations Sole executed and filed, or to be executed and filed, under said names;

39. All intellectual property, inter alia, all speaking and writing;

40. All signatures and seals;

41. All present and future retirement incomes, and rights to such incomes, issuing from any of DEBTORS accounts;

42. All present and future medical and healthcare rights, and rights owned through survivorship, from any of DEBTORS accounts;

43. All applications, filings, correspondence, information, identifying marks, image licenses or travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose, however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein, regardless of creator, method, location, process, or storage form, inter alia, all processed algorithms analyzing, classifying, comparing, compressing, displaying, identifying, processing, storing, or transmitting said applications, filings, correspondence, information, identifying marks, image licenses or travel documents, materials, permits, registrations, and records and records numbers, and the like;

44. All library cards;

45. All credit, charge, and debit cards, and mortgages, notes, applications, card numbers, and associated records and information;

46. All credit of DEBTOR;

47. All traffic citations/tickets;

48. All parking citations/tickets;

49. All court cases and judgments, past, present, and future, in any court whatsoever, and all bonds, orders, warrants, and other matters attached thereto or derived there from;

50. All precious metals, bullion, coins, jewelry, precious jewels, semi-precious stones, mounts, and any storage boxes within which said items are stored;

51. All tax correspondence, filings, notices, coding, record numbers, and any information contained therein, wherever and however located, and no matter by whom said information was obtained, compiled, codified, recorded, stored, analyzed, processed, communicated, or utilized;

52. All bank accounts, bonds, certificates of deposit, drafts, futures, insurance policies, investment securities, Individual Retirement Accounts, money market accounts, mutual funds, notes, options, puts, calls, pension plans, savings accounts, stocks, warrants, 401-Ks, and the like;

53. All accounts, deposits, escrow accounts, lotteries, overpayments, prepayments, prizes, rebates, refunds, returns, Treasury Direct Accounts, claimed and unclaimed funds, and all records and records numbers, correspondence, and information pertaining thereto or derived there from;

54. All cash, coins, money, Federal Reserve Notes, and Silver Certificates;

55. All drugs, herbs, medicine, medical supplies, cultivated plants, growing plants, inventory, ancillary equipment, supplies, propagating plants, and seeds, and all related storage facilities and supplies;

56. All products of and for agriculture, and all equipment, inventories, supplies, contracts, accoutrements involved in the planting, tilling, harvesting, processing, preservation, and storage of all products of agriculture;

57. All farm, lawn, and irrigation equipment, accessories, attachments, hand-tools, implements, service equipment, parts, and supplies, and storage sheds and contents;

58. All fuel, fuel tanks, containers, and involved or related delivery systems;

59. All metal-working, woodworking, and other such machinery, and all ancillary equipment, accessories, consumables, power tools, hand tools, inventories, storage cabinets, toolboxes, work benches, shops, and facilities;

60. All camping, fishing, hunting, and sporting equipment, and all special clothing, materials, supplies, and baggage related thereto;

61. All rifles and guns and related accessories, and ammunition and the integral components thereof;

62. All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas, and towers, and all ancillary equipment, supplies, computers, software programs, wiring, and related accoutrements and devices;

63. All power-generating machines or devices, and all storage, conditioning, control, distribution, wiring, and ancillary equipment pertaining or attached thereto;

64. All computers and computer Systems and the information contained therein, as well as all ancillary equipment, printers, and data compression or encryption devices and processes;

65. All office and engineering equipment, furniture, ancillary equipment, drawings tools, electronic and paper files, and items related thereto;

66. All water wells and well-drilling equipment, and all ancillary equipment, chemicals, tools, and supplies;

67. All shipping, storing, and cargo containers, and all chassis, truck trailers, vans, and the contents thereof; whether on-site, in transit, or in storage anywhere;

68. All building materials and prefabricated buildings, and all components or materials pertaining thereto, before or during manufacture, transportation, storage, building, erection, or vacancy while awaiting occupancy thereof;

69. All communications and data, and the methods, devices, and forms of information storage and retrieval, and the products of any such stored information;

70. All books, drawings, magazines, manuals, and reference materials regardless of physical form;

71. All artwork, paintings, etchings, photographic art, lithographs, and serigraphs, and all frames and mounts pertaining or affixed thereto;

72. All food, and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport, and storage;

73. All construction machinery and all ancillary equipment, supplies, materials, fuels, fuel additives, supplies, materials, and service equipment pertaining thereto;

74. All medical, dental, optical, prescription, and insurance records, records numbers, and information contained in any such records or pertaining thereto;

75. The Will of the DEBTOR;

76. All inheritances gotten or to be gotten;

77. All wedding bands and rings, watches, wardrobe, and toiletries;

78. All household goods and appliances, linen, furniture, kitchen utensils, cutlery, tableware, cooking utensils, pottery, antiques;

79. All businesses, corporations, companies, trusts, partnerships, limited partnerships, organizations, proprietorships, and the like, now owned or hereafter acquired, and all books and records thereof and there from, all income there from, and all accessories, accounts, equipment, information, inventory, money, spare parts, and computer software pertaining thereto;

80. All packages, parcels, envelopes, or labels of any kind whatsoever which are addressed to, or intended to be addressed to, DEBTOR, whether received or not received by DEBTOR;

81. All telephone numbers;

82. Any property not specifically listed, named, or specified by make, model, serial number, etc., is expressly herewith included as collateral of DEBTOR as applies to any and all 'property' as described in detail in additional UCC-1's or UCC-3's under necessity in the exercise of the right of Redemption in behalf of the Debtor.

NOTE; Secured Party reserves the right to add or amend this private security agreement by addition of Schedule A's as needed or necessary on behalf of the Debtor.

ADVISORY

All instruments and documents referenced/itemized above are accepted for value, with all related endorsements, front and back, in accordance with UCC § 3-419 and House Joint Resolution 192 of June 5, 1933. This Security Agreement is accepted for value, property of the Secured Party, and not dischargeable in bankruptcy court as the Secured Party's property is exempt from third-party levy. This Security Agreement supersedes all previous contracts or security agreements between DEBTOR and the Secured Party.

DEBTOR agrees to notify all of DEBTOR'S former creditors, would-be creditors, and any would-be purchasers of any herein-described Collateral, of this Security Agreement, and all such personages are expressly so-noticed herewith.

This Security Agreement devolves on the Secured Party's heirs and assigns, who are equally as authorized, upon taking title to this Security Agreement, as the Secured Party to hold and enforce said Security Agreement via non-negotiable contract, devise, or any lawful commercial remedy.

The Secured Party will sign by accommodation on behalf of the Debtor when necessary wherever the signature of the Debtor will be required. Secured Party signs for the Debtor as 'agent' and/or 'Authorized Representative' of the Debtor. The Secured Party reserves the right to make sufficient claims to secure such indebtedness until satisfied in whole.

The Secured Party may/shall issue a binding commitment to extend credit in any capacity or matter, whether or not reimbursed in the event of dishonor or difficulties in collection; and the Secure Party in providing the security for payment (discharge) of all sums due or owing, or to become due or owing by the Debtor per any and all due commercial public or corporate presentments via contract or otherwise upon the debtor.

DEFAULT

The following shall constitute the event(s) of default hereunder:

9. Failure by DEBTOR to pay any debt secured hereby when due;
10. Failure by DEBTOR to perform any obligations secured hereby when required to be performed;
11. Any breach of any warranty by DEBTOR contained in this Security Agreement; or
12. Any loss, damage, expense, or injury accruing to Secured Party by virtue of the commercial transmitting-utility function of DEBTOR.
13. Evidence that a statement, warranty, or representation made or implied in this agreement by DEBTOR, is false or misleading in any material respect, either now or at the time made or furnished.
14. Dissolution of termination of DEBTOR'S existence as a legal entity, the insolvency of DEBTOR, the appointment of a receiver for all or any portion of DEBTOR'S property, an assignment for the benefit of public creditors, or the commencement of proceedings under bankruptcy or insolvency laws by or against DEBTOR.
15. Commencement of foreclosure, whether by action of a tribunal, self-help, repossession, or other method, by a creditor of DEBTOR against the collateral.
16. Garnishment of DEBTOR'S deposit accounts or employment funds.

Cure of Default

If a fault or dishonor under this agreement is curable through an account held by debtor but managed by the UNITED STATES or one of its subdivisions, agents, officers, or affiliates, such fault or dishonor may be cured by the debtor with authorization by Secured Party; and upon advice by the fiduciary that the fault or dishonor has been cured, and no event of default will have occurred. A dishonor under this agreement, initiated by third party intervention, will not cause a default if such intervention is challenged by debtor by its good faith effort to confirm or disprove the validity or reasonableness of a public claim which is the basis of the public creditor's proceeding; but debtor must, in that event, deposit such surety with secured party as is necessary to indemnify the secured party from loss.

Acceleration

In the event of default, Secured Party may declare the entire indebtedness immediately due and payable without notice.

Liquidation of Collateral

In the event of default, Secured Party shall have full power to privately or publicly sell, lease, transfer, or otherwise deal with the collateral or proceeds or products there-from, in his own name or in the name of the debtor. All expenses related to the liquidation of collateral shall become a part of the debtor's indebtedness. Secured Party may, at his discretion, transfer part or all of the collateral to his/her own name or to the name of nominee.

Rights and Remedies

The Secured Party shall have all the rights and remedies of a Secured Creditor under the provisions of the Uniform Commercial Code as it has been adopted in the state where part or all of the collateral is located or presumed to be located, including but not limited to, the right to proceed with self-help with or without a public court or tribunal. Rights and remedies available to secured party may be exercised

singularly or jointly and in all venues and jurisdictions concurrently at the sole discretion of the Secured Party.

MISCELLANEOUS PROVISIONS

Amendments

This agreement, together with all related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this agreement. No alteration of or amendment to this agreement shall be effective unless expressed in writing and signed by both parties.

Applicable Law

The governing law of this Agreement is the agreement of the Parties, supported by the Uniform Commercial Code as adopted by the legislature of all States and the STATE OF YOUR STATE **[12]**, international contract law, the unwritten Law Merchant as practiced before the Uniform Commercial Code was promulgated and applicable maxims of law.

Expenses

Debtor agrees to pay upon demand, from such accounts as debtor may have, all Secured Party's costs and expenses, including reasonable attorney's fees and other expenses incurred by the Secured Party to defend or enforce the provisions of this agreement.

Indebtedness

The word "indebtedness" means the indebtedness evidenced by this agreement as a claim against the debtor and all its present and future possessions identified in this agreement as collateral; and all public obligations, debts, and liabilities ascribed to debtor through its contracts and agreements, whether expressed or implied, known or unknown, or actual or constructive, that are with the UNITED STATES or its subdivisions, agents, officers, affiliates, or other public entities; and all claims made by Secured Party against debtor, whether existing now or in the future, whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated, regardless of whether debtor is or may be liable individually or jointly, or is obligated as, or beneficiary of, a surety or accommodation party.

Related Documents

The phrase "related documents" means all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, applications, accounts, licenses, policies, permits, identification cards, account cards, receipts, forms, and all other documents and instruments that debtor or its previous surety has or will execute in connection with the debtor's total indebtedness.

Notices

Except for revocation notices by debtor, all notices required to be given by either party under this agreement, shall be in writing and shall be effective when actually delivered or when deposited with the United States Post Office or a nationally recognized courier service, first class postage prepaid, addressed to the party to whom the notice is to be given at the address shown on this agreement or to such other address as either party may designate to the other in writing.

Severability

If one or more provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a qualified court finds that one or more provisions of this agreement is invalid or unenforceable, but that by limiting such provision(s) it

would become valid or enforceable, such provision(s) shall be deemed to be written, construed, and enforced as so limited. In the event that such a finding and limitation causes damage or hardship to either party, the agreement shall be amended in a lawful manner to make all parties whole.

Waiver of Contractual Right

The failure of either party to enforce one or more provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement. Secured party shall not be deemed to have waived rights under this agreement unless such waiver is given in writing and signed by secured party. No delay or omission on the part of Secured Party in exercising a right shall operate as a waiver of such right or any other right. A waiver by Secured Party of a provision of this agreement shall not prejudice or constitute a waiver of secured party's right otherwise to demand strict compliance with that provision or any other provision of this agreement. No prior waiver by Secured Party, nor any course of dealing between secured party and debtor, shall constitute a waiver of Secured Party's rights or of debtor's obligations under this agreement as to future transactions. Whenever the consent of Secured Party is required under this agreement, the granting of such consent by secured party in one instance shall not constitute consent over the whole.

Ambiguities and Interpretation

Each party acknowledges receipt of this agreement and has had the opportunity to have counsel review it. Any rule of construction claiming ambiguities is to be resolved against the drafting party and shall not apply in the interpretation of this agreement or its amendments. All statements in this instrument are important to the parties. Misunderstandings have been resolved prior to execution.

Authority to Represent

A signer of this agreement on behalf of a legal entity certifies that he has the authority to sign this agreement and that this transaction has been duly authorized by such entity.

Gender

All references within this agreement to a specific gender, include the other.

The Secured Party reserves the right to satisfy any judgment, lien, levy, debt, or obligation, whether unsecured, secured, or purported to be secured, against DEBTOR by executing a Bill of Exchange against the Fidelity Bond registered herewith.

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SIGNATURES

Applicable to all Successors and Assigns

The Secured Party executes this Security Agreement certified and sworn on the Secured Party's unlimited liability true, correct, and complete, and accepts all signatures in accord with UCC § 3-419.

_____, DEBTOR: **[13]**

_____

_____

_____-_____: _____, Secured Party **[14]**

ACKNOWLEDGEMENT

_____**[15]** STATE)
) Scilicet
County of _____ **[16]**)

SUBCRIBED TO AND SWORN before me this _____day of _____**[17],** A.D. 2009, a Notary, that _____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal;
Notary Public in and for said State
My Commission expires; _____

See attached: Schedule A and Indemnity Bond.

SCHEDULE A

This Schedule A dated _____**Dated**_____ attached to and incorporated in the attached security agreement dated the same date, as though fully set forth therein. The following partial itemization of property constitutes a portion of the collateral referenced in said security agreement, and is not intended to represent the actual and full extent of said collateral. This Schedule A supplements previous security agreements describing collateral, that may have been entered by the same parties.

A. Income from every source

B. Proceeds of Secured Party's labor from every source

C. Application for STATE OF **__YOUR STATE__** CERTIFICATION OF BIRTH # **___Birth Certificate File Number___**, and all other Certificates of Birth, Certificates of Living Birth, Notifications of Registration of Birth, or Certificates of Registration of Birth, or otherwise entitled documents of birth whether county, state, federal, or other either ascribed to or derived from the name of the debtor identified above, or based upon the above described birth document.

D. Application for Social Security # ____ **SS# with Dashes_____**

E. **____YOUR STATE____** Driver License # **____driver license number___**

F. UCC File Number **____UCC File #___** and all addendums

G. All property listed on the Legal Notice and Demand that is filed in **___YOUR COUNTY, YOUR STATE___** register of deeds office, including but not limited to the following: all DNA, fingerprints, all biological identification, all blood, all bodily fluids, all bodilly excretions, all organs, all body parts, all bodily tissues, all thoughts, all intellectual property, are the sole property of Benjamin-Freedom: Franklin, the Secured Party Creditor. These items of property cannot be taken, used, duplicated, confiscated, confined, restrained, abused, damaged, influenced, or removed from the Secured Party Benjamin-Freedom: Franklin, without his voluntary, written permission. Any violation of this agreement will constitute a penalty of one hundred million 99.999% one ounce silver coins, per occurrence, per officer or agent involved. This is a contract in admiralty and you may rebut this contract within 21 days. Rebuttal must be per the conditions found in the "Legal Notice and Demand" that is on file, along with this document, in the register of deeds office in **____YOUR COUNTY, YOUR STATE____**.

All Property Belonging to the Debtor belongs to the Creditor, including equity and improvements. See Florida UCC-1, and Legal Notice and Demand for complete property list.

INDEMNITY BOND

Know all men by these presents, that _____DEBTOR NAME_____, the Debtor, hereby establishes this Indemnity Bond in favor of _____-_____: _____, the Secured Party, in the sum of present and future collateral values up to the sum of One Hundred Million United States dollars ($100,000,000.00), in silver dollars, fiat money, or money of account/credit, at par value, for the payment of which bond the debtor hereby firmly binds its successors, heirs, executors, administrators, DBA's, AKA's, and third-party assigns, jointly and severally.

The debtor hereby indemnifies the Secured Party against losses incurred as a result of all claims of

debts or losses made by any and all persons against the commercial transactions and investments of the debtor. The condition of this bond is that Secured Party covenants to do certain things on behalf of the debtor, as set forth in this security agreement of the same date and executing parties; and debtor covenants to serve as a transmitting utility to assure beneficial interest in all accounts established and managed by the UNITED STATES AND its agent(s)/agencies, corporations or otherwise; and all goods and services in commerce are available to or conveyed from debtor to Secured Party, whichever is appropriate.

To avert losses of vested rights in the present or future collateral that is the subject of the attached security agreement, debtor agrees to make available to the secured party, such accounts established by intent of the parties, by operation of law, and/or as constructive trusts, to hold proceeds arising from assets belonging to the debtor, and administered by the UNITED STATES or its subdivisions, agents, or affiliates. Pursuant to existing laws of the UNITED STATES and the agreement of the parties of the attached security agreement, the Secured Party is authorized to assign such funds from said accounts as are necessary to settle all past, present, and future public debts and obligations incurred by the debtor on behalf of the Secured Party.

The debtor, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses including, without restriction, legal costs, interests, penalties, and fines previously suffered or incurred, or to be suffered or incurred by the Secured Party, in accordance with the Secured Party's personal guarantee with respect to loans or indebtedness belonging to the debtor, including any amount the debtor might be deemed to owe to a public creditor for any reason whatsoever. The Secured Party shall promptly advise the debtor of all public claims brought by third parties against the present or future property of the debtor, all of which is covered by the attached security agreement up to the indemnification amount declared herein, and to provide the debtor with full details of said claim(s), including copies of all documents, correspondence, suits, or actions received by or served upon the debtor through the Secured Party. Secured Party shall fully cooperate with discussion, negotiation, or other proceedings relating to such claims.

This bond shall be in force and effect as of the date it is signed and accepted by the parties, and provided that secured party may cancel this bond and be relieved of further duty hereunder by delivering a thirty (30) day written notice of cancellation to the debtor. No such cancellation shall affect the liability incurred by or accrued to Secured Party prior to the conclusion of said thirty (30) day period. In such event of notice of cancellation, and in the event the UNITED STATES reinstitutes its constructive claim against the collateral, the debtor agrees to reissue the bond before the end of the thirty (30) day period for an amount equal to or greater than the above value of the attached security agreement, unless the parties agree otherwise.

NOTICE OF LIEN

This agreement constitutes an International Commercial Lien on all property (in each of their individual capacity/form/item) of the Debtor (indemnitor) on behalf of, and for the benefit of, the Secured Party Creditor (indemnitee) in the amount of $100,000,000.00 (ONE HUNDRED MILLION), in silver dollars, fiat money, or money of account/credit, at par value. This lien will expire at the moment that the indemnitee expires or when this lien is satisfied by any Third Party Interloper who seeks to take/seize any of said property.

_____DEBTOR NAME _____, Indemnitor

_____-_____: _____ , Indemnitee

POWER OF ATTORNEY

This document is a limited power of attorney. It is signed by the DEBTOR giving the SECURED PARTY (flesh and blood you) the power to act in conducting the DEBTOR'S business, including signing papers, checks, title documents, contracts, handling bank accounts and any other commercial activity. With the completion of this document you become the agent or "Attorney In Fact" for the DEBTOR, signing documents as "Benjamin Freedom Franklin, Attorney In Fact for BENJAMIN FREEDOM FRANKLIN."

1. Place the bonus CD in your drive and open the file: "Power of Attorney". You can use the sample to guide you in preparing your Power of Attorney. For those of you who do not have the Bonus CD, the samples follow these instructions.

2. Now open the file "Power of Attorney", and Double-click on the footer section. Replace the single instance of UNIQUE_ID with the document id that you have chosen for your Power of Attorney, and the single instance of SP_NAME. After replacing each identifier, click the button toolbar to deselect the bold text, and change the font color back to black with the drop-down tool on the toolbar. When you are done, close the pop-up toolbar and go to the top of the document.

3. Scan the pages called out in the table below and replace each identifier listed in the table with your personal information. All identifiers are color coded in bold text for easy identification. After replacing each identifier, click the button on toolbar to deselect the bold text, and change the font color back to black with the drop-down tool on the toolbar.

Document	Page #	Item #	Identifier
Power of Attorney	1	1	DT_NAME
		2	SP_NAME
		3	DT_NAME
		4	DT_NAME
		5	SP_NAME
	2	1	DAY_NO
		2	MONTH_NAME
		3	YEAR_NO
		4	STATE_NAME
		5	COUNTY_NAME

POWER OF ATTORNEY

LIMITED

Know All Men by These Presents: That I, BENJAMIN FREEDOM FRANKLIN **[1]**, the Debtor, corporate entity, and 'ens legis,' the undersigned, hereby make, constitute and appoints Benjamin Freedom Franklin **[2]**, herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawfully Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit:

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargeable) belonging to or accepted or claimed by me, or presented to the DEBTOR; BENJAMIN FREEDOM FRANKLIN **[3]**, (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefore, together with the right and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;

2. To exercise any or all of the following powers as to all kinds of personal property, private property and any property, goods, wares and merchandise, chooses in action and other property in possession or where a security interest is established and to or in other actions;

3. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the commercial adjustment of any such account held open against the DEBTOR-BENJAMIN FREEDOM FRANKLIN **[4]**; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf;

4. To open any Checking accounts whereupon being 'closed,' to discharge any fines, fees, taxes and debts via adjustment and set-off.

5. To create, amend, supplement and or terminate any trust or the RES created by the government (District of Columbia) and ratified or exercised in any manner by any other State;

6. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise.

GIVING AND GRANTING, unto me said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney-in-

fact shall be applicable to all real and private property, personal property or interest therein now owned or hereinafter acquired by me as the 'ENS LEGIS/LLC and wherever situate, and as evidenced by a filed security interest.

My said Attorney-in-fact: Benjamin Freedom Franklin **[5]** is empowered hereby to determine in his sole discretion the time, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument(s) or document(s) which may be executed by him pursuant hereto; and in the acquisition or distribution of real, personal or private property, my said Attorney-in-fact shall have exclusive power to fix the terms or amounts thereof for cash, funds, credit and/or affecting all property, including rights, titles, interest to same and if on/for credit – with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural.

WITNESS my hand this _____day of _____, 2009, A.D. **[6]**

BENJAMIN FREEDOM FRANKLIN

_____ **[1]**

Secured Party

/S/_____ **[7]**
_____ _____ _____ **[2]**

ACKNOWLEDGEMENT

County of Maryland **[8]**)
) Scilicet
Maryland state **[9]**)

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that_____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal;

Notary Public

My Commission Expires _____

Data Sheet For:
Power of Attorney

The bracketed numbers [ ] that appear on the Sample Power of Attorney indicates the information to be inputted on your Power of Attorney with the example to the right. Remove all 'number brackets' on your finished document.

Item:	Data: (Example)
[1] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[2] Secured Party Name	Benjamin Freedom Franklin
[3] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[4] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[5] Secured Party Name	Benjamin Freedom Franklin
[6] Date Power of Attorney is created, signed and Notarized	10th day of October, 2009
[7] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[8] Secured Party Name Signed in Blue Ink	Benjamin Freedom Franklin
[9] Secured Party Name ...typed.	Benjamin Freedom Franklin
[10] Name of County	Corruption ... example> Jackson
[11] Name of State	Confusion ... example> Maryland
[12] Date of P.O.A. Notarized	October 10, 2009
[13] Signature of Secured Party after Notarizing	
[14] Power of Attorney identifier #	301171706177601-BBF

POWER OF ATTORNEY

LIMITED

Know All Men by These Presents: That I, _____ _____ _____ **[1]**, the Debtor, corporate entity, and 'ens legis,' the undersigned, hereby make, constitute and appoints _____ _____ _____ **[2]**, herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawfully Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit:

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargeable) belonging to or accepted or claimed by me, or presented to the DEBTOR; _____ _____ _____ **[3]**, (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefore, together with the right and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;

2. To exercise any or all of the following powers as to all kinds of personal property, private property and any property, goods, wares and merchandise, chooses in action and other property in possession or where a security interest is established and to or in other actions;

3. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the commercial adjustment of any such account held open against the DEBTOR-_____ _____ _____ **[4]**; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf;

4. To open any Checking accounts whereupon being 'closed,' to discharge any fines, fees, taxes and debts via adjustment and set-off.

5. To create, amend, supplement and or terminate any trust or the RES created by the government (District of Columbia) and ratified or exercised in any manner by any other State;

6. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise.

GIVING AND GRANTING, unto me said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney-in-

fact shall be applicable to all real and private property, personal property or interest therein now owned or hereinafter acquired by me as the 'ENS LEGIS/LLC and wherever situate, and as evidenced by a filed security interest.

My said Attorney-in-fact: _____ _____ _____ **[5]** is empowered hereby to determine in his sole discretion the time, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument(s) or document(s) which may be executed by him pursuant hereto; and in the acquisition or distribution of real, personal or private property, my said Attorney-in-fact shall have exclusive power to fix the terms or amounts thereof for cash, funds, credit and/or affecting all property, including rights, titles, interest to same and if on/for credit – with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural.

WITNESS my hand this _____day of _____, 2009, A.D. **[6]**

DEBTOR' NAME HERE

_____ **[1]**

Secured Party:

/S/_____ **[7]**
_____ _____ _____ **[2]**

ACKNOWLEDGEMENT

County of _____ **[8]**)
) Scilicet
_____ state **[9]**)

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that_____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal;
Notary Public
My Commission expires _____

Note; The 'footer' would be; 1 (page #) Power of Attorney Item # 061507-2/POA/BFF
Otherwise; see the form in the 'CD.'

COMMON LAW COPYRIGHT

The name of the child, created by your parents, was taken by the agents of a corporate governmental entity at birth and construed to ALL CAPS to establish a juridical person—ENS LEGIS—Straw-man—Debtor for tax and commercial purposes. Your name in ALL CAPS is being used to create a benefit for another through endorsements on commercial instruments generated from the registration of the newborns given name by collusion with another form of identification, registered by the taking Person of the STATE. The purpose of executing a common law copyright is to retroactively secure 'copyright' on the name of your debtor as well as your name, so that the 'name' cannot be used in commerce to make profit (so-called money) without your permission. The copyright notice clears the presumed interest in title that the STATE assumes from simple possession from evidence of title they hold in their records, so that you may share in this benefit of Use. You can use this to your advantage against third parties making claims against your Debtor, usually the units of local, state, and federal government, or to prevent a corporation from making money on the name of the debtor, *e.g.*, credit reporting agencies, unless they have contracted with you for 'permission.' You must provide them with a 'license' so that they can correct the record. License is created by you giving permission, should you so desire.

1. Place the bonus CD in your drive and open the file: "SPC Documents/UCC-1 Referenced/Security Agreement/sample Copyright." You can use the sample to guide you in preparing your Common Law Copyright. For those of you who do not have the Bonus CD, the samples follow these instructions.

2. Now open the file "SPC Documents/UCC-1 Referenced/Security Agreement/generic Copyright," and Double-click on the footer section. Replace the single instance of UNIQUE_ID with the document id that you have chosen for your Common Law Copyright. When you are done, close the pop-up toolbar and go to the top of the document.

3. Scan the pages called out in the table below and replace each identifier listed in the table with your personal information. All identifiers are color coded in bold text for easy identification. After replacing each identifier, click the **B** button on toolbar to deselect the bold text, and change the font color back to black with the A drop-down tool on the toolbar.

Document	Page #	Item #	Identifier
Common Law Copyright	1	1	DT_NAME
		2	SP_NAME
		3	SP_NAME
		4	SP_NAME
		5	DT_NAME
		6	DT_NAME
		7	DT_NAME

		8	UNIQUE_ID (HHA)
		9	DAY_NO
		10	MONTH_NO
		11	YEAR_SPELLED
		12	DT_NAME
		13	SP_NAME
		14	DT_NAME
		15	SP_NAME
		16	SP_NAME
	2	1	DT_NAME
		2	SP _NAME
		3	DD_MONTH_YEAR (Signed)
	3	1	MONTH_AND_DAY
		2	YEAR_NO
		3	DT_NAME

There are two important points of clarification in regard to the Common Law Copyright that are new to this edition of the Redemption Manual. It is not necessary to publish the text of the copyright in a newspaper or post it in your local courthouse—it will only be necessary to give notice as the need arises. The following case cite from, **Mullane v. Central Hanover Bank & Trust**, has been brought forward and is the basis of this change in procedure. We provide the following abstract for your reference:

"The adequacy of notice depends on the peculiarities of the particular case. To quote Justice Jackson writing for the Court in Mullane, "But when notice in a person's due process which is a mere gesture is not due process." 339 US, at p. 315

It is from this pint, that I examine the claimant's position. In doing so, I do not give any weight to the fact of the publications in the Law Bulletin. As noted by Justice Jackson, "...it is too much in our day to suppose that ... (anyone) does or could examine all that is published to see if something may be tucked away in it that affects his property interests." Mullane, supra p. 320.

To begin this analysis, Mr. Cleves had notice of the seizure on April 22, 1992. This notice was actual. From that day forward he was aware the government had by "force of arms" taken from him what some might say was a substantial sum of money. Clearly, from the point he had notice his interest in these funds was in jeopardy.

Mr. Cleves has cited no case, nor can this Court find any decision which requires the government to serve him with actual notice of the forfeiture proceeding. Indeed, that is not the standard. This Court must determine whether based on the totality of the circumstances, the method used was reasonably calculated to appraise Mr. Cleves of

the pendency of the action and to afford him an opportunity to present his objections. Mullane, supra., p 314. In mailing notice of the action to Mr. Cleves at his only known address, the government satisfied the requirements of the Due Process clause of the United States Constitution. See Mennonite Bd. Of Missions v. Adams (1983) 462 U.S. 791; United States v. Clark (10th Cir., 1996 84 F.3d 378; Maxwell v. Downs (8th cir., 1995) 68 F. 3d 1030; Williams v. United States D.E.A. (7th Cir., 1995) 51 F. 3rd 732. It is irrelevant that the mailing was returned "unclaimed" or "unknown", as the adequacy of notice is measured at the time sent. See Sarit v. Drug Enforcement Administration (1st Cir., 1993) 987 f. 2d 10, 14."

Common Law Copyright Notice

Common Law Copyright Notice: All rights reserved re; common-law copyright of trade-name/trademark, BENJAMIN FREEDOM FRANKLIN© **[1]** as well as any and all derivatives and variations in the spelling of said trade-names/trademarks - Copyright **1974 [2]-(18th Birth-Day-Year-**remove this line in final doc!), by Benjamin Freedom Franklin**[3]**. Said trade-names/trademarks, ©, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Benjamin Freedom Franklin**[4]** as signified by the blue-ink signature of Benjamin Freedom Franklin[2], hereinafter 'Secured Party.' With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in blue ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of BENJAMIN FREEDOM FRANKLIN©, **[5]** and all such unauthorized use is strictly prohibited. Secured Party, under necessity, is an accommodation party, and surety for the purported debtor, i.e. "BENJAMIN FREEDOM FRANKLIN©, **[6]**" nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. "BENJAMIN FREEDOM FRANKLIN©, **[7]**" in Hold-harmless and Indemnity Agreement No. **00000000000000** dated the **30th Day of the 6th Month in the Year of Our Lord Two-Thousand and Nine [9]** against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract / Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User," consent and agree that any use of "BENJAMIN FREEDOM FRANKLIN©, **[9]**", other than authorized use as set forth above; constitutes unauthorized use of Secured Party's copyrighted property and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a debtor and 'Upper and Lower Case Name Here' is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's property and interest in property in the sum certain amount of $500,000.00 per each trade-name/trademark used, per each occurrence of use (violation/infringement), plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, "BENJAMIN FREEDOM FRANKLIN©, **[10]**"; (2) authenticates this Security Agreement wherein User is debtor and Benjamin Freedom Franklin**[11]** is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing Users contractual

obligation in favor of Secured Party for User's unauthorized use of Secured Party's copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement wherein User is debtor and Benjamin Freedom Franklin**[12]** is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)," as well as in paragraph "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms,' with full authorization and power granted Secured Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use.

Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(1)"; and (2). User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," irrespective of any and all of Users former property and interest in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full.

Payment Terms: In accordance with fees for unauthorized use of "BENJAMIN FREEDOM FRANKLIN©, **[13]**" as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees, as sent and received by tort feasor.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office.

Record Owner: Benjamin Freedom Franklin**[14]**, Autograph Common Law Copyright **1974**. **[15]**

Record owner: Secured Party / creditor name autographed common-law copyright:

Copyrighted Date _____, 2009 **[16]**

Without Prejudice/Without Recourse

_____ **[17]**
..... - Secured Party, **[18]**
Authorized Representative, Attorney-In-Fact on behalf of
DEBTOR NAME HERE©, Ens legis

ACKNOWLEDGEMENT

County of _____)
) Scilicet
_____ state)

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that_____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal;
Notary Public
My Commission expires _____

Data Sheet For:
Common Law Copyright Notice

The bracketed numbers [ ] that appear on the Sample Common Law Copyright Notice indicates the information to be inputted on your Common Law Copyright Notice with the example to the right. Remove all 'number brackets' on your finished document.

Item:	Data: (Example)
[1] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[2] Year Date of your Birthday	1974
[3] Secured Party Name	Benjamin Freedom Franklin
[4] Secured Party Name	Benjamin Freedom Franklin
[5] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[6] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[7] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[8] Hold-harmless Agreement # and date it was signed	
[9] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[10] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[11] Secured Party Name	Benjamin Freedom Franklin
[12] Secured Party Name	Benjamin Freedom Franklin
[13] Debtor/Straw-man Name	BENJAMIN FREEDOM FRANKLIN
[14] Secured Party Name	Benjamin Freedom Franklin
[15] Year Date of your Birthday	1974
[16] Date Copyright is signed	October 10, 2009
[17] Name of Secured Party –	signed in Blue Ink
[18] Name of Secured Party typed!	
[19] Common Law Copyright identifier	sample #021705-CLC-BBF

Common Law Copyright Notice

Common Law Copyright Notice: All rights reserved re; common-law copyright of trade-name/trademark, _____© **[1]** as well as any and all derivatives and variations in the spelling of said trade-names/trademarks - Copyright **1974 -(18th Birth-Day-Year-**remove this line in final doc!), by _____ **[2]**. Said trade-names/trademarks, ©, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of _____ **[2]** as signified by the blue-ink signature of _____ [2], hereinafter 'Secured Party.' With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in blue ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of _____©, **[1]** and all such unauthorized use is strictly prohibited. Secured Party, under necessity, is an accommodation party, and a surety for the purported debtor, i.e. "_____©, **[1]**" nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. "_____©, **[1]**" in Hold-harmless and Indemnity Agreement No. **00000000000000** dated the **30th Day of the 6th Month in the Year of Our Lord Two-Thousand and Nine** against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract / Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User," consent and agree that any use of "_____©, **[1]**", other than authorized use as set forth above; constitutes unauthorized use of Secured Party's copyrighted property and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a debtor and 'Upper and Lower Case Name Here' is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's property and interest in property in the sum certain amount of $500,000.00 per each trade-name/trademark used, per each occurrence of use (violation/infringement), plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, "_____©, **[1]**"; (2) authenticates this Security Agreement wherein User is debtor and _____ **[2]** is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing Users contractual obligation in favor of Secured Party for User's unauthorized use of

Secured Party's copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement wherein User is debtor and _____ **[2]** is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)," as well as in paragraph "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms,' with full authorization and power granted Secured Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:

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Payment Terms: In accordance with fees for unauthorized use of "_____©, **[1]**" as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees, is sent to tort feasor.

Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," irrespective of any and all of Users former property and interest in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and

interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office.

Record Owner: _____ **[2]**, Autograph Common Law Copyright **1974**.

Record owner: Secured Party / creditor name autographed common-law copyright:

Copyrighted Date _____, 2009

Without Prejudice/Without Recourse

_____ **[2]**
..... - Secured Party, Authorized Representative, Attorney-In-Fact on behalf of the DEBTOR NAME HERE©, Ens legis

ACKNOWLEDGEMENT

County of _____)
) Scilicet
_____ state)

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that_____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal;
Notary Public
My Commission expires _____

HOLD HARMLESS AND INDEMNITY AGREEMENT

This agreement secures you from all liabilities of the Debtor. This is your Teflon coated shield of protection against any party that may attempt to use you as surety for the Straw-man.

1. Place the bonus CD in your drive and open the file: "SPC Documents/UCC-1 Referenced/Security Agreement/sample Indemnity." You can use the sample to guide you in preparing your Hold Harmless and Indemnity Agreement. For those of you who do not have the Bonus CD, the samples follow these instructions.

2. Now open the file "SPC Documents/UCC-1 Referenced/Security Agreement/generic hold harmless agreement", and Double-click on the footer section. Replace the single instance of UNIQUE_ID with the document id that you have chosen for your Security Agreement, and the two instances of SP_NAME. When you are done, close the pop-up toolbar and go to the top of the document.

3. Scan the pages called out in the table below and replace each identifier listed in the table with your personal information. All identifiers are color coded in bold text for easy identification. After replacing each identifier, click the **B** button on toolbar to deselect the bold text, and change the font color back to black with the A drop-down tool on the toolbar.

Document	Page #	Item #	Identifier
Hold Harmless Agreement	1	1	UNIQUE_ID "HHIA-123456789"
		2	DT_NAME
		3	SSN
		4	DT_NAME
		5	SP_NAME
		6	DT_NAME
		7	SP_NAME
		8	SP_NAME
	2	1	DT_NAME
		2	SP_NAME
		3	SP_NAME
		4	UNIQUE_ID
		5	DT_NAME
		6	DT_NAME
		7	DT_NAME
		8	SP_NAME
		9	SP_NAME
		10	SP_NAME

		11	SP_NAME
		12	SP_NAME
		13	SP_NAME
		14	DT_NAME
	3	1	SP_NAME
		2	DT_NAME
		3	UNIQUE_ID
		4	DAY_NO (Signed)
		5	MONTH_NAME (Sign in blue-ink)
		6	YEAR_SPELLED
		7	DT_NAME
		8	SP_NAME
		9	DT_NAME

HOLD HARMLESS AND INDEMNITY AGREEMENT

Number 109378196405**[2]**

Non-Negotiable - Private Between the Parties

PARTIES:

Debtor:**[3]**
FRANKLIN BENJAMIN FREEDOM© trade-name
P.O. Box 1776
BALTIMORE, MD 21201

Creditor: **[4]**
Benjamin Freedom Franklin©
c/o 1776 Redemption Road
Baltimore, Maryland [21201]

... and any and all derivatives and variations in the spelling of said name.

Debtor's Social Security Account Number: 101-88-1776**[5]**

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into in this Tenth Day of the Tenth Month in the Year of Our Lord Two Thousand and Four**[6]** between the juristic person: "FRANKLIN BENJAMIN FREEDOM©**[7]**," and any and all derivatives and variations in spelling of said name hereinafter jointly and severally "Debtor," except, " Benjamin Freedom Franklin©**[8]**," the living, breathing, flesh-and-blood man, known by the distinctive appellation Benjamin Freedom Franklin©**[9]**, hereinafter "Creditor."

For valuable consideration Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for Debtor.

Defined; Glossary of Terms

As used in this Hold-harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, non obstante:

Appellation. In this Hold-harmless and Indemnity Agreement the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh and-blood

man.

Conduit. In this Hold-harmless and Indemnity Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name, "FRANKLIN BENJAMIN FREEDOM©**[10]**," also known by any and all derivatives and variations in the spelling of said name of Debtor except all derivatives and variations in the spelling of the name of "Benjamin Freedom Franklin©**[11]**," Creditor.

Creditor. In this Hold-harmless and Indemnity Agreement the term "Creditor" means "Benjamin Freedom Franklin©**[12]**" and all derivatives and variations in the spelling of the name of "Benjamin Freedom Franklin©**[13]**".

Debtor. In this Hold-harmless and Indemnity Agreement the term "Debtor" means "FRANKLIN BENJAMIN FREEDOM©**[14]**," also known by any and all derivatives and variations in the spelling of said name excepting "Benjamin Freedom Franklin©**[15]**" and all derivatives and variations in the spelling of the name of "Benjamin Freedom Franklin©**[16]**".

Derivative. In this Hold-harmless and Indemnity Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

Ens legis. In this Hold-harmless and Indemnity Agreement the term "ens legis" means a creature of the law; an artificial being, such as a corporation, considered as deriving its existence entirely from the law, as contrasted with a natural person.

Hold-harmless and Indemnity Agreement. In this Hold-harmless and Indemnity Agreement the term "Hold-harmless and Indemnity Agreement" means this Hold-harmless and Indemnity Agreement No. 109378196405**[17]** as this Hold-harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments, exhibits, documents, endorsements, and schedules re this Hold-harmless and Indemnity Agreement attached "FRANKLIN BENJAMIN FREEDOM©**[18]**." In this Hold-harmless and Indemnity Agreement the "FRANKLIN BENJAMIN FREEDOM© **[19]**" means "FRANKLIN BENJAMIN FREEDOM©"**[20]** and any and all derivatives and variations in the spelling of said name except, "Benjamin Freedom Franklinr©**[21]**" and all derivatives and variations in the spelling of the name "Benjamin Freedom Franklin©**[22]**." Common Law Copyright © 2009 by "Benjamin Freedom Franklin©**[23]**." All Rights Reserved.

In this Hold-harmless and Indemnity Agreement the term "Benjamin Freedom Franklin©**[24]**" means the sentient, living, flesh-and-blood man identified by the distinctive appellation Benjamin Freedom Franklin©**[25]** and all derivatives and variations in the spelling of the name "Benjamin Freedom Franklin©**[26]**." All rights are reserved re use of "Benjamin Freedom Franklin©**[27]**." Autograph Common Law Copyright 2009.

Juristic person. In this Hold-harmless and Indemnity Agreement the term "juristic person" means an abstract, legal entity ens legis, such as a corporation, created by construct of law and

considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. FRANKLIN BENJAMIN FREEDOM©**[28]** which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept - by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library, The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation ---- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And the none the worse for it. No doubt, "Metaphors in law are to be narrowly watched. "Cardozo, J., in Berkey v. Third Avenue R. Co., 244 N.Y. 84, 94, "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

"Observation: A person has a property right in the use of his or her name which a person may transfer or assign." Gracey v. Maddin, 769 S.W. 2nd 497 (Tenn. Ct. App. 1989).

Living, breathing, flesh-and-blood man. In this Private Agreement the term "living, breathing, flesh-and-blood man" means the Creditor "Benjamin Freedom Franklin©**[29]**", a sentient, living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person created by construct of law.

Non obstante. In this Private Agreement the term "non obstante" means: Words anciently used in public and private instrument with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. . 70. (Cited for reference only)

Sentient, living, being. In this Private Agreement the term "sentient, living being" means the Creditor, i.e "Benjamin Freedom Franklin©**[30]**", a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic corporation, partnership, association, and the like.

Transmitting Utility. In this Hold-harmless and Indemnity Agreement the term "transmitting utility" means a 'commercial transmitting utility,' i.e., a conduit for all commercial presentments and matters passed to or presented to the Debtor, i.e. FRANKLIN BENJAMIN FREEDOM© **[31]**.

UCC. In this Hold-harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

This Hold-harmless and Indemnity Agreement No. 109378196405**[32]** is dated: the Tenth Day of the Tenth Month in the Year of Our Lord Two Thousand and Nine **[33]**.

Debtor: FRANKLIN BENJAMIN FREEDOM© **[34]**.

_____

Debtor's Signature

Creditor accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401 (b).

Creditor: Benjamin Freedom Franklin© **[35]**

_____

Creditor's Signature - Autograph Common

Copyright(c) 1776 By Benjamin Freedom Franklin©**[36]**. All Rights Reserved.

ACKNOWLEDGEMENT

County of _____ **[37]**)
) Scilicet
_____ state **[38]**)

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that_____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal;
Notary Public
My Commission Expires _____

Data Sheet For:
Hold-Harmless Agreement

The bracketed numbers [ ] that appear on the Sample Hold-Harmless Agreement indicates the information to be inputted on your Hold-Harmless Agreement with the example to the right. Remove all 'number brackets' on your finished document.

Item:	Data: (Example)
[1] Footer – Hold-Harmless identifier number you create	**sample> #109378196405/HHIA**
[2] Hold-Harmless identifier	**#109378196405/HHIA**
[3] Debtor's Name & Address	**BENJAMIN FREEDOM FRANKLIN P.O. Box 1776 Baltimore, MD 21201**
[4] Secured Party Name & Address	**Benjamin Freedom Franklin c/o 1776 Redemption Road Baltimore, Maryland state 21201 United States of America**
[5] UCC Contract Trust Account/SS#	**101-88-1776**
[6] Date Hold-Harmless Agreement is	**Tenth Day of Tenth Month in the Year created and signed of Our Lord Two Thousand and Four**
[7] Debtor/Straw-man Name	**BENJAMIN FREEDOM FRANKLIN**
[8] Secured Party Name	**Benjamin Freedom Franklin**
[9] Secured Party Name	**Benjamin Freedom Franklin**
[10] Debtor/Straw-man Name	**BENJAMIN FREEDOM FRANKLIN**
[11] Secured Party Creditor	**Benjamin Freedom Franklin**
[12] Secured Party Name	**Benjamin Freedom Franklin**
[13] Secured Party Name	**Benjamin Freedom Franklin**
[14] Debtor/Straw-man Name	**BENJAMIN FREEDOM FRANKLIN**
[15] Secured Party Name	**Benjamin Freedom Franklin**
[16] Secured Party Name	**Benjamin Freedom Franklin**

[17] Hold-Harmless Agreement identifier #109387196405

[18]	**Debtor/Straw-man Name**	**BENJAMIN FREEDOM FRANKLIN**
[19]	**Debtor/Straw-man Name**	**BENJAMIN FREEDOM FRANKLIN**
[20]	**Debtor/Straw-man Name**	**BENJAMIN FREEDOM FRANKLIN**
[21]	**Secured Party Name**	**Benjamin Freedom Franklin**
[22]	**Secured Party Name**	**Benjamin Freedom Franklin**
[23]	**Secured Party Name**	**Benjamin Freedom Franklin**
[24]	**Secured Party Name**	**Benjamin Freedom Franklin**
[25]	**Secured Party Name**	**Benjamin Freedom Franklin**
[26]	**Secured Party Name**	**Benjamin Freedom Franklin**
[27]	**Secured Party Name**	**Benjamin Freedom Franklin**
[28]	**Debtor/Straw-man Name**	**BENJAMIN FREEDOM FRANKLIN**
[29]	**Secured Party Creditor**	**Benjamin Freedom Franklin**
[30]	**Secured Party Creditor**	**Benjamin Freedom Franklin**
[31]	**Debtor/Straw-man Name**	**BENJAMIN FREEDOM FRANKLIN**
[32]	**Hold-Harmless Agreement identifier**	**sample; #021705-HHI-BFF**
[33]	**Date Hold-Harmless Agreement is created and signed.**	**Sample; Tenth Day of the Tenth Month in the Year of Our Lord Two Thousand and Four**
[34]	**Debtor/Straw-man Name**	**BENJAMIN FREEDOM FRANKLIN**
[35]	**Secured Party Creditor**	**Benjamin Freedom Franklin**
[36]	**Secured Party Creditor**	**Benjamin Freedom Franklin**
[37]	**Name of County**	**... example> Jackson**
[38]	**Name of State**	**... example> Oregon**
[39]	**Date of H.H.I. is Notarized**	**The current date/day you Notarize the document**

HOLD HARMLESS AND INDEMNITY AGREEMENT

Number _____[2]

Non-Negotiable - Private Between the Parties

PARTIES:

Debtor:[3]
_____ _____ _____© trade-name
____ _____
_____, __ ____

Creditor: [4]
_____ _____ _____©
c/o ____ _____ _____
_____, _____, _____

...and any and all derivatives and variations in the spelling of said name.

Debtor's Social Security Account Number: 101-88-1776[5]

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into in this _____ Day of the _____ Month in the Year of Our Lord Tow thousand and Four[6] between the juristic person: "_____ _____ _____© **[7],**" and any and all derivatives and variations in spelling of said name hereinafter jointly and severally "Debtor," except, " _____ _____ _____© **[8],**" the living, breathing, flesh-and-blood man, known by the distinctive appellation _____-_____: _____© **[9],** hereinafter "Creditor."

For valuable consideration Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for Debtor.

Defined: Glossary of Terms.

As used in this Hold-harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, non obstante:

Appellation. In this Hold-harmless and Indemnity Agreement the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh and-blood man.

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Hold-harmless and Indemnity Agreement. In this Hold-harmless and Indemnity Agreement the term "Hold-harmless and Indemnity Agreement" means this Hold-harmless and Indemnity Agreement No. _____ **[17]** as this Hold-harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments, exhibits, documents, endorsements, and schedules re this Hold-harmless and Indemnity Agreement attached "_____ _____ _____© **[18]**." In this Hold-harmless and Indemnity Agreement the "_____ _____ _____© **[19]**" means "_____ _____ _____ **[20]**©" and any and all derivatives and variations in the spelling of said name except, "_____ _____ _____r© **[21]** " and all derivatives and variations in the spelling of the name "_____ _____ _____© **[22]**." Common Law Copyright © 2009 by "_____ _____ _____© **[23]**." All Rights Reserved.

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Juristic person. In this Hold-harmless and Indemnity Agreement the term "juristic person" means an abstract, legal entity ens legis, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. _____ _____ _____© **[28]** which, on the basis of legal reasoning,

is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept - by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library, The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation ------ Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And the none the worse for it. No doubt, "Metaphors in law are to be narrowly watched. "Cardozo, J., in Berkey v. Third Avenue R. Co., 244 N.Y. 84, 94, "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

"**Observation**: A person has a property right in the use of his or her name which a person may transfer or assign." Gracey v. Maddin, 769 S.W. 2nd 497 (Tenn. Ct. App. 1989).

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Non obstante. In this Private Agreement the term "non obstante" means: Words anciently used in public and private instrument with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. . 70.

Sentient, living, being. In this Private Agreement the term "sentient, living being" means the Creditor, i.e "_____ _____ _____© **[30]**", a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic corporation, partnership, association, and the like.

Transmitting Utility. In this Hold-harmless and Indemnity Agreement the term "transmitting

utility" means a 'commercial transmitting utility,' i.e., a conduit for all commercial presentments and matters passed to or presented to the Debtor, i.e. _____ _____ _____© **[31]**.

UCC. In this Hold-harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

This Hold-harmless and Indemnity Agreement No. _____ **[32]** is dated: the _____ Day of the _____ Month in the Year of Our Lord Two Thousand and Nine **[33]**.

Debtor: _____© **[34]**.

_____
Debtor's Signature

Creditor accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401 (b).

Creditor: _____©[35]

_____
Creditor's Signature - Autograph Common Copyright(c) 1776
by_____ _____ _____© **[36]**. All Rights Reserved.

ACKNOWLEDGEMENT

County of _____)
) Scilicet
_____ state)

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that_____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal;
Notary Public
My Commission Expires _____

Note; The 'footer' would be:
1 (page #) Hold Harmless & Indemnity Agreement **Item #061507-4/HHA/BFF**
...or see 'CD.'

UCC-1 FINANCING STATEMENT

The purpose of the UCC-1 FINANCING STATEMENT is to create a public and private notice of a superior (first in line, first in time) security interest, claim, or lien on collateral. Although strictly speaking, collateral is evidence (indicia) of property, not property itself, the word property may be used synonymously with collateral. In addition, the value of the property may be a benefit only (you control the account) as in the case of a driver's license. The Secured Party may be you or another person that you have entered into a contract with. Evidence of contract for the purpose of capturing your Debtor is your SECURITY AGREEMENT. We will cover three scenarios for using the UCC-1 Financing Statement: You and your Debtor, Cross filing between husband and wife on the other's Debtor, and filing on a third party to insure payment on an agreement. To become a Secured Party, It will be necessary for you to complete a primary UCC-1 FINANCING STATEMENT and if circumstance warrants, one or more informational filings.

An '**Informational Filing**' differs from a primary filing with respect to field (4) of the form. In a primary filing you enter your collateral (property) list. In an informational filing, the words/text is "This is an informational 'in lieu of'' filing, original UCC-1 Financing Statement filed in Washington State, UCC-1# (number), dated; ……." (See sample UCC-1 Informational filing on page 362)

WHERE TO FILE: If you have a credit card and internet access, we strongly suggest that you complete your initial (primary) filing electronically with the state of Washington (**http://www.dol.wa.gov/business**) (1-2-08). There are several advantages to doing so:

- As of this printing, Washington is the easiest state to file into and takes about 30 minutes.

- They will accept filings from anywhere.

- You get your filing number (required in the CHARGEBACK process) at the close of your internet filing/transaction. If you file by mail, you may wait up to two weeks or more.

Note: Under article 4, section 1 of the u.S. Constitution "all states must give due recognition of all other states; acts, filing, documents," etc.

Note: If you don't have access to the internet from home, there are a variety of alternatives for example, internet cafés, Kinko's, or your local library.

If you file in a state other than the state of your BIRTH: It is MANDATORY that you also complete an informational filing with your birth state. Make sure to indicate that this is an informational filing by including the words "informational filing"/ "in lieu of" filing, on the form. Be sure to include a money order to cover the filing fee.

If you are DOMICILED in a state other than your BIRTH state or your PRIMARY filing state, you must also complete an INFORMATIONAL FILING in the state where you live.

ELECTRONIC FILING: Here is an overview of the steps to take when doing your electronic filing on the internet (see detailed instructions below in the MANUAL FILING section). Note that some states do not offer electronic filing.

1. Open up web page to the Secretary of State – UCC section, select 'Electronic Filing, select FINANCING STATEMENT

2. Fill in all necessary fields–see detailed instructions below. Make sure you have completed the UCC-1 REFERENCED DOCUMENTS sections before you begin.

3. Note: to save time, pre-type your 'Collateral Text Paragraph' before beginning the 'electronic filing sequence. Save 'Collateral Text' and place on lower tool bar.

4. When you get to the collateral box, just do a 'copy and paste!'

   Note: in the Washington State electronic filing process, when the 'form' is filled in and you press 'submit,' it usually puts up an information window stating that it doesn't recognize the 'foreign symbols'; (@ $ & ( ) ! # - Periods, commas, etc.). In this case, you will have to go back and 'DELETE then RE-TYPE ALL SYMBOLS!' Then hit 'submit.'

5. PRINT YOUR ON-LINE RECEIPT ("Acknowledgement Copy of Initial Financing Statement") at the conclusion of your transaction.

4. Save an electronic (soft) copy of your RECEIPT and a blank copy of a UCC FINANCING STATEMENT to a floppy disk or your hard drive in case you want to use them in the DOCUMENTING YOUR FILING section below.

MANUAL FILING: If you choose to fill-out your UCC-1 Financing Statement manually instead of on-line, a hard copy can be made from the sample form in this book, or printed from the companion 'CD' included with the book. You may also print one from the web, by going to your 'Secretary of State' UCC web page or request one by phone from the UCC division in the state that you will be filing in. Be sure to request the amount of the filing fee and type of payment they will accept so that you can include this with your filing.

To complete your UCC-1 FINANCING STATEMENT, please fill in the following 20 fields with your personal information. The call outs are the actual line designations in the form:

SEE (G) COPY OF UCC-1 PASTE-UP FORM IN DOCS SECTION

Note: The unused fields (27) are not explained below, as this would complicate the instructions. While it is possible for husband and wife to 'cross file' on each other's Debtor, which would use section 2 of the form, we do not show this case. If husband and wife would want to cross file, it is suggested to do separate UCC-1 complete process on each other's Debtor.

B: SEND ACKNOWLEDGEMENT TO: (Name and Address), *use this format*:

Benjamin-Freedom: Franklin
c/o 1776 Redemption Road
Baltimore, Maryland state [21201]

1a: ORGANIZATION'S (Debtor's) NAME, *use this format*:

BENJAMIN FREEDOM FRANKLIN

1c: MAILING ADDRESS, CITY, STATE, POSTAL CODE, COUNTRY

1776 REDEMPTION ROAD
BALTIMORE, MD 21201
USA

1e: TYPE OF ORAGANIZATION, *use this format*:

ENS LEGIS / TRUST

1f: JURISDICTION OF ORGANIZATION

PRIVATE

Note: you are taking commercial control of the Debtor. As the Authorized Representative of the Debtor, being the sovereign (in a collective capacity), Secured Party/Creditor, you have 'ALL Power' within your 'Private' venue. The STATE and its employees are 'debtors' and bankrupt!

1g: ORGANIZATIONAL ID #, if any (number at top of your Birth Certificate)

1944-05118/0974563

Note: The number above was taken from the top of a 'Certificate of Live Birth' and is only used here as an example.

3b: INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, *use this format*:

Franklin:

Benjamin
Freedom-

3c: MAILING ADDRESS (Secured party), CITY, STATE, POSTAL CODE, COUNTRY, *use this format*:

c/o 1776 Redemption Road
Baltimore, Maryland state
[21201] uSA

Note: SPC address should be a physical location, in care of (c/o). To establish a separation between SPC and Debtor, it is preferable that you secure a Post Office Box to use for the Debtor's address. Write the text in all capital letters.

4: This FINANCING STATEMENT covers the following collateral:

[Your list goes here...]

Place a full and complete statement of THE COLLATERAL that is to be covered in the UCC-1 Financing Statement (*see* example below). If this is an *informational* filing, use the following line in place of your original collateral list:

"This is an informational "in lieu of" filing, original UCC-1 Financing Statement filed in Washington State, UCC-1# (number), dated; ***filing date***."

SAMPLE COLLATERAL TEXT:

This is the entry of collateral on behalf of the Creditor/Principal; **Benjamin Freedom Franklin** and of the Debtor; **BENJAMIN FREEDOM FRANKLIN** in the Commercial Chamber under necessity and the following property is hereby registered in the same: All Certificates of Birth Document **#007-01011** as herein liened and claimed at a sum certain $100,000,000.00, **Maryland** Driver License **#MD08974-A**, UCC Contract Trust Account Number **101-88-1776**; Exemption Identification Number **101881776**, AutoTRIS & CUSIP Number; **101881776**; Security Agreement Item No. **052507-1/SA**, Power of Attorney Item No. **052507-2/POA,** Hold Harmless Indemnity Agreement Item No. **052507-3/HHIA**; Copyright Notice Item No. **052507-4/CLC**. Said registration is to secure the rights, title(s) and interest in and of the Root of Title and Birth Certificate # **007-10101** as received by the Maryland DEPARTMENT OF HEALTH AND WELFARE (Division of Vital Statistics), DNA, Blood, Retina Scans, fingerprints (of record owner) and all Debentures, Indentures, Accounts, and all the Pledges represented by same included but not limited to the pignus, hypotheca, hereditments, res, the energy and all products derived there-from, nunc pro tunc, but not limited to all capitalized names: **BENJAMIN FREEDOM FRANKLIN, BENJAMIN F. FRANKLIN, B.F. FRANKLIN, BENJAMIN FRANKLIN**, or **Benjamin F. Franklin** or any derivatives thereof as used in commerce, and all contracts, agreements, and signatures and/or endorsements, facsimiles, printed, typed or photocopied of owner's name predicated on the 'Straw-man,' Ens legis/Trust described as the debtor and all property is accepted for value and is Exempt from levy. Record owner is not the guarantor or surety to any other

account by explicit reservation. Adjustment of this filing is from Public Policy HJR-192 and UCC 1-104 and 10-104. All proceeds, products, accounts, baggage and fixtures and the Orders there from are to be released to the Secured Party as the authorized representative of the debtor. Debtor is a *commercial* transmitting utility and is a *trust.*

Note; the above text for your UCC-1 has been improved and is the same as it appears on in the 'CD'... but just be cognizant of the 'Item' numbers as compared to the Data Fields herein. Just utilize the format of the 'Item' numbers.

8: OPTIONAL FILER REFERENCE DATA, *use this format*:

Secured Party – Benjamin-Freedom: Franklin

Note: place the text above slightly to the right of the word 'DATA' - Secured Party. For MANUAL FILINGS ONLY: **SIGN** the name of the Secured Party in 'Blue ink', at the far right of field 8.

Note; You may check the Box that indicates that your Debtor is a transmitting utility... but as indicated in the box 4 text, your Debtor is a 'Commercial' transmitting utility (not a telephone, electrical or gas pipeline!) You may also check the box that your debtor is TRUST! (this can be done on the electronic filing process as well as on a hard copy filing - UCC-1 Addendum page!

Note; Any update to the language in the first line of the UCC-1 text language is not reflected in the UCC-1 sample following or in the Collateral sample box on page 376!

SEE THE FOLLOWING SAMPLE FORMS AS AN EXAMPLE FILLED OUT:

1) **UCC-1 ORIGININAL FILING**
2) **UCC-1 INFORMATIONAL FILING**
3) **UCC-3 FILING ON PROPERTY – I.E., PRIVATE AUTO (Pick-up)**

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Benjamin Franklin Freeman
1776 American Way
Corporate City, Any State
99999

File Number; 2006-234-4567
File Date / Time; 6/25/2006 – 12:45 PM
File Location ; Washington State-DOL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: BENJAMIN FRANKLIN FREEMAN

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
P O BOX 1776	CORPORATE CITY	AS	99999	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any
N/A		ENS LEGIS/TRUST	PRIVATE	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Freeman	Benjamin	Franklin	

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1776 American Way	Corporate City	Any State	99999	uSA

4. This FINANCING STATEMENT covers the following collateral:

This is the entry of the collateral record owner; Benjamin Freedom Franklin and of the Debtor; BENJAMIN FREEDOM FRANKLIN in the Commercial Chamber under necessity and the following property is hereby registered in the same: All Certificates of Birth Document #007-01011 are herein liened and claimed at a sum certain $100,000,000.00, Maryland Driver Licensc #MD08974-A, UCC Contract Trust Account Number 101-88-1776; Exemption Identification Number 101881776, AutoTRIS & CUSIP Number; 101881776; Security Agreement No. SA-011717061776BFF, Power of Attorney No. POA-01171706-1776BFF, Hold Harmless Indemnification Agreement No. HHIA-123456789-BFF; Copyright Notice No. CLC-011717061776BFF. Said registration is to secure the rights, title(s) and interest in and of the Root of Title and Birth Certificate # 007-10101 as received by the Maryland DEPARTMENT OF HEALTH AND WELFARE (Division of Vital Statistics), DNA, Retna Scans and all Debentures, Indentures, Accounts, and all the Pledges represented by same included but not limited to the pignus, hypotheca, hereditments, res, the energy and all products derived there-from, nunc pro tunc, but not limited to all capitalized names: BENJAMIN FREEDOM FRANKLIN, BENJAMIN F. FRANKLIN, B.F. FRANKLIN, BENJAMIN FRANKLIN, or any derivatives thereof, and all contracts, agreements, and signatures and/or endorsements, facsimiles, printed, typed or photocopied of owner's name predicated on the 'Straw-man,' LLC (ENS LEGIS) described as the debtor and all property is accepted for value and is Exempt from levy. Record owner is not the guarantor or surety to any other account by explicit reservation. Adjustment of this filing is from Public Policy HJR-192 and UCC 1-104 and 10-104. All proceeds, products, accounts, baggage and fixtures and the Orders there from are to be released to the Secured Party as the authorized representative of the debtor. Debtor is a *commercial* transmitting utility and is a *trust.*

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Secured Party - /Benjamin Franklin Freeman/

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

[redacted]

Note; This a sample copy of what an 'UCC-1 Informational Filing' looks like... ready for mailing to 'UCC Office' with money order payment... sent certified!

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO. (Name and Address)

Benjamin Franklin Freeman
1776 American Way
Corporate City, Any State
99999

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: BENJAMIN FRANKLIN FREEMAN				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: P O BOX 1776	CITY: CORPORATE CITY	STATE: AS	POSTAL CODE: 99999	COUNTRY: USA
1d. SEE INSTRUCTIONS: N/A	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: ENS LEGIS/TRUST	1f. JURISDICTION OF ORGANIZATION: PRIVATE	1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS / ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR 3b. INDIVIDUAL'S LAST NAME: Freeman	FIRST NAME: Benjamin	MIDDLE NAME: Franklin		SUFFIX
3c. MAILING ADDRESS: 1776 American Way	CITY: Corporate City	STATE: Any State	POSTAL CODE: 99999	COUNTRY: uSA

4. This FINANCING STATEMENT covers the following collateral:

Original UCC-1 Financing Statement filed in Washington State – UCC-1 Number 2006-123-4567, Dated June 25, 2006, Time filed; 12:45 PM

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA: Secured Party - Benjamin Franklin Freeman

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

This is a sample of a UCC-3 "Amendment"... Hard-copy... after electronic filing... adding a Vehicle to your 'Commercial Affairs'! Remember, your State issued 'Certificate of Title' only certifies that a title exists but said 'automobile or Pick-up' was pledged to the State as the State owns the 'Vehicle'!

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Benjamin Franklin Freeman
1776 American Way
Corporate City, Any State
99999

File Number; 2006-234-9999-3
File Date/Time; 4/15/2006 2:39 PM
File location; Washington State-DOL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2006-234-4567

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME: BENJAMIN FRANKLIN FREEMAN

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
		Corporation		☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☒ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

The following Property is accepted for value, exempt from levy, and herewith registered in the Commercial Chamber and liened at a sum certain $19,000.00 and is the private property (conveyance) of the Secured Party as authorized representative of the Debtor and said property is not used in commerce upon the highways and is exempt from the State MVD/code registration statutes; property described as; 2005 TOYOTA, Pick-up, Model – Tacoma, Vin # Rt2dn58G0145948 Color; Red / White and Blue, Bearing License Plate Number 012345. Before any of the above property can be disbursed, exchanged, sold, forfeited, gifted, transferred, surrendered, conveyed, destroyed, disposed of, or otherwise removed from DEBTOR'S possession, Secured Party must be satisfied in full Dishonor via Settlement Agreement via Certified Bank Check or Bill of Exchange and acknowledgment of same by DMV/DOT.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Freeman	Benjamin	Franklin	

10. OPTIONAL FILER REFERENCE DATA: Secured Party - Benjamin Franklin Freeman

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)WASHINGTON FILLABLE (REV. 07/01/2001)

Signed in Blue Ink

UCC FINANCING STATEMENT (UCC-1)
'Electronic Filing'

To become a Secured Party Creditor, you must complete a primary UCC-1 Financing Statement, and one or more secondary 'Informational Filings' (see notes below). If you have a credit or debit card and internet access, we strongly suggest that you complete your initial (primary) filing electronically with the state of Washington at **http://www.dol.wa.gov/unfc/uccforms.htm**. There are several advantages to doing so: 1) as of this printing, Washington is the easiest state to file into and takes about 30 minutes. 2) they will accept filings from anywhere. 3) Some states, such as Oregon, are refusing UCC-1 filings. 4) you get your filing number (required in the CHARGEBACK process) at the close of your transaction. If you file by mail, you may wait up to two weeks or more. The cost for ELECTRONIC Filing is $10.00 and can ONLY be paid for by credit card.

Notes:

1. Under Article 4, section 1 of the uS Constitution "all states must give due recognition of all other states; acts, filing, documents," etc.

2. If you file in a state other than the state of your BIRTH: It is MANDATORY that you also complete an *informational 'In lieu of' filing* with your birth state by mail ONLY (see the sample form). Make sure to indicate that this is an informational filing by including the words "informational filing/ 'in lieu of" filing", on the form. Be sure to include a money order to cover the filing fee. (See sample herein).

3. If you are domiciled in a state other than your BIRTH state or your PRIMARY filing state, you must also complete an INFORMATIONAL FILING in the state where you live.

ELECTRONIC FILING:

Note: If you do not have internet access, please proceed to the section **PREPARING YOUR NATIONAL FORM**.

1. To save time, before going online, have your credit card in hand, and prepare your 'Collateral Text Paragraph' in preparation for electronically copying and pasting into the Collateral section of the online form. Place the bonus CD in your drive and open the file: "SPC Documents/UCC-1/box 4 sample text". Now save the file under a different name and replace all text in bold with your personal information. This file is read-only so you will not be able to over write the original information. Once you complete your substitutions, don't forget to save your completed work. You will need this information later in preparing your 'Electronic Filing' and for your National UCC-1 'Hard Copy' Form. Note; the text below is up-dated from the UCC-1 samples herein! THIS IS THE TEXT YOU USE... ↓

   This is the entry of collateral on behalf of the Creditor/Principal; **Benjamin Freedom Franklin** and of the Debtor; **BENJAMIN FREEDOM FRANKLIN** in the Commercial Chamber under necessity and the following property is hereby registered in the same: All Certificates of Birth Document **#007-01011** are herein liened and claimed at a sum certain $100,000,000.00, **Maryland** Driver License **#MD08974-A**, UCC Contract Trust Account

Number **101-88-1776**; Exemption Identification Number **101881776**, AutoTRIS & CUSIP Number; **101881776**; Security Agreement No. **SA-011717061776BFF**, Power of Attorney No. **POA-01171706-1776BFF,** Hold Harmless Indemnification Agreement No. **HHIA-123456789-BFF**; Copyright Notice No. **CLC-011717061776BFF**. Said registration is to secure the rights, title(s) and interest in and of the Root of Title and Birth Certificate **# 007-10101** as received by the Maryland DEPARTMENT OF HEALTH AND WELFARE (Division of Vital Statistics), DNA, Blood, Retina Scans (of record owner) fingerprints, and all Debentures, Indentures, Accounts, and all the Pledges represented by same included but not limited to the pignus, hypotheca, hereditments, res, the energy and all products derived therefrom, nunc pro tunc, but not limited to all capitalized names: **BENJAMIN FREEDOM FRANKLIN, BENJAMIN F. FRANKLIN, B.F. FRANKLIN, BENJAMIN FRANKLIN, Benjamin Franklin** or any derivatives thereof, and all contracts, agreements, and signatures and/or endorsements, facsimiles, printed, typed or photocopied of owner's name predicated on the 'Straw-man,' LLC (ENS LEGIS) described as the debtor and all property is accepted for value and is Exempt from levy. Record owner is not the guarantor or surety to any other account by explicit reservation. Adjustment of this filing is from Public Policy HJR-192 and UCC 1-104
and 10-104. All proceeds, products, accounts, baggage and fixtures and the Orders there from are to be released to the Secured Party as the authorized representative of the debtor. Debtor is a *commercial* transmitting utility and is a *trust.*

2. To begin the filing process, type or copy the following URL into the location bar of your web browser: (for Washington State) **(http://www.dol.wa.gov/business)** or the appropriate URL of the State you are going to file into!

3. Click on the button "Credit Card Login."

4. Click on the Menu Item "File a Financing Statement."

5. **Use the following screen captures from the UCC Washington web page to guide you in filing out the field data.** Observe all blank fields. Click the submit button when you are through.

Note: The reason for leaving the Phone Number, email address, and Social Security Number blank is as follows: Should an agent wish to contact you, they must do so in writing. *This is a self documenting process, required in the event of any attempt to defraud you in the future. Your Social Security Number is private property - you are not required to give it to anyone per federal law.

Note: Due to constraints in the design of the online interface, the format of some information will be different than on the sample UCC-1 FINANCING STATEMENT provided on the Bonus CD. Some field values must be selected from a list box.

FILER

Contact Name
Benjamin-Freedom: Franklin

Phone Number
N/A

Company Name

Email Address

Mailing Address
c/o 1776 Redemption Road

City
Baltimore

State
Maryland

Postal Code
21201

Country
United States

DEBTORS

Initial Financing Statement Debtor

(•) Individual ( ) Organization

Last Name:	First Name	Middle Name	Suffix
FRANKLIN	BENJAMIN	FREEDOM	

Mailing Address
P.O. BOX 1234

City	State	Postal Code	Country
BALTIMORE	Maryland	21201	United States

Optional: SSN

[ ] Same Address Add

SECURED PARTIES

Initial Financing Statement Secured Party

(•) Individual ( ) Organization

Last Name:	First Name	Middle Name	Suffix
franklin	Benjamin	Freedom	

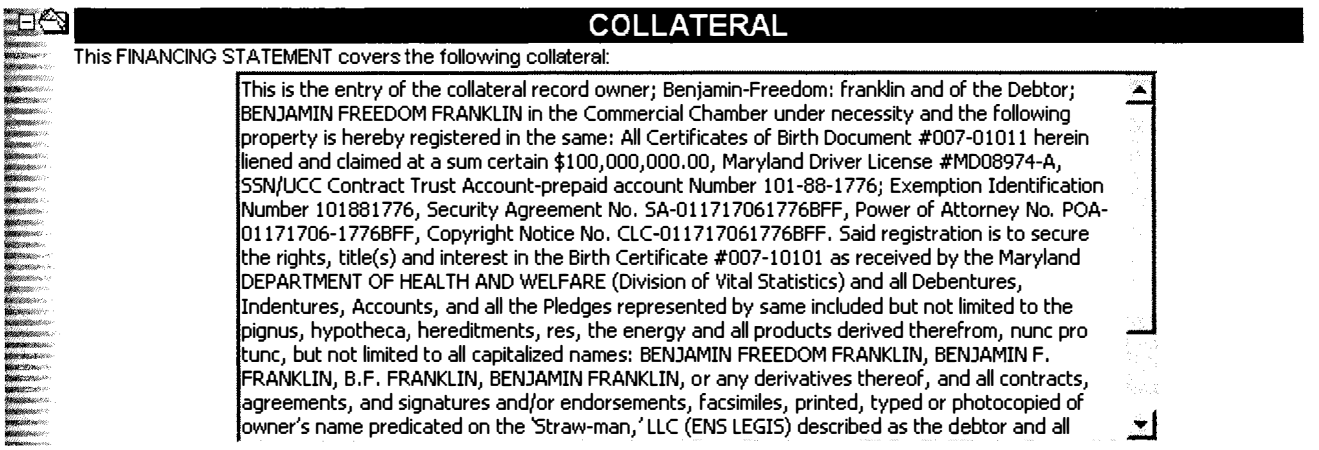
Mailing Address
c/o 1776 Redemption Road

City	State	Postal Code	Country
Baltimore	Maryland	21201	United States

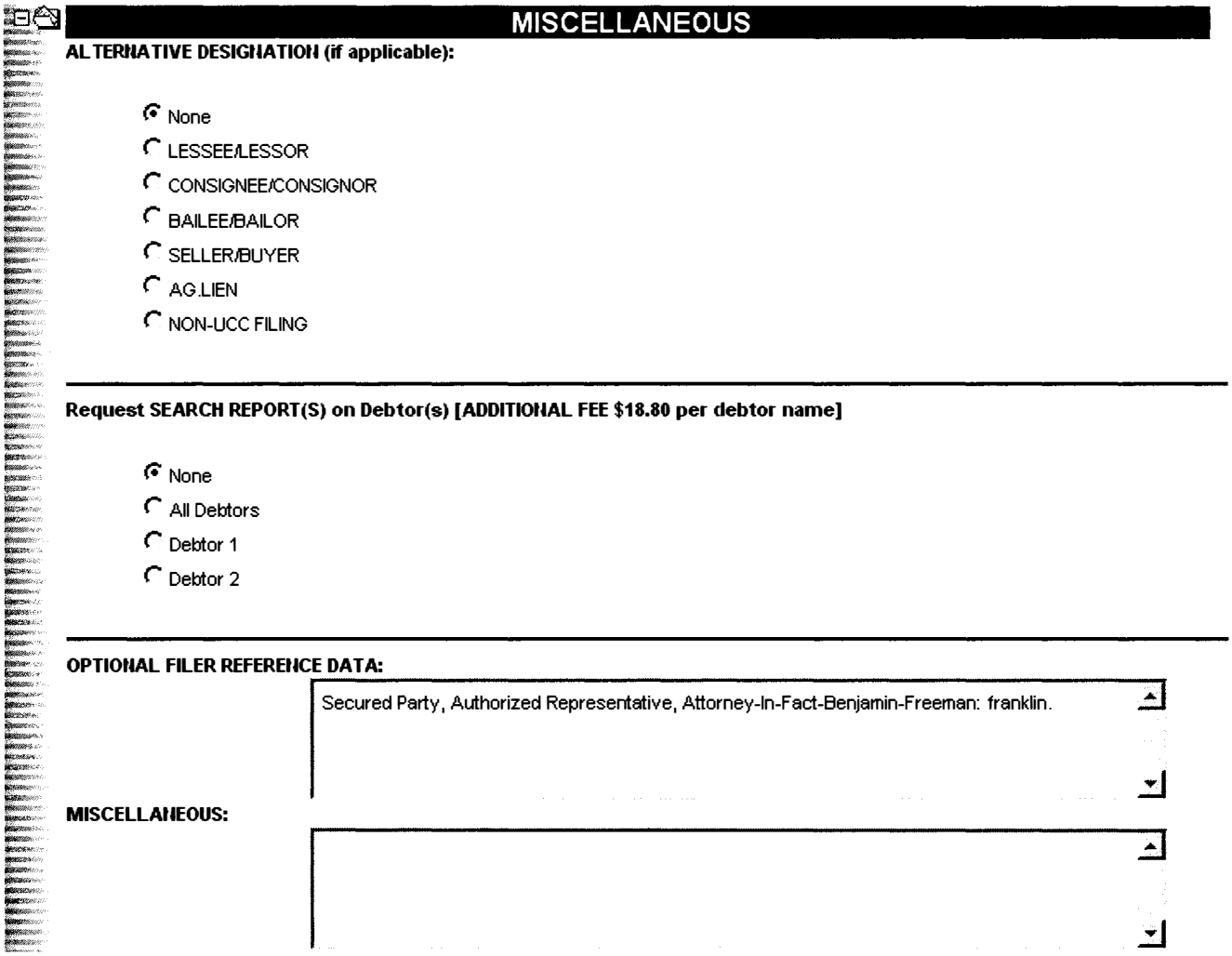
Optional: SSN

CORRECTION NOTE: In the '**Debtors**' section above, the Debtor is an 'ORGANIZATION'… SO CLICK THE ORGANIZATION BUTTON!

PLUS, in the '**Secured Party**' section, the first letter of the last name should be capitalized... but some people use the above format/style of their name; Benjamin, Freedom: of the family of Franklin, but primarily on letter type communiqués. This is your call on how you want use your name. You are the sovereign!

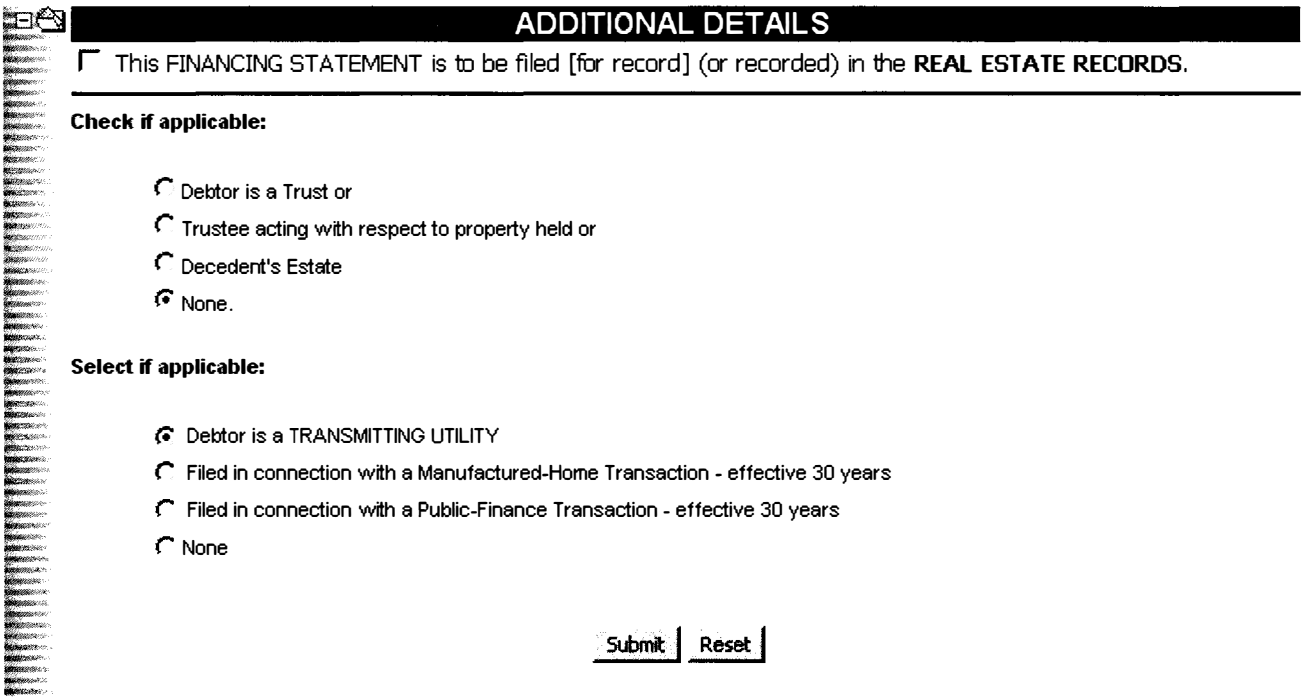


Note: There is a bug in the program that manages the Washington State electronic filing for the collateral section. When the 'form' is filled in and you press 'submit,' it usually puts up an information window stating that it doesn't recognize the 'foreign symbols.' (@ $ & ( ) ! # - Periods, commas, etc.). In this case, you will have to go back and 'DELETE then RE-TYPE ALL SYMBOLS! Once this is done, try submitting a second time.



Note: Just a reminder not to omit the selection of "Debtor is a TRANSMITTING UTILITY." But remember; the text in your original UCC-1 states that your 'Debtor' is a *;commercial transmitting utility'; ALL COMMERCE PASSES THROUGH YOUR COMMERCIAL UTILITY... YOUR DEBTOR!* If this box does not get checked, you'll just have to re-file before the "Lapse date" on your acknowledgement/filing. If you do select this option, a Lapse date will not appear on your acknowledgement/filing.

CORRECTION NOTE: Below, in your filing, do check the 'button' that the **Debtor** is a **Trust**!



6. Be sure to PRINT 3 copies of YOUR ON-LINE RECEIPT ("Acknowledgement of Initial Financing Statement") at the conclusion of your transaction. You will transfer the information from your receipt to a UCC FINANCING STATEMENT (National Form), a.k.a., UCC-1.

PREPARING YOUR NATIONAL FORM:

Note: The instructions in this section assume that you have the required resources. However, if you are completing the process manually or with a typewriter, make a copy of the UCC1-Form in the Appendix of this manual. If you did not compete the online filing in the proceeding section, use this section to prepare your UCC-1 for filing by mail instead. Be sure to send them a second copy and a money order for the filing fee. Affix a note or prepare a cover letter, at your option, asking them to stamp the second copy with your filing number and return it to you. A true and correct copy of this will serve in the same capacity as the document being prepared by electronic filers in this section.

Assuming that you have completed your filing online as suggested and have printed out your RECEIPT: "Acknowledgement Copy of Initial Financing Statement," you must now transfer the information to a standard UCC-1 form. Although your acknowledgment receipt contains all of the appropriate information from your filing, we are accustom to using hard-copy UCC-1 forms completed. You can use the 'acknowledgement copy' for your commercial transactions, but again, the UCC-1 NATIONAL form is the standard.

Once you create the hard-copy UCC-1 by retyping on a UCC-1 Form or doing actual "cut 'n paste" from identical information printed off your computer, you will sign it in blue ink and make a true and correct copy to submit in the Charge Back process to be described later.

The UCC forms on the Bonus CD require Adobe Acrobat. If you don't have it installed, there is a copy of the software on the CD. If you are online you can also retrieve the forms at the following website: **http://www.state.va.us/scc/division/clk/fee_ucc.htm**

1. Place the bonus CD in your drive and open the file: "SPC Documents/UCC FORMS/UCC-1." If you do not have access to a computer, you can use the sample text at the beginning of this section.

2. Using the table below or the sample UCC-1 National Form as a guide, enter your information in sections B, 1, and 3. Entries in the table delimited by double quotation marks should be entered as shown. Instructions are shown in parenthesis.

Field Description	Item	Identifier
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	1	SP_NAME
	2	SP_ADDRESS
1c. MAILING ADRESS	3	DT_ADDRESS
CITY	4	DT_CITY
STATE	5	DT_STATE
POSTAL CODE	6	DT_ZIPCODE
COUNTRY	7	DT_COUNTRY
1d. TAX ID# SSN OR EIN	8	SSN
1e. TYPE OF ORGANIZATION	9	"Ens Legis-LLC"
1f. JURISDICTION OF ORGANIZATION	10	"Private"
1g. ORGANIZATIOL ID #, if any	11	BC_REG_NO, (Fill in Checkbox)
3b. INDIVIDUAL'S LAST NAME	12	SP_LNAME
FIRST NAME	13	SP_FNAME
MIDDLE NAME	14	SP_MNAME
3c. MAILING ADDRESS	15	SP_ADDRESS
CITY	16	SP_CITY
STATE	17	SP_STATE
COUNTRY	18	SP_COUNTRY

3. Box 4: Open the file you saved earlier with the text you prepared for your online UCC-1 Filing. You may need to reduce the font size in Microsoft Word to make it fit. **Note:** There is no way to change the font size in Acrobat Reader.

   If you only have access to a typewriter, or a computer without the required software,

reconstruct the text from section 4 of your filing. Fire up your word processor and reformat your data to fit in a space that is 2" high x 7¼" wide. Start with a 10 point font. If you need to squeeze the text down more to fit, reduce text to 9.5, 9 or 8 point, if necessary, to make it fit for the 'paste-up!' If you still have more text than will fit on the form in box 4, insert it at the end of the text that will fit the words: "see attachment", and continue your collateral statement on a separate sheet of paper. Keep in mind it is better to keep all of your information on a single sheet.

4. Leave line 5, and 6 blank.

5. Line 8: OPTIONAL FILER REFERENCE DATE – Insert your secured party name (SP_NAME) under the word 'Optional'. To the right of this text is where you will sign in Blue-ink.

6. If you completed your primary filing on line, transfer the following information from your acknowledgement receipt to the box at the top of the form above the text "THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY." *This is the only area of the form that you cannot type in, so you will have to create the text and paste into the form.*

   - Filing Number
   - Date and Time of Submission
   - Expiration (Lapse) Date

   Note: An expiration date will only appear on your acknowledgement receipt if you didn't make the selection "Debtor is a TRANSMITTING UTILITY."

7. Sign your completed UCC-1 FINANCING STATEMENT in blue-ink, make several copies in 'Black-n-white.' These 'copies' are the ones you use to mail out when needed… as 'True and Correct Copies'… by signing below the 'black' signature a second signature in 'fresh' Blue Ink! (draw a line in margin area if you wish!) Place your original UCC-1 in your safe place or file. You will use a 'copy' of your UCC-1 in the Charge Back process.

Note: If you file your UCC-1 via the mail, it being a 'hard-copy,' be sure to read the 'instructions' on the back of the UCC-1 or that comes with the hard-copy format from Secretary of State Office, etc.

'CHARGE BACK' DOCUMENTS

COVER LETTER: Prepare your cover letter to the Secretary of the Treasury of the United States.

1. Before beginning this section, verify and document the name of the current Treasury Secretary at **http://www.treas.gov/organization/officials.html**. You will need it for the cover letter. Currently, it is John Snow

2. Place the bonus CD in your drive and open the file: "SPC Documents/Charge Back/sample cover letter". You can use the sample to guide you in preparing your Cover Letter .

3. Now open the file "SPC Documents/Charge Back/generic cover letter", and Double-click on the header section. Record the tracking number on your shipping air bill. When you are done, close the pop-up toolbar and go to the top of the document.

4. Double click on the header and record the tracking number on your DHL, FedEx or Registered Mail Number. (See #7 on page 391).

5. Scan the cover letter and make appropriate replacements for all identifiers called out in the table below. All identifiers are color coded in bold text for easy identification. After replacing each identifier, click the button on toolbar to deselect the bold text, and change the font color back to black with the drop-down tool on the toolbar.

Document	Page #	Item #	Identifier
Cover Letter to Treas. Sec.	1	1	SOT_NAME
		2	MONTH_NAME
		3	DAY_NO
		4	YEAR_NO
		5	SALUTATION
		6	SOT_LNAME
		7	EXEMPT_ID
		8	DT_NAME
		9	SP_NAME
		10	SP_ADDRESS
		11	SP_CITY
		12	SP_STATE
		13	SP_ZIP
		14	SP_COUNTRY
		15	EXEMPT_ID

6. Sign the cover letter in the format of your secured party name (SP_NAME) using a blue ink pen and make a color copy for your records.

BIRTH CERTIFICATE ACCEPTANCE:

When you were born, the hospital sent the original copy of your "Record of Live Birth" to the State Bureau of Vital Statistics, sometimes called the Department of Health and Rehabilitative Services (HRS). The Bureau of Vital Statistics then issues a Certificate of Live Birth, a.k.a, *Birth Certificate*, and registers it with the U.S. Census Bureau, a sub-agency of the U.S. Department of Commerce.

> **Note:** The word registered here has the same meaning as it is used in commercial or legal based equity law; once registered, something is surrendered! The Debtor has become surety, or guarantor, of the debt that has been attributed to you, a condition and obligation that is automatically and unwittingly assumed unless you rebut the presumption by Public Notice via the redemption process in light of the U.S. Bankruptcy as being administered.
>
> **Note:** The case of the name on the birth certificate does not always appear in ALL CAPS.

Once the state has registered your Birth Certificate with the U.S. Department of Commerce, the Department notifies the Treasury Department, which takes out a loan from the Federal Reserve. The Treasury uses the loan to purchase a bond from the Department of Commerce, which invests the proceeds in the stock or bond market. Have you ever received a benefit for this investment that was made on your behalf? Now is your opportunity to claim one by filing your UCC-1 FINANCING STATEMENT. The copy of your Certificate of Live birth is your nexus to your Debtor. By taking control of your Debtor, the Birth Certificate, and other collateral, you have taken control. You have filed and placed that 'superior security interest' on the Debtor, the collateral and all the property.

In this step you will prepare your Certificate of Live Birth a.k.a., Birth Certificate, for use in the Charge Back process. It will back the Bill of Exchange in letter format. Since it was the registration of your Birth Certificate that established your status as debtor and property to the International Bankers, you will now reverse the process by your registration via your UCC-1 and the Charge Back process, and you will "charge up" your UCC Contract Trust Account.

You must use an original certified copy of the Birth Certificate with the official stamp (usually a raised seal) from the agency authorized to issue birth certificates in the state and county where you were born. This is usually the 'Vital Statistics Office' within the State you were born and in some cases it could be a county office. The most current Birth Certificates issued today are on colored 8½ x 11 Bank Stock Paper.

The birth certificate already has a unique number associated with it, so it will not be necessary for you to create one.

There are usually two sets of numbers on most birth certificates. One is the registration number, and the other records the issue of the document itself. The registration number usually occurs first and is the larger of the two numbers, e.g., BC -#45-108806

1. Stamp the Birth Certificate with your ACCEPTED FOR VALUE Stamp. BE SURE to place the AFV stamp in an area that has open space so that you will be able to READ the information that is filled in after it is stamped. Position the imprint at a 45 degree angle with respect to the bottom edge of the certificate.

2. In the stamp 'text lines' where appropriate, fill in:

Field	Instructions
Exemption ID #	**EXEMPT_ID**
UCC Contract Acct. #	**SSN**
Value	$100,000,000.00
Date	The shipping date for your package
/s/	Your signature: **SP_NAME**

3. If you have an amendment to your BC/CLB or a page two, be sure to stamp it with the ACCEPTED FOR VALUE stamp and fill out the same way except, leave the Value field blank: VALUE: $ _____blank_____.

4. Make 'Color Copy' for your records. You will send the original Birth Certificate with your Charge Back papers to the Treasury.

BILL OF EXCHANGE RE: CHARGE BACK with BIRTH Certificate:

The Bill of Exchange is your directive to the Secretary of the Treasury of the United States to 'charge up' your UCC Contract Trust Account. Credit from acceptance of Birth Certificate (by the SPC) for the value expressed on it (suggested now at $100,000,000.00). This is very similar to the way a debit card works - unlike a credit card - you must first make a deposit (charge up) the card before you can use it. See the sample in the book as well in the CD.

1. Place the bonus CD in your drive and open the file: "SPC Documents/Charge Back/sample Bill of Exchange." You can use the sample to guide you in preparing your Bill of Exchange.

2. Now open the file "SPC Documents/Charge Back/generic cover letter", and Double-click on the header section. Record the tracking number on your shipping air bill. When you are done, close the pop-up toolbar and go to the top of the document.

3. Double click on the header and record the tracking number on your air bill.

4. Scan the Bill of Exchange and make appropriate replacements for all identifiers called out in the table below. All identifiers are color coded in bold text for easy identification. After replacing each identifier, click the **B** button on toolbar to deselect the bold text, and change the font color back to black with the A drop-down tool on the toolbar.

Document	Page #	Item #	Identifier
Cover Letter to Treas. Sec.	1	1	SOT_NAME
		2	MONTH_NAME
		3	DAY_NO
		4	YEAR_NO
		5	SALUTATION
		6	SOT_LNAME

		7	SALUTATION
		8	SOT_LNAME
		9	SP_NAME
		10	SP_ADDRESS
		11	SP_CITY
		12	SP_STATE
		13	SP_ZIP
		14	SP_COUNTRY
		15	EXEMPT_ID

5. Sign the cover letter in the format of your secured party name (SP_NAME) using a blue ink pen and make a color copy for your records.

NEW - BIRTH CERTIFICATE BOND: fill the blanks in the appropriate manner. Pick up Registered Mail Numbers (10) at your local Post Office.

1040 ES: Complete a 1040 ES for the current quarter of the calendar year of your mailing, i.e., 1st, 2nd, 3rd, or 4th QUARTER as per the dates shown on the 1040 ES form.

1. Fill in the Debtor's name, address, city, state, and zip code in ALL CAPS, with amount field left blank. The 1040 ES does not have a signature field.

2. Make a black and white copy for your records

UCC FINANCING STATEMENT: Make a true and correct copy of the National Form you prepared earlier to document your online UCC-1 filing.

CHARGE BACK SUBMISSION

1. Make two 'original' sets, one to ship/mail off to the Sec. of the Treasury and one to use to make copies. They're all signed in Blue ink before copies are made! Take one set of the five Charge Back Documents to a notary for copy certification. The form "Copy Certification by Document Custodian" will be required for this process. If your notary doesn't have the form, an exhibit is available on the Bonus CD and in the appendix of this book. Fill in all information fields and list the five documents relating to the Charge Back that will be submitted to the Secretary of the Treasury of the United States. The 'Copy Certification' is placed on top of the copies and you can have 1 or 2 sets to be kept by the document custodian (you) to verify the authenticity of the documents. These copies will be placed in your file, with one set stored elsewhere in a "safe" place.

   Note: In the space on the 'Copy Certification' for listing your documents, identify each document with its unique identifier or tracking number, and in regards to the Birth Certificate – list its Number, identify the T&C copy of your UCC-1 by its filing number, and list your 1040 ES, and just reference the DHL, FedEx, UPS and/or Registered Mail tracking number in the space provided on the form, as... 'shipped by'

2. Organize your documents from top to bottom in the following order:

    - Cover Letter to the Secretary of the Treasury of the United States
    - Bill of Exchange
    - Birth Certificate
    - Birth Certificate Bond
    - UCC-1
    - 1040 ES

3. Finally, ship the Charge Back documents with your chosen carrier. Be sure to specify "next day service."

NOTES:

Posted: DHL Air bill Tracking Number 985681515381 **[1]**

"NON-NEGOTIABLE"

Charge Back

Timothy Geithner, dba Secretary of the Treasury **[2]**
Department of Treasury
15OO Pennsylvania Ave, NW
Washington, DC 20220

October 17, 2009 **[3]**

Dear Mr. Geithner, Secretary-in-charge:

I have accepted for value all related endorsements in accordance with U.C.C. 3-419 and HJR-192. Please Charge my UCC Contract Trust Account via Exemption Number 101881776 **[4]** for the registration fees and command the memory of account 101-88-1776 to charge the same, to the debtors Order, or your Order.

The total amount for this NON-NEGOTIABLE ACCEPTANCE FOR VALUE in the enclosed filing is $100,000,000.00. **[5]**

Thank you for your time in this matter. If you have any questions or need my assistance please feel free to contact me. Until then, I am

Sincerely,

Without Prejudice

_____ **[6]**
Benjamin Freedom Franklin **[7]**
c/o 1776 Redemption Road
Baltimore, Maryland state 21201
EIN No. 123456789
united States of America
Pre-paid -Preferred Stock
Priority – Exempt from Levy

Enclosures:
Bill of Exchange
Birth Certificate Bond
Birth Certificate
UCC-1
1040 ES

Data Sheet For:
Charge Back Cover Letter

The bracketed numbers [ ] that appear on the Sample Charge Back Cover Letter indicates the information to be inputted on your Charge Back Cover Letter with the example to the right. Remove all 'number brackets' on your finished document.

Item:	Data: (Example)
[1] Tracking number how sent	**985681515381**
...should ONLY be sent by private carrier /UPS-FEDX-DHL,..or USPS REGISTERD MAIL!	
[2] Address of Secretary of Treasury	**leave as is on sample document**
[3] Date letter prepared and sent	**October 17, 2009**
[4] You Exemption ID Number (It's the debtor's SS# without hyphens)	**101881776**
[5] Dollar amount of Charge Back	**$100,000,000.00**
[6] Secured Party Name Signed in Blue Ink	**Benjamin Freedom Franklin**
[7] Secured Party Name and address with EIN #	**Benjamin Freedom Franklin c/o 1776 Redemption Road Baltimore, Maryland state 21201 united States of America**
[8] Exemption ID Number.....	**EIN 101881776 Pre-paid – Preferred Stock Priority – Exempt from Levy**
[9] Footer – Charge Back Cover Letter	
[10] Item Number	**Sample; 021705-CB1-BFF**
You create per each document...use your initials on the end if you want.	

NOTE: When Charge Back Cover Letter and Bill of Exchange is completed with Birth Certificate stamped with information field filled in and signed, true and correct copy of UCC-1 (filed) and 1040 ES filled out.... Make additional color copy of your originals, make 1 copy and place under copy certification. Mail or ship signed original to Secretary of the Treasury.

Track tracking number via internet or wait for green card to return.

Place 'receipt', green card or UPS or DHL shipping air bill with your color copy, keep in a safe place.

Posted: DHL Air bill Tracking Number #_____

"NON-NEGOTIABLE"

Charge Back

Timothy Geithner, Secretary of the Treasury
Department of Treasury
15OO Pennsylvania Ave, NW
Washington, DC 20220

_____, 2009

Dear Mr. Geithner, Secretary-in-charge:

I have accepted for value all related endorsements in accordance with U.C.C. 3-419 and HJR-192. Please Charge my UCC Contract Trust Account via Employer Identification Number _____ for the registration fees and command the memory of account ___-__-____ to charge the same, to the debtors Order, or your Order.

The total amount for this NON-NEGOTIABLE ACCEPTANCE FOR VALUE in the enclosed filing is $100,000,000.00.

Thank you for your time in this matter. If you have any questions or need my assistance please feel free to contact me. Until then, I am

Sincerely,

Without Prejudice

_____

_____ _____ _____

____ _____ _____

_____, _____, state _____
united States of America
EIN _____
Pre-paid -Preferred Stock
Priority – Exempt from Levy

Enclosures:
Bill of Exchange
Birth Certificate Bond
Birth Certificate
UCC-1
1040 ES

Posted: FedEx Waybill Tracking Number; 6111676233 **[1]**

Timothy Geithner, Secretary of the Treasury **[2]**
Department of the Treasury
1500 Pennsylvania Ave. NW
Washington, DC 20220

"NON-NEGOTIABLE BILL OF EXCHANGE"

Trade Acceptance
IN ACCORD WITH HJR-192

October 17, 2009 **[3]**

RE: "CHARGEBACK" of PERSONAL UCC CONTRACT TRUST ACCOUNT

Dear Mr. Geithner, Secretary-in-charge:

Enclosed are documents (copies) from my examination of my Commercial Agreements, which are listed on the enclosed (accounting), with Receipts and other evidence that I have accepted for value (all related endorsements front and back to include those in accord with UCC-3-419). The total amount of NON-NEGOTIABLE CHARGEBACK enclosed is $100,000,000.00.

Please "charge-back" to my UCC CONTRACT TRUST ACCOUNT at $100,000,000.00 and charge my account for the fees necessary for securing and registration for the priority exchange for the tax exemption to discharge the public liability of my personal possessions, and command memory of account # 101-88-1776, **[4]** to charge the same to the debtor's order or your order.

Via this mailing per the Posted FedEx Tracking Account Number 6111676233, **[5]** these asset funds (money of account), are part of my tax estimate, and is directed for use (priority) for the Republic (Article IV, Section 4 of the united States Constitution) in accord with public policy HJR-192, to discharge the Debtor's portion of the public debt.

Mr. Geithner, as Secretary-in-charge and/or your Deputy-in-charge, are to take my bankers acceptance (BA), this Article Seven receipt, in exchange for the tax exemption priority. This NON-NEGOTIABLE BILL OF EXCHANGE/Trade Acceptance is in accord with HJR-192, backed by the enclosed Bond for desposit and is presented for the receiver to the Federal Window, for settlement (EFT), within the three (3) day Truth-in-Lending time for settlement of retail agreements.

With this POSTED transaction the "CHARGEBACK" documented by the enclosed forms are for use by the Republic, and is complete.

If you need more information or assistance with charging my UCC Contract Trust Account, you may write me.

Sincerely,

Benjamin Freedom Franklin **[6]**
c/o 1776 Redemption Road
Baltimore, Maryland state 21201
EIN No.101881776
Pre-Paid-Preferred Stock
Priority -Exempt from Levy

See attached documents.

Data Sheet For:
Bill of Exchange on Birth Certificate

The bracketed numbers [ ] that appear on the Sample Bill of Exchange indicates the information to be inputted on your Bill of Exchange with the example to the right. Remove all 'number brackets' on your finished document.

Item:	Data: (Example)
[1] Tracking number how sent ...sent with the Charge Back - UPS, FedEx, DHL, etc.	**6111676233**
[2] Address of Secretary of Treasury	**leave as is on sample document**
[3] Date letter prepared and sent	**Sample; October 17, 2005**
[4] You Debtors SS #	**Sample; 101-88-1776**
[5] Dollar amount of Charge Back	**$100,000,000.00**
[6] Secured Party Name **Signed in Blue Ink**	**Benjamin Freedom Franklin**
[7] Secured Party Name **and address with EIN #**	**Benjamin Freedom Franklin** **c/o 1776 Redemption Road** **Baltimore, Maryland state 21201** **united States of America**
[8] Exemption ID Number.....	**EIN 101881776** **Pre-paid – Preferred Stock** **Priority – Exempt from Levy**
[9] Footer – Charge Back Cover Letter	
[10] Item Number You create per each document...use your initials if you want.	**Sample; 021705-CB1-BFF**

NOTE: When Charge Back Cover Letter and Bill of Exchange is completed with Birth Certificate stamped with information field filled in and signed, true and correct copy of UCC-1 (filed) and 1040 ES filled out.... Make additional color copy of your originals, make 1 copy and place under copy certification. Mail or ship signed original to Secretary of the Treasury.

Track tracking number via internet or wait for green card to return.

Place 'receipt', green card or UPS or DHL shipping air bill with your color copy, keep in a safe place.

Posted: FedEx Waybill Tracking Account Number; _____

Timothy Geithner, Secretary of the Treasury
Department of the Treasury
1500 Pennsylvania Ave. NW
Washington, DC 20220

"NON-NEGOTIABLE BILL OF EXCHANGE"
Trade Acceptance
IN ACCORD WITH HJR-192

October 17, 2009

RE: "CHARGEBACK" of PERSONAL UCC CONTRACT TRUST ACCOUNT

Dear Mr. Geithner, Secretary-in-charge:

Enclosed are documents (copies) from my examination of my Commercial Agreements, which are listed on the enclosed (accounting), with Receipts and other evidence that I have accepted for value (all related endorsements front and back to include those in accord with UCC-3-419). The total amount of NON- NEGOTIABLE CHARGEBACK enclosed is $100,000,000.00.
Please "charge-back" to my UCC CONTRACT TRUST ACCOUNT at $100,000,000.00 and charge my account for the fees necessary for securing and registration for the priority exchange for the tax exemption to discharge the public liability of my personal possessions, and command memory of account # ___-__-____, to charge the same to the debtor's order or your order.

Via this mailing per the Posted FedEx Tracking account number _____, these asset funds (money of account), are part of my tax estimate, and is directed for use (priority) for the Republic (Article IV, Section 4 of the united States Constitution) in accord with public policy HJR-192, to discharge the Debtor's portion of the public debt.

Mr. Geithner, as Secretary-in-charge and/or your Deputy-in-charge, are to take my bankers acceptance (BA), this Article Seven receipt, in exchange for the tax exemption priority. This NON-NEGOTIABLE BILL OF EXCHANGE/ Trade Acceptance is in accord with HJR-192, backed by the enclosed Bond for desposit and is to be presented to the receiver to the Federal Window, for settlement (EFT), within the three (3) day Truth-in-Lending time for settlement of retail agreements.

With this POSTED transaction the "CHARGEBACK" documented by the enclosed forms are for use by the Republic, and is complete.

If you need more information or assistance with charging my UCC Contract Trust Account, you may write me.

Sincerely,

_____

_____ _____ _____

c/o _____

_____, _____, state _____

EIN No._____

Pre-Paid -Preferred Stock

Priority -Exempt from Levy

See attached documents.

BIRTH CERTIFICATE BOND

Following is an updated item to accompany the Charge back Process; [the] Birth Certificate Bond.

The Bond with instructions is also found on the Bonus CD, for printing on Bond Certificate Paper.

The Bond text sample herein does not appear with the Certificate Border.

Each portion/section of the Bond, on the CD, is typed inside a 'Text Box' from a 9 point up to a 10 point

Type-in the proper information that you are now accustom to.

1) Go to your local Office Supply Store (Office Depot / Staples, etc.) and purchase a package of 'Certificate Borders' [one package comes in various colors of both paper and borders... for about $8.00]

2) Make a few black-n-white copies of the Border page you are going to use and place in your printer. Next print the finished BC Bond on a copy... for placement of the text, to be centered inside the Border. Make necessary adjustments – up or down of the entire text box. Be sure your text box is made 'invisible'.

3) Be sure to all names and addresses typed in at the bottom. Now you are ready for the signing part. Also, the 'ovals' are for thumb print seals... in Red (use Red Stamp Pad!)

4) Have all signatures signed in Blue Ink! (after you have signed first!) Check over your document to ensure it is near perfect!

5) Once centered and proper, print the text of the BC Bond onto the 'Colored Certificate Border Paper'!

6) Make color copies (3) for your records. Original is mailed/shipped with your Charge Back Docs to the Secretary of the Treasury.

7) Due to the inclusion of the BC Bond, you may ship the Charge Back Process via Registered Mail. IF YOU DO, BE SURE TO MAKE THAT CHANGE IN THE BODY OF THE COVER LETTER AND BILL OF EXCHANGE PER THE REFERENCE TO A 'FEDX NUMBER' TO THE/ A 'REGISTERED MAIL NUMBER'.

BIRTH CERTIFICATE BOND

Benjamin-Freedom: Franklin
c/o 1776 Redemption Road
Baltimore, Maryland state [ ]
Non domestic without the U.S.

Issue date: January 30, 2008
Bond Number: (Reg mail # w/o letters)

Timothy Geithner – Secretary of the Treasury
United States Department of the Treasury
1500 Pennsylvania Ave., NW
Washington, D.C. 20220

Registered Mail Number: AB 000 000 000 000 US

PRIVATE REGISTERED BOND FOR SET OFF – NON-NEGOTIABLE

Value of Bond is $100,000,000.00 (One Hundred Million) U.S. Dollars / Money of Account

Re: CERTIFICATE OF LIVE BIRTH # 007-10101 ACCEPTED FOR VALUE and EXEMPT FROM LEVY – DEPOSITED TO U.S. TREASURY AND CHARGED TO BENJAMIN FREEDOM FRANKLIN – UCC CONTRACT TRUST ACCOUNT NUMBER 101-88-1776

Attention: Timothy Geithner – Respondent:

Enclosed, the Undersigned Principal, Benjamin-Freedon: Franklin herewith accepts for value the enclosed bond, Certificate of Live Birth Number 007-10101, and all endorsements front and back, being the only legitimate acceptor of said bond being the only party to have put any value into said bond, being the contributing beneficiary of the same. This is in accordance with Uniform Commercial Code and House Joint Resolution 192 of 5 June, 1933, and UCC 1-104 and Public Law 73-10.

BOND ORDER

Please deposit this bond the above UCC Contract Trust Account bearing the USPO Registered Mail Number ABC 000 000 000 000 US for future identification purposes, and to be used as a set off account against any commercial, corporate or Public bills, taxes, or money claims, and the like, on behalf of BENJAMIN FREEDOM FRANKLIN, #101-88-1776 and the same on behalf of Benjamin-Freedom: Franklin, #101881776, Secured Party Creditor (see enclosed UCC-1 financing Statement), said presentment/claims to have been "accepted for value" and endorsed by Benjamin-Freedom: Franklin.

Please adjust any commercial, corporate or Public bills, taxes, or money claims, and the like, on behalf of BENJAMIN FREEDOM FRANKLIN, #101-88-1776 to zero, charge, settle and close any such account(s) and return the interest to the principal; Benjamin-Freedom: Franklin at the below post location. Timothy Geithner, the Secretary of the Treasury shall have Thirty (30) days from the date of receipt of this Bond, as witnessed by the date of receipt affixed to the USPO Registered Mail Receipt, to dishonor this Bond by returning this Bond to the Principal, with an explanation of all deficiencies, at the stipulated address below by non-domestic mail. Failure to return the Bond as stated shall constitutes Acceptance and Honoring of this Bond, the associated presentment(s), claim(s), transactions or otherwise in accordance with the Law, by Timothy Geithner, the Secretary of the Treasury and the United States Department of the Treasury to all Terms and Conditions herein.

This Bond shall be ledgered as an asset as best suits the needs of the United States Department of the Treasury This Bond expires at the moment Upper-Lower Name expires. Void where prohibited by law.

Surety #1-
Exemption ID#
c/o

Non-domestic without the U.S.

Benjamin-Freedom:Franklin-Principal
Exemption ID#101881776
c/o 1776 Redemption Road
Baltimore, Maryland [21201]
Non-domestic without the U.S.

Surety #2-
Exemption ID#
c/o

Non-domestic without the U.S.

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

(Note: The UCC-3 is not used in the Charge back Process!)

Once you become a Secured Party Creditor, you can use the UCC Financing Statement Amendment, a.k.a., UCC-3 to make amendments to your UCC-1 filing. Article 9 of the Uniform Commercial Code governs the rules and requirements relating to the UCC-3. It is highly recommended that you become acquainted with Article 9 so that you have the important information necessary to manage your private affairs. Both a short and long version of Article 9 have been included for your edification on the Bonus CD.

We will not cover the UCC-3 in as much detail as the UCC-1 or explain how to do the online filing. However, we do provide a sample UCC-3 in the Appendix to demonstrate how one would amend the UCC-1 to add a vehicle. A UCC-3 form in Adobe PDF format is available on the Bonus CD. This file may be filled out once you load it in Adobe Acrobat Reader. If you find it sometimes difficult to use the 'acrobat' format, you may just want to do a 'Hard-copy' cut-n-paste method!

The UCC-3 is used to AMEND (add & register) collateral that you want to show a clear and superior security interest (title) in such property. While the list of collateral included in the SECURITY AGREEMENT is comprehensive, it only represents an agreement between you and the debtor. The UCC filing becomes evidence of 'Title.' Remember that ownership (was) with the state:

> *"The ultimate ownership of all property is in the State; individual so-called "ownership" is only by virtue of Government, i.e., law, amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State."*
> Senate Document #43; senate Resolution No. 62 (Pg. 9 Para 2) April 17, 1933

Example items include cars, boats, planes, motorcycles, torts claims, court cases (docket and type of case), horses, contracts, dogs, real estate notes, wills, divorce proceedings, utility and bank accounts... just to name a few!

The most common application of the UCC-3 after completing your UCC-1 filing is to:

1. Add 'permits, licenses, etc., that you may have omitted on your original filing, or after the filing. For example, say that you obtained a U.S. Passport or got married since your filing, or simply forgot to include one of your licenses or permits.

2. Register any vehicles (Cars, Boats, Airplanes, Motorcycles, etc.) that you have quasi-title to. Unless you register them, the state has primary title/ownership.

3. Registration of all accounts: electrical, gas, garbage, bank... on one UCC-3

In regard to vehicles, we recommend that you file a separate UCC-3 Amendment for each car, boat, motorcycle, plane, etc, that way you are not advertising all of your vehicles on a single amendment.

We recommend that you keep a copy of a UCC-3 in each vehicle to notice peace officers and other agents of the bankruptcy that you have a superior security interest and lien that is above the state, and could assist in preventing your vehicle from being impounded or confiscated. Should your vehicle be seized and/or impounded, your remedy is Tort! You can become very wealthy should they make the mistake of attempting to seize your assets once you have secured your property with the UCC-3.

In regard to real estate, the general practice is to file in the county where the property is located. Complete a UCC-3 filing online into the state where you filed your primary UCC-1. However, there must be a filing at the county level. You can leverage this filing should the county resist your attempt to file with them. Contact the local county office to determine which UCC form they would prefer, either the UCC-1 or UCC-3. You must also ask them where you should file. Since this process is not uniform from county to county, you will have to research the steps you must take on a case by case basis. In some jurisdictions you'll file with the county recorder, in others the required procedure may be to file with the clerk of the court.

UCC- 1 (box 4 text) for PROPERTY/LAND 'SAMPLE':

The following property is accepted for value, exempt from Levy, and herewith registered in the Commercial Chamber and liened at a sum certain at $700,000.00 and is the private property of the Debtor of which the Secured Party holds all interest as the Authorized Representative and Attorney-In-Fact, of the Debtor, and the property is described as; [address here; **1234 International Avenue, American City, State [123456**], legal description here; **as recorded in the Official Record Book 1699 at page 0244, as amended, Public Records of Socialist County, Pennsylvania, together with an undivided 1/12 interest in and to the recreation areas covered by warranty Deed in O.R. Book 1899, page 666, Public Records of Socialist County, Pennsylvania, which runs with the title to parcel ID# 50 43 44 15 21 000 0040.** [or whatever your legal description is. If your land description is lengthy, you may have continue it to an attachment/continuation for filing at the local county office!] including the common law description of said property, any homestead, allodial land title [land patent - described here...], charter, etc. Before the above property can be seized, sold, forfeited, transferred, surrendered, conveyed, disposed of or otherwise removed from Debtors possession, Secured party must be satisfied in full via this lien sum certain at $700,000.00. Record owner is not the guarantor or surety to any other account by explicit reservation. Said filing Common Law and agricultural lien and such establishes a superior security interest and lien on the property, as a matter of right under necessity and said lien is valid for 99 years.

Note; above text would appear on hardcopy UCC-1 (cut and pasted) at 7¼" margins, line spacing .9 at a 9 to 9.5 point size to the space in box 4! If you need to do a continuation, at end of your paragraph, insert; "See continuation via attachment #123456 attached hereto."

Note; in the main paragraph above, delete the underlined text in your finished property paraphraph!!

UCC-3 ACCEPTANCE LANGUAGE (SAMPLE) FOR

VEHICLE / REGISTRATION

The following Property is accepted for value, exempt from levy, and herewith registered in the Commercial Chamber and liened at a sum certain $_____ and is the private property (conveyance) of the Secured Party as authorized representative of the Debtor and said property is not used in commerce upon the highways and is exempt from the State MVD/code registration statutes; 1998 TOYOTA, Pick-up, Model – Tacoma, Vin # RT2DN58G01459480 Color _____, Bearing License Plate Number _____.

Note: the 'sum certain' is your 'value' of vehicle being registed.amended to your filings. The same format can be used for Boat, Airplane, Motorcycle, etc.

… and can be used for the other items, however, for other instruments, Torts, court cases, your Dog, Horse, etc., you would remove the word '(conveyance)' and 'and said property is not used in commerce upon the hihways and is exempt from the State MVD/code registration statutes'…

… and of course, any 'accounts' would not be 'liened at a sum certain $_____'!

… use common sense!

Filing of the UCC-3 can be done to the UCC office by mail or electronic filing into your primary place of filing, i.e., Washington State @: www.dol.wa.gov/dol/bpd/uccfront.htm

CERTIFICATION OF VITAL RECORD

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

DISTRICT NO. 007 REGISTRAR'S NO. 10101

1. FULL NAME OF CHILD: Benjamin Freedom Franklin
MAIDEN SURNAME OF MOTHER: Folger

2. PLACE OF BIRTH: (A) COUNTY: Baltimore
(B) CITY OR TOWN: Baltimore (IF OUTSIDE CITY OR TOWN LIMITS, WRITE RURAL)
(C) NAME OF HOSPITAL OR INSTITUTION
(IF NOT IN HOSPITAL OR INSTITUTION, GIVE STREET NUMBER OR LOCATION)
(D) MOTHER'S STAY BEFORE DELIVERY: IN HOSPITAL OR INSTITUTION ____ IN THIS COMMUNITY ____
(SPECIFY NUMBER OF DAYS, MONTHS OR YEARS)

3. USUAL RESIDENCE OF MOTHER: (A) LENGTH OF RESIDENCE IN CALIFORNIA:
(B) STATE: Maryland
(C) COUNTY: Maryland
(D) CITY OR TOWN: Baltimore (IF OUTSIDE CITY OR TOWN LIMITS, WRITE RURAL)
(E) STREET AND NUMBER

4. SEX: Male
5. TWIN OR TRIPLET ____ IF SO—BORN 1ST ____ 2D ____ 3D ____
6. NUMBER OF MONTHS OF PREGNANCY ____
7. DATE OF BIRTH ____

FATHER OF CHILD

8. FULL NAME: Josiah Franklin
9. COLOR OR RACE ____
10. AGE AT TIME OF THIS BIRTH ____ YEARS
11. LENGTH OF RESIDENCE IN CALIFORNIA ____ YEARS ____ MONTHS ____ DAYS
12. BIRTHPLACE ____
13. USUAL OCCUPATION ____
14. INDUSTRY OR BUSINESS ____

MOTHER OF CHILD

15. FULL MAIDEN NAME: Abiah Folger
16. COLOR OR RACE ____
17. AGE AT TIME OF THIS BIRTH ____ YEARS
18. BIRTHPLACE ____
19. USUAL OCCUPATION ____
20. INDUSTRY OR BUSINESS ____
MOTHER'S MAILING ADDRESS FOR REGISTRATION NOTICE:

21. CHILDREN BORN TO THIS MOTHER:
(A) HOW MANY OTHER CHILDREN OF THIS MOTHER ARE NOW LIVING: 0
(B) HOW MANY OTHER CHILDREN WERE BORN ALIVE BUT ARE NOW DEAD: 0
(C) HOW MANY CHILDREN WERE BORN DEAD: 0

23. I HEREBY CERTIFY, THAT I ATTENDED THE BIRTH OF THIS CHILD WHO WAS BORN ALIVE AT THE HOUR OF ____, ON THE DATE ABOVE STATED AND THAT THE INFORMATION GIVEN WAS FURNISHED BY ____ RELATED TO THIS CHILD AS Mother
ATTENDANT'S OWN SIGNATURE: Abiah Folger
M.D., MIDWIFE OR OTHER ____ DATE SIGNED ____
ADDRESS ____

24. DATE RECEIVED BY LOCAL REGISTRAR ____
25. REGISTRAR'S SIGNATURE ____
26. GIVEN NAME ADDED BY REGISTRAR ____

27. (A) PREGNANCY, COMPLICATIONS OF: ____
(B) LABOR, COMPLICATIONS OF: ____
(C) WAS THERE AN OPERATION FOR DELIVERY? ____ (YES OR NO) STATE ALL OPERATIONS: ____
(D) WAS A PROPHYLACTIC DRUG USED IN THE BABY'S EYES? ____
IF YES, STATE DRUG ____

(E) DID THIS BABY HAVE ANY CONGENITAL MALFORMATIONS OR BIRTH INJURY: ____
(F) WAS BLOOD TEST MADE FOR SYPHILIS IN THIS MOTHER? ____
IF SO, AT WHAT PERIOD OF PREGNANCY? ____
IF NOT, WHY NOT? ____

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

CERTIFICATE OF LIVE BIRTH

Sample Only
ACCEPTED FOR VALUE & HONOR EXEMPT FROM LEVY
For my Remedy, Release the Proceeds, Products, Accounts, AND fixtures in the Order(s) to Me Immediately in the Accordance with the Public Policy, HJR-192, UCC 10-104 and UCC 1-104
Exemption ID# 10481776
UCC Contract Trust Acct. # 101-88-1776 Mot.
Value: $ 100,000,000.00 Date: 7-17-07
/s/ Benjamin Freedom Franklin

This is to certify that this document is a true copy of the official record filed with the Office of State Registrar.

Kenneth W. Kizer, MD, MPH, Director and State Registrar of Vital Statistics

by: David W. Mitchell
DAVID MITCHELL, CHIEF
OFFICE OF STATE REGISTRAR

DATE ISSUED January 1, 1944

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

Form **1040-ES** Department of the Treasury Internal Revenue Service

2007 Payment Voucher 3

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the **"United States Treasury."** Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year—Due Sept. 17, 2007

Amount of estimated tax you are paying by check or money order. Dollars | Cents

Print or type

Your first name and initial	Your last name	Your social security number
If joint payment, complete for spouse		
Spouse's first name and initial	Spouse's last name	Spouse's social security number
Address (number, street, and apt. no.)		
City, state, and ZIP code. (If a foreign address, enter city, province or state, postal code, and country.)		

For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.

Tear off here

Form **1040-ES** Department of the Treasury Internal Revenue Service

2007 Payment Voucher 2

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the **"United States Treasury."** Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year—Due June. 15, 2007

Amount of estimated tax you are paying by check or money order. Dollars | Cents

Print or type

Your first name and initial	Your last name	Your social security number
If joint payment, complete for spouse		
Spouse's first name and initial	Spouse's last name	Spouse's social security number
Address (number, street, and apt. no.)		
City, state, and ZIP code. (If a foreign address, enter city, province or state, postal code, and country.)		

For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.

Tear off here

Form **1040-ES** Department of the Treasury Internal Revenue Service

2007 Payment Voucher 1

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the **"United States Treasury."** Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year—Due April. 16, 2007

Amount of estimated tax you are paying by check or money order. Dollars | Cents

Print or type

Your first name and initial	Your last name	Your social security number
If joint payment, complete for spouse		
Spouse's first name and initial	Spouse's last name	Spouse's social security number
Address (number, street, and apt. no.)		
City, state, and ZIP code. (If a foreign address, enter city, province or state, postal code, and country.)		

Tear off here

Form **1040-ES** Department of the Treasury Internal Revenue Service

2007 Payment Voucher 4

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the **"United States Treasury."** Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year—Due Jan. 15, 2008

Amount of estimated tax you are paying by check or money order.

Dollars	Cents

Print or type

Your first name and initial	Your last name	Your social security number
If joint payment, complete for spouse		
Spouse's first name and initial	Spouse's last name	Spouse's social security number
Address (number, street, and apt. no.)		
City, state, and ZIP code. (If a foreign address, enter city, province or state, postal code, and country.)		

If you need to obtain current 1040ES's by googleing IRS FORMS and printing what you need or from your local IRS Office. Print these on high quality paper. Fill in the information all in CAPS! They do not require a signature. Be sure to use them in the appropriate 'quarter' of the year that you are doing a transaction; #1 for the first Quarter, #2 for the Second, #3 for the Third, etc.!

Regional Fillings for UCC:

Region 1
Washington State, Oregon, Nevada, California, New Mexico, Colorado, Utah, Alaska, Hawaii, Arizona

State to filing electronically:
Washington State... Internet Address: **https://wws2.wa.gov/dol/ucc/**

Region 2
Idaho, Montana, Wyoming, North Dakota, South Dakota, Nebraska.

State to File electronically:
Idaho State..... Internet Address:
http://www.idsos.state.id.us/online/ucc/uccSession.jsp

Region 3
Texas, Oklahoma, Kansas, Missouri, Arkansas, Louisiana

State to File Electronically: Texas.... Internet Address:
http://www.sos.state.tx.us/corp/sosda/index.shtml

Alternate State to File Electronically: Kansas....Internet Address:
https://www.accesskansas.org/apps/uccfiling

Region 4
Minnesota, Wisconsin, Iowa, Michigan, Illinois, Indiana, Ohio

State to Electronically File: Wisconsin.... Internet Address:
http://www.wdfi.org/ucc/instantucc/

Region 5
Kentucky, Virginia, Tennessee, North Carolina, South Carolina, Alabama, Mississippi, Georgia, Florida

State to Electronically File: Kentucky... Internet Address:
http://ucc.sos.state.ky.us/ucc9/fileonlinehome.asp

Region 6
Massachusetts, Maine, New Hampshire, Vermont, New York, West Virginia, Pennsylvania, Delaware, Maryland. New Jersey, Rhode Island.

State to File Electronically
Massachusetts.....Internet Address:
http://corp.sec.state.ma.us/portal/UCC/UCCMain.htm

Alternate State to File Electronically:
Maine....Internet Address:
http://www.state.me.us/sos/cec/ucconline/

Alternate State to File Electronically: Delaware... Internet Address:
http://ecorp1.state.de.us/default.sph/ecorpWeb.class/secure/RegistrationUCC1.jsp

Alternate State to File Electronically: New Jersey.. Internet Address:
https://www.state.nj.us/treasury/revenue/dcr/filing/ucc_lead.htm

States that do not usually accept Mail-in filings:
IN, AL, AZ, CO, NJ, NM, NY, NC, ND, NV, MO, OH, PA, SC, VA, IL, OK, DE, MT

NOTE: It would be appropriate to make contact with the particular Secretary of State's Office to verify any 'current' filing information.

For Naturalized People, Foreign Citizens, Foreign Birth Certificates, etc....
Electronically File in Washington D.C.....Internet Address:
http://www.landata.com/ucc/template.htm

Following this page is hard copies of UCC-1, UCC-3 and UCC-11 for copying reproduction on a copy machine for your use.

Note; The UC-11 is only for doing searches within the Commercial Chambers to determine if any liens have been filed against your Debtor... it is for no other purpose!

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
				☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

[redacted]

INFORMATION REQUEST

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT [optional]	FILING OFFICE ACCT #
B. RETURN TO: (Name and Address)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR NAME to be searched - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2. INFORMATION OPTIONS relating to UCC filings and other notices on file in the filing office that include as a Debtor name the name identified in item 1:

2a. SEARCH RESPONSE ☐ CERTIFIED (Optional)

Select one of the following two options: ☐ ALL (Check this box to request a response that is complete, including filings that have lapsed.) ☐ UNLAPSED

2b. COPY REQUEST ☐ CERTIFIED (Optional)

Select one of the following two options: ☐ ALL ☐ UNLAPSED

2c. SPECIFIED COPIES ONLY ☐ CERTIFIED (Optional)

Record Number	Date Record Filed (if required)	Type of Record and Additional Identifying Information (if required)

3. ADDITIONAL SERVICES:

3a. ☐ COPIES FOR SPECIFIED TIME PERIOD ONLY

Filed After:

Filed Prior To:

3b. ☐ LISTING RELATING TO SPECIFIED DEBTOR CITY ONLY

City Name:

3c. ☐ LISTING RELATING TO AG LIENS AND NON-UCC FILINGS ONLY

4. DELIVERY INSTRUCTIONS (request will be completed and mailed to the address shown in item B unless otherwise instructed here):

4a. ☐ Pick Up

4b. ☐ Other

Specify desired method here (if available from this office); provide delivery information (e.g., delivery service's name, addressee's account # with delivery service, addressee's phone #, etc.)

SECTION VI

NOW WHAT DO I DO

NOW WHAT DO I DO?

Now... you've completed all the forms/documents, etc., your **Security Agreement** is done and the all the documents were placed on the UCC-1 and the UCC-1 filed and your **Charge Back** process was shipped off to **Mr. John W. Snow (Secretary of the Treasury). Fine,** you're now a **secured party creditor. The private banker!** You're on the path and the commercial world is now before you. And, in some cases, you're just going to have to step out there in **faith!** We're not saying it's going to be easy. There will be challenges as usual. And your 'education' must continue in respect to the commercial scheme. Some people in the past have done some dumb and stupid things, have screwed up and have gotten into trouble and some have gone to jail for a few hours or maybe a few days. But we now have all the past experiences to learn from and know not to do those things that might get us in trouble. **You will come to understand that this is just business. You have to accept for value, you can only discharge, and if the other side is going to misapply their statute, you're going have to exercise your exclusive remedy and file a Tort! It's just business!**

And yes, you can retreat and go back into the program **(plantation),** as in the **MATRIX,** but understand this: **if you do,** you'll be that **debtor/slave** on the **Plantation.** You'll **own/control nothing, own no property,** your **life blood/energy** will be **harvested** and **you will subject your children** to same **grueling servitude and their private code/statutes** wherein your children **will never be free!**

Since you are now the Secured party Creditor and a **'private banker,'** you have much to **read, learn, study and apply!** It's a lot of responsibility and not everyone will become or should become a **'secured party creditor!'**

As you start on this **path,** keep a couple things in mind at all times; **1) EVERYTHING OPERATES ON A CASE BY CASE BASIS** and **2) THERE ARE NO GUARANTEES! Scary... not really.** There's no guarantee when **you** hire an **attorney** and go into court that you will prevail, is there? Or, on the operating table, when the doctor says, **"We're going in to explore and find the problem and cut it out – wish me luck!"** Or, when you hear that knock at the door and it's some government agent and he says, **"Hello, I'm from the government. I'm here to help you!"** There are no guarantees...other than **1) your debtor will be taxed until you die** and **2)** you can't take anything with you when you **(cross over)** leave this planet. That, you can take to the **bank!**

You have now been exposed to the commercial scheme as it has been operated against you. You may now realize that there are no Constitution**(s) that** they do not operate upon you, that so-called governments are mere de-facto corporations, **their** so-called **oaths of office** are **meaningless** or **frivolous formalities** to **deceive you that** politicians lie, that the so-called American way of life today is a society built upon the creation of **DEBT.** From the debt established from hospital giving birth, to the new home, the new car, putting your son in college, the credit cards, to everything in between. So-called government is not here to **'serve the people,'** but to control them and harvest their energy **(taxes),** convert them into **'customers,'** take their **'exemptions'** and produce the credit **(money)** for the survival of the corporation**(s).**

Sounds really more like **MATRIX** now, doesn't it?

It's now been **7 years** since **Redemption** came on the scene. There was great success in the beginning as people began to understand the so-called **government scheme** and **Redemption** and apply the new found **technology** and **terminology** to the **economic servitude** imposed upon them. Certainly, **Redemption** found itself within the so-called **'Freedom Movement'** as those in the movement were already fed up and exposed to the antics, corruption and mindset of government and the **'police state!'**

In the past, it was the norm to ***protest*, to** fight the so-called agents, to go into **their** courts and defend your non-existing rights. It was taught to sever all ties with so-called **agencies of government (driver licenses, social security, etc.),** become free and, as applied to **IRS** and **taxes,** quit filing, study the **IRS Code** book to ***argue*** that the **code** and its various **statutes** did not apply to you. But all that was **'protesting'** and as many have come to understand, **"...you're going to war... not going to peace!"**

And, as we now look back... **we're in agreement.** We can see that ***protesting*** and ***arguing*** did not get us anywhere but into more trouble or deeper into the quagmire of more **FIGHTING, STRESS, WASTED TIME, FINES** and what is called **GOING TO WAR** ... and the resulting injuries and wounds are quite severe!

But along came **Redemption** and the **commercial-economic-scheme 'lights'** came on and now we can see and understand the whole enchilada! The **bankruptcy, National Emergency, HJR-192,** the creation of the **corporate debtors (Straw-men),** the **pledging** of **our property** to the **corporate State,** the creation of the **CORPORATIONS (the machines as in MATRIX 3)** including your **debtor/Straw-man/Ens legis/corporate fiction,** and all the **credit** generated from your actions in commerce or in **their courts** whereby the **judges** create **'money judgments'** to create millions and billions in so-called dollars to feed the so-called **military corporate commercial government system,** the **monster** that was given life in long before **1933!**

As the **'authorized representative and attorney-in-fact'** of the **Debtor,** it is your **function, duty,** and **obligation** to handle **(discharge)** the so-called **commercial affairs** of the **debtor,** including but not limited to **fines, fees, taxes, judgments** and such other **debts** which may or may not arise from time to time. But today, that's not an easy thing to do. It does take some time, and a computer. The process can be a little extensive. A record (copies) has to be maintained, certified mailings done. There may be continued communications within a matter and there could very well be a DISHONOR (non-acceptance) of your instrument! The 'other side' may file a court action to compel 'payment!' Remember, there is no guarantee. As you will come to learn herein, there is NO PROTECTION EITHER! If you want that, then continue on and keep an open mind as you learn more about the Sovereignty and the International Sovereigns Association.

Everything inside your front door of your home... is **private.** You can do anything you want **(well, you understand – within reason i.e., can't disturb the neighbors, bury bodies in the basement, etc.) However,** when you step outside your front door, you step out into the **world of**

commerce. In that **world of commerce,** your **STRAW-MAN, (Debtor)** goes before you and all commerce is done in its name... in behalf of your **Debtor!**

Due to the so-called **military social construct** known as the **United States,** with everything in bankruptcy, everything is **bonded, insured** and **licensed. S**ince **'corporations'** are **'fictions,'** though they can **sue** and be **sued,** they exist under **'privilege'** and therefore under the **Martial Law/Police State/Bankruptcy. "They"** are ***licensed*** to perform in commerce, for **regulation** of these **entities** for the purpose for **taxation** and **raising** of **revenue/profit.** If there were no **U.S. Bankruptcy** and the **'their'** so-called **government** operated under a strict **social compact** of a **'Constitutional'** form of **government,** the agencies established for the benefit of the **signatories** or **their posterity** thereto, under **'due course in law,'** and as **'their' so-called 'rights'** were guaranteed via the **social compact contract** known as the **Constitutions** as such operates upon **their 'agents'** of agency government via **their officer's 'Oath of Office,'** MOST ALL LICENSES WOULD NOT APPLY TO THE PRIVATE MAN**! License is defined as to do that which otherwise is illegal!** When did the **Supreme Creator** direct that **His Children** live under **license?** Did **their** so-called **'fore-fathers'** establish within **their 'Declaration of Independence'** that **their** right to LIFE, LIBERTY AND PURSUIT OF HAPPINESS ***was subject to license?*** When was it ever **illegal** to **marry,** to go **(travel by any mode of conveyance)** to work**, or** to **pursue happiness (would not a Certificate of Competence be better than a license)?** Point is, all commerce in done in the **'corporate activity/name/entity'** and once you understand that, the rest of the commercial puzzle will begin to fall into place.

Obviously, in the past, you entered into contracts with companies, corporations, and various government agencies, etc., via in the name of **your** alleged **Debtor** controlled by the **corporation's** constructs. Now **you're** the **secured party.** You now received a **'Bill,' of accounting** in the mail **(a 'Presentment')** and it's a **request/demand** to pay a sum certain **money of account.** For ease of understanding, let's use the presumption of an assumed assessment alleged in an **IRS/Tax** issue as an example.

But first, within this book and other information available elsewhere (in books, internet, etc.), you must understand the so-called **money issue.** If you do not understand what the terms used in respect to money means or any issue related thereto, then One cannot accept the facts in relation thereto**! D**on't go any farther. Either understand the money issue, because it is key to everything, or otherwise, **Redemption** is not for you**!** Return to the Plantation and perform under commercial servitude**!**

Per **their** original social compact party contract **(U.S. Constitution), "No state shall make anything but Gold or Silver coin a tender in payment of debt."** And per **'Bouvier's Dictionary of Law' (1839); 'Title'** as defined in **#5,** states; "THE LAWFUL COIN OF THE UNITED STATES WILL PASS THE PROPERTY ALONG WITH THE POSSESSION." The **'property'** and the **'possession'** are called the **DROIT-DROIT and/or DUPLICATUM JUS,** and is defined as the double right**!** You have to understand that back then, **gold** and **silver** was the *money of exchange* as the accepted medium and was the substance of money or what was to back the *money of account* in the form of any **'Notes'** or such **'IOU'** came into existence by and through custom and usages of commercial affairs. As to that point of contractual **(U.S. Constitution)** obligation, as from the standpoint that every **'public servant/officer'** takes an

'Oath of Office' to support and defend the said social compact contract known as the **Constitution(s), they** contracted to uphold any specific point in reference to uses as to **'pay'** any lawful and/or legal debts **(at law!)** arising within or in relationship to such nexus with such jurisdictions established by such social compact contract known as the **United States Constitutions** appertaining to the **Several Compact Party States thereof.** Since the bankruptcy, the **gold** was ordered to be removed as a basis of **value/substance** backing the **money of account** and later the **silver** was removed as well. Therefore, there is nothing of value backing the so-called money of account except **your** 'full **faith** and **credit'** in **their** fraud today, which is no more than 'Bankruptcy Script of a Private Corporation' **(Federal Reserve Bank System)** having no value of substance, as stated by the **Federal Reserve System.** Therein, when you maybe bought your home or your car, the **'property' (RES)** and the **'possession' (title) did not pass to you!** You do not possess the double right, **the Droit-Droit and/or Duplicatum Jus.**

So the question is... "What do you have access to, in the form of money of exchange to pay your debts in law today that has value?" And most importantly, if some so-called government **agency/entity** sends **your** debtor a **'presentment'** for payment, is the payment sought in compliance with **Article I, Section X** of **their** contract known as the **U.S. Constitution... per their Oath of Office?**

If all value has been removed then what is left to pay your debts? All that remains is **'paper!'** However, with **'paper'** one cannot **'pay'** the debt... you can only **'discharge'** the liability of the assumed debt until sometime in future when the bankruptcy is terminated and **'substance'** is restored as backing what is called **'money'** in paper form, saving the hassle of carrying heavy **gold** and **silver** in your pockets, as that would be a bit impractical with some 200 million people allegedly in **their** U.S. today! So obviously, in the past, paper money was created for convenience.

HOWEVER, in **1965,** then so-called President, **Mr. Lyndon B. Johnson** signed a public law **(more aptly put 'public policy' due to the current military social construct caused by the Civil War)** altering the **COINAGE ACT OF 1792** and said, as he was signing it, **"We have no idea of ever returning to it."** This is all that One needs to see that the social compact under the so-called Constitution is dead and the new military social construct operating under the copyright trademark **of** the "United States" **for** "The United States of America" as it applied to the contractual Article 1, Section 10, Clause 1, referencing the obligations arising in relationship to payment in **gold** and **silver** as lawful Tender in payment of debt within the Compact Party States of the Union, styled **"The United States of America."**

And pursuant to the **NEGOTIABLE INSTRUMENTS LAW,** commercial paper, as designed, **IS THE CURRENCY!**

And the wealth **(credit)** of the **Sovereign (Secured Party Creditor)** is in his signature, we now have the best of the situation today... so long as **YOU** understand it and apply it properly... and that is:

Since the implementation of the U.S. Bankruptcy, through the **Negotiable Instruments Law,** and as all transactions are regulated through the **Uniform Commercial Code,** the **Secured**

Party Creditor can only **DISCHARGE** fines, fees, taxes, judgments, and such other debts pursuant to the remedy provided by Military Social Construct's Congress, **via** HJR-192 as there is no access to, nor lawful money of account, to pay debts at law pursuant to the contract **(U.S. Constitution)** as it operates upon the State governments. Therein, the remedy the **Secured Party** has on behalf of his Debtor, in commerce, is the **DISCHARGE OF DEBT,** with the commercial **paper/credit** created under his power to do so as the **Sovereign/Private Banker,** ***under the same law of necessity,*** for which the same ***law of necessity*** is derived as to the same authority from which the military social construct operates to assist **their** so-called government to adjust the accounts, in light of the declared bankruptcy, for the benefit of the **Military Social Construct** for which it stands.

SO NOW YOU KNOW THE MISSION, SHOULD YOU AGREE TO ACCEPT IT. BUT UNDERSTAND THAT THERE IS MUCH RESPONSIBILITY THAT COMES WITH THE STATUS – SECURED PARTY CREDITOR/PRIVATE BANKER!

With the above being covered, it is now ***necessary*** to get into the **CONDITIONAL ACCEPTANCE FOR VALUE.... To GET THE AGREEMENT!**

Conditional Acceptance for Value for Proof of Claim (CAFV)

Within the **Redemption Process** is the **concept/process** known as **CAFV.** Within **CAFV,** as a **Private-to-Private-Process,** the premise is **ALWAYS AGREE WITH THY ADVERSARY.** Since everything operates under contract or agreement, understand that pursuant to a contractual nexus between you and the social compact party States known as the State of "Whatever" of the United States and/or The United States of America, you have no rights as clearly stated within their so-called judicial case law per Padelford, Fay & Co. vs. The Mayor and Alderman of the City of Savannah, **14 Ga. 438, 520 (1854),** a **'private' person** (man) **IS NOT A PARTY TO THE U.S. CONSTITUTION,** which is the compact/contract for the public servant, bound by their Oath of Office.

So, if you are not a party to the social compact contract known as the Constitution, how do YOU become **liable** to some so-called federal agency (or State) and their rules and regulations? If not due to the fact one may be a federal employee, then maybe you consented! The same applies to the State! If **their** forefathers created **their** agency government (in valid contractual concept & principle) would you think they were so ignorant that they would place themselves within the contract designed only for their **'servants?'**

However, take notice that **YOU** have no **'contract'** with any social compact or construct otherwise called **'government'** to bargain for your rights, let alone to secure your rights in the second place. Is that why you are raped, pillaged and plundered by **their** so-called government and **their** corporations that **they** create?

Therefore, since you are not a party to **their** social contract, then it doesn't take a rocket scientist to understand that it makes sense to get an **agreement** from any particular agency, party, attorney general, government, IRS, agent, etc., to **DISCHARGE THE DEBT.**

Since the corporate fiction cannot tax you, the **'charge/Bill/Presentment'** comes via an **agent** representing the **'fiction,'** and sent to **your** debtor ...but where's the **agreement?**

Whether it's a traffic ticket or the IRS... it makes sense to go back to the agent and/or agency and get the agreement... that all you can do is discharge the fine, fee, tax, judgment or debt!

Based upon the basic format of a **CAFV** (there being a few different formats out there!), the concept of the first paragraph is... **AGREE WITH THY ADVERSARY!** As part of that concept, while you want to agree with your adversary, you also want and **NEED** to agree to **'perform'** to some prior offer, whether a traffic ticket (to pay the $$), a complaint, a Bill to pay money, etc., but **'present'** to **'them'** your **'counter-offer'** in the nature of your **CAFV.** As it is said: "You want to give honor, not go into **dis-honor**!"

Per **'their'** offer, while you have accepted and though you agreed to perform, now that you counter-offered, you cannot **'perform'** to **'their'** offer, until **'they'** now perform to your counter-offer. And should **'they'** fail or refuse to perform to your counter-offer, you cannot

perform to **'their'** offer! You went to **'them'** in honor, said, "Yes, I accept, I agree, but conditioned and **'predicated'** upon you producing or providing **'Proof of Claim'** (facts/discovery, etc.)!"

Well, if your opponent fails, or refuses to do so, he fails to "**state a claim upon which relief can be granted."** It's called a **12 B (6)** in the **Federal Rules of Civil Procedure!** Also, **'estoppels'** kicks in. Meaning, your opponent, by his silence, is stopped from going forward. His silence is taken as an agreement, acceptance and even to admittance to participating in fraud. The maxim is: "**For a matter to be resolved – it must be expressed!"** Well, what did you just do with your **CAFV?** Did you not **'express'** the matter to seek something: resolution, agreement or even your agreement to walk away; there being proofs of claim provided that your opponent was right?

Therefore, after the **CAFV** is sent, your opponent is given a minimum of **10 days** to bring forth the requested **'Proofs of Claim,'** with a response both to you and to your **Notary** and/or **Mail Escrow Agent.** See the two examples that follow, especially the closing **'caveat'** paragraphs. Should your opponent fail (or refuse) to provide **'Proofs of Claim,'** he/she **"stipulates to the facts as they operate in your favor."** Your opponent can **'agree'** to whatever you want him/her to agree to (within reason). Again, see the examples. Read them over **3** or **4** times! Understand the **'concept'** and **'intent'** and apply it to each and every one you do!

After your opponent fails to respond, you then send a '**Notice of Opportunity to Cure'** their fault of non-response. Should they fail or refuse, you then send the **'Affidavit of Notice of Default'** and you have your **Notary** or a '**Third Party**' sign the **Affidavit of Certificate of Non-Response,** either in their **Official Capacity,** if the response was to be directed to the **Notary,** or the **Certificate of Non-Response** signed and **notarized** by the '**Third Party.**' You send a copy of those two documents to your opponent while you maintain the originals, being holder in due course.

Portions of the following information is taken from the 'CAFV-CD', as advertised in the newspaper; The American's Bulletin, P.O. Box 3096, Central Point, Oregon 97502 (Ph. #541-779-7709), that contains 14 Plus CAFV's for IRS, Traffic, Auto/Home Mortgage, Money Debt Collection, Attorney General, Property Tax, State/Federal Criminal Case and more (for $75.00 – shipping included), to apply to the 'exhaustion of your private administrative process' on those particular situations and on 'any' situation. If necessary, the CAFV and concluding documents can be filed into a court matter as evidence under 'copy certification' by a Notary of no controversy, no crime, misapplication of statute, etc.

READ ME FIRST:

NOTE: All the following information is not to be construed as legal advice but as educational information only and the publisher or otherwise will not be held liable and is hereby held harmless by any user of the information offered strictly for educational purposes as to any use or misuse of the following information.

Conditional Acceptance for Value **(CAFV)** is the tool to use to **EXHAUST YOUR *PRIVATE* ADMINISTRATIVE REMEDY** to determine if there is a **CONTROVERSY** with your opponent/agent/officer, or to allow the other-side to establish an agreement with you as to discharge of debt or anything you want.

You are not expected to run into court just because you think you have a problem and want to sue somebody! You want all your **'ducks'** in a row. If, in your use of **CAFV,** you then determine that you have controversy due to the fact that your opponent provided the proof and the discovery that establishes a controversy, then and only then is the court the place to go to settle the controversy. Of course, under Biblical law, you are to go to your brother first. Well, the **CAFV** can be construed to be that process.

But what if your opponent goes silent and or refuses to **"bring forth Proof of Claim"** (exculpatory discovery)? He is now in dishonor and by his silence and/or **'general acquiescence'** has stipulated to the facts as expressed in your **CAFV** and has 'agreed' to the injury, misapplication of statute, etc. and now you have to ask yourself, "Is your opponent in the best position**?" NO!** He's in full Acceptance and even in verifiable Formal Acceptance**!** Therefore, you now have three witnesses against him, along with the fact that he has **'stipulated'** to the facts in the **CAFV** as they operate in your favor, if your adversary chooses to trespass! If your former adversary chooses to trespass upon the contractual agreement, you now have witnesses in evidence for tort damages and, once perfected, may become marketable debt for full settlement and accord for settlement of the accounts when you accept unlimited liability via International Public Order to become signatory to a social compact for your own safety, liberty, and pursuit of happiness and that of your posterity, which they acquire by birth.

Normally, you allow the other side **10** to **30** days to respond with **'Proof of Claim,'** allowing **3** days (normally) for return mail. After non-response then you mail out the **Notice and Opportunity to Cure**, allow three days, with three days for return mail. If no 'Cure' of their fault occurs through the provision of a 'Proof of Claim,' then you proceed with an **Affidavit of Notice of Default and Acceptance** and the **Affidavit of Certificate of Non-Response** (signed and notarized by your 'Notary' or 'Third Party'). Note: The Notary cannot notarize his/her own signature, so the Notary has to have another Notary notarize the document! Later, depending upon whether there arises any related court matter, you must have all documents presented under **Copy Certification by Document Custodian** (**YOU** are the Document Custodian) which you want or need to have notarized by a Notary. If any presentment involves a bill of exchange you will have to have an additional **Notarial Protest** done by a **Notary**, which, in some cases, may have to be done from out of State. Check with a **Notary** in your area as to his/her willingness to provide this service for you.

Depending upon your **'caveat'** (closing paragraphs as to what your opponent now has **'agreed'** to, you may file a **Tort Claim,** and/or discharge a matter with a bill of exchange, etc.!

As a few have said and as many are coming to understand, cases are won ***before you ever walk into a courtroom!*** However, in many cases court is not involved. Where it is, with **CAFV,** completed correctly... you've already won!

Keep the **CONCEPT** and **INTENT** alive in your **CAFV.**

1. **ALWAYS** accept for value **THEIR OFFER** – that is, Agree with thy adversary.

2. Agree with their offer to perform, whether it be a fine or jail time, etc., predicated upon proof of claim.

3. Note: You will **'perform'** to their offer just as soon as they **'perform'** to your **'conditioned offer!'**

4. You can't perform to their offer until they perform to your offer!

5. Their failure or refusal will be evidenced in your **Affidavit of Notice of Acceptance** and the **Notary's** and/or **Mail Escrow Agent's 'CERTIFICATE OF NON-RESPONSE.** Especially where any court action may or will be forth coming!)

6. If necessary, as you may go into court either with an Special Visitation and/or Appearance Brief, watch what you say verbally because you're in **their** court now and everything IS NOW 180 degrees out from what one would normally say... so don't step into their traps by testifying. That means don't make statements, always ask questions, don't make statements.

The Special Visitation Brief and/or Appearance Brief, done in court brief format, would contain a primary paragraph, similar to the following:

COMES NOW the Third Party Intervener on behalf of the Defendant/Debtor to notice the above styled Court that the Third Party Intervener has accepted for value the Prosecutors offer and had agreed to perform to go to jail – pay the fine – etc. ... but that was predicated upon Proof of Claim.

The Prosecutor has failed to bring forth proof of claim, has failed to state a claim upon which relief can be granted and has stipulated to the facts as they operate in favor of the Defendant.

The Acceptance and Formal Acceptance of the Prosecutor (and whoever else) and all the facts touching upon these matters are before the court.

I do not know what to do... what's my remedy?

Note: the above paragraph may change somewhat on a case by case basis!

At that point, the judge is placed in a **ministerial capacity**, not a **judicial capacity** to settle a controversy **BECAUSE** there is no longer a controversy because all the alleged parties to the claim are in full agreement that each side has stipulated to the acceptance and formal acceptance ... **AND IT'S BOTH YOU AND THE PROSECUTOR!** So based upon your presentments under seal **(Notary Seal)** there is no controversy for a judicial determination to be granted only an administrative dismissal for failure to prosecute and/or bring forth **'Proof of Claim,'** to state a **'Claim of Action'** for which relief can be granted**.**

To the best of your ability – **DO NOT TESTIFY, ANSWER QUESTIONS, ADMIT, CONFESS OR CONSENT TO GO TO JAIL, PAY THE FINE OR ANYTHING,** after acceptance has been formalized!

First CAFV example: (for a Traffic Matter!)

Certified Return Mail Number _____

Name and Address
.....
.....
.....

ANY AGENCY OF STATE OR DEPT.
.....
.....
.....

November 8, 2009

RE: CONDITIONAL ACCEPTANCE – REQUEST FOR PROOF OF CLAIM
Reference Citation(Account) No. 00000000000 & Case No. 000000

Dear Mr. 'Officer' and/or 'Prosecutor':

In regards to the above 'Citation/Case,' I want to resolve this matter to the best of my ability as soon as possible, I find it prudently necessary to exhaust by due diligence my administrative remedy as it relates to your presentment/offer _____ which has left me somewhat confused. I realize that my past experience is urging me to argue every point, but now realize that I want to conditionally accept for value your offer/charges predicated upon **'proof of claim,'** and I promise to pay the fine and even go to jail on behalf of the alleged debtor that you have brought the charges against, but I can only do so conditioned upon such verifiable **'proof of claim,'** given under penalty of perjury, and as such, the necessary **Proof(s) of Claim** are exculpatory and sought on behalf of the alleged plaintiff and enumerated below so that the alleged debtor may justly ascertain liability in the interest of plaintiff, the court, and public

interests, to perform accordingly touching upon the performance of the law relative to due process of law to which the debtor is presumed entitled, regarding a fair and impartial hearing within the due course of the law as it appertains to this proceeding or any other related matter hereto, according to the following to wit:

1. **PROOF OF CLAIM** on how the Oregon Constitution operates upon me, a private man.

2. **PROOF OF CLAIM** on how the State statutes by and through the Oregon Legislature and the DMV operate upon me, the private man.

3. **PROOF OF CLAIM** that name appearing on the charging instrument, in capital letters; ....., is not a corporate fiction, but is the name of the Private Man in his private capacity.

4. **PROOF OF CLAIM** that the Oregon Revised Statutes (ORS) describe any other class of license other than for commerce or for commercial trade, occupation or profession.

5. **PROOF OF CLAIM** that in my private capacity, that I'm subject to Class A, B, and Commercial driver license. (see ORS 807.031)

6. **PROOF OF CLAIM** that the State of Oregon via the DMV sells any other 'driver' license.

7. **PROOF OF CLAIM** that the Motor Vehicle code does not operate upon all 'drivers' of 'all' vehicles owned or operated by 'the United States,' 'this state,' 'or any county,' 'city,' 'district,' 'or any other political subdivision of this state' ... and thus operates upon this private man. (see ORS 801.020)

8. **PROOF OF CLAIM** that my 'private vehicle is not a 'recreational' vehicle that is operated solely for personal (private) use. (see ORS 801.208)

9. **PROOF OF CLAIM** that my 'private vehicle is used for the transportation of persons for compensation or profit, or designed or used primarily for the transportation of property (for hire). (see ORS 801.210)

10. **PROOF OF CLAIM** that the private man was a *licensee* at the time of the 'stop' to subject himself to the motor vehicle code by agreement and as a signatory. (see Vehicle Traffic Law, 1974 Rev Ed., page 238, 239)

11. **PROOF OF CLAIM** that the prosecutor is enforcing the license issue solely due to the private man 'acting for compensation' upon the highways. See Schmog v. Keiser, 189 Cal 596.

12. **PROOF OF CLAIM** that, "In view of this rule a statutory provision that the supervision officials **"may"** exempt such persons when the transportation is not on a commercial basis means that they "must" exempt them, generally applies in this matter (State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 pg 581)

13. **PROOF OF CLAIM** that the private man does not have the right in light of ORS 801.305.

14. **PROOF OF CLAIM** that the Prosecutor and the officers of the court are bound to support Amendment in Article I, § X, (No State shall... make any Thing but gold and silver coin a Tender in Payment of Debts).

15. **PROOF OF CLAIM** that the officers and employees of [example-the Department of Revenue are bound to support Article XI, § I (of the Oregon Constitution) "...nor shall any bank... putting into circulation any bill, check, certificate, or other paper (NOTE(S)), or the paper of any bank company ('federal reserve')

NOTE(S)... to circulate as money." [Note: for other state application; add to the last sentence in #14 > and as it operates in this State under the para materia rule.][Remove this line if you're in Oregon!]

16. **PROOF OF CLAIM** that, in relation to any monetary penalty, the **"giving a** (federal Reserve) **note does constitute payment."** See Echart v Commissioners C.C.A., 42 Fd2d 158.

17. **PROOF OF CLAIM** that, in relation to any monetary penalty the use of a (federal reserve) 'Note' is not only a promise to pay. See Fidelity savings v Grimes, 131 P2d 894.

18. **PROOF OF CLAIM** that Legal Tender (federal reserve) Notes are good and lawful money of the United States, in relation to any monetary penalty. See Rains v State, 226 S.W. 189.

19. **PROOF OF CLAIM** that (federal reserve) 'Notes do operate as payment in the absence of an agreement that they shall constitute payment.' See Blachshear Mfg. Co. v Harrell, 12 S.E. 2d 766.

20. **PROOF OF CLAIM** that the secured party has access to 'lawful money of account' to **'pay'** debts at law without becoming a tort feasor.

21. **PROOF OF CLAIM** that the 'entity' bringing forth this claim can testify on the witness stand of the same and bring all relevant evidence.

22. **PROOF OF CLAIM** that the prosecutor, as an agent of the State, has established a **'liability bond'** either personally or by and through any Risk Management Policy in this action to indemnify the private man in the event of any damnification, and I request the Policy Number and the address of the Insurer/Bonding company.

Please understand that I want to resolve this matter as soon as possible, I realize that I may have made a few mistakes in the past, but seeing now the need to exhaust my administrative remedy/process, I now request the above **'proofs of claim'** that you are relying upon to support your **'Claim of Action'** in this matter.

Per your due diligence or acceptance to bring forth **'proof of claim,'** you will be found in formal acceptance and will have admitted a damage and injury to this private man and will have stipulated to the facts that the private man herein is not subject to the **Oregon Vehicle Code** and that he has a right to travel in his private automobile/conveyance in non-commercial use of same and as to any monetary and/or pecuniary fine, that the undersigned can only discharge the monetary accounting penalty in behalf of the person/debtor named on the charging instrument.

You are requested to send Proofs of Claim to the undersigned and a copy to the Third Party or Notary as addressed below.

The undersigned herein respectfully requires the Prosecutor to reply within 10 days from receipt of this presentment plus three (10) days return service to respond. General acquiescence as a non-response shall be taken as an acceptance to provide **'proof of claim'** and forthwith shall constitute agreement by the Prosecutor that the undersigned/Secured Party can exercise the remedy provided by Congress via HJR-192, to discharge debt(s) **'dollar for dollar'** with a draft, time draft, Bill of Exchange, or Accepted for Value and Returned for Discharge as necessary and that the undersigned's exclusive remedy, if necessary, is Tort, to be governed by the terms of the Notice of Claim presented by Claimant appertaining to the matters relative hereto, or otherwise.

Sincerely

Without Prejudice

_____

Name..... – Secured Party Creditor, Authorized Representative-Attorney-In-Fact in behalf of NAME OF DEBTOR IN CAPS ..©, Ens legis

Third Party or Notary Address:

.....
.....
.....

Second CAFV example: (where a previous contract was entered into and signed by you!)

Certified Return Mail Number _____

Your address here
.....
.....
.....

COLLECTION SERVICE, INC or CREDIT CARD CO.
99999 LAKE ROAD, STE 2000
MILWAULKIE, OR 97777

February 3, 2009,

RE: CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM UPON COMPANY OR CREDIT CARD –NAME IT HERE- COMPANY'S (CCC) CONTRACT, FOR DETERMINATION OF 'MEETING OF THE MINDS,' 'FRAUD ON THE CONTRACT,' AND OR AN 'UNCONSCIONABE CONTRACT' AND/OR AGREEMENT FOR COMMERCIAL DISCHARGE, Account No. XXXXXXXXX

Dear Mr. _____:

I am in receipt of and conditionally accept for value (honor) your letter entitled "Demand For Payment Of Debt", **or** _____, Reference No. 8888888 **'IF ANY'**, dated _____, 2007. A copy of your letter/document is enclosed.

It has come to my attention that as applied to the above matter, that there may not have been a true qualified **'meeting of the minds,'** that there may be fraud or misrepresentation on the contract and/or the contract itself may be an unconscionable contract, or other controversies that may exist within this contract/transaction.

As I want to resolve this matter as soon as possible, I am initiating this private-administrative remedy to determine such matters and I agree to continue making payments predicated upon your **'proof of claim.'**

The necessary **'Proofs of Claim'** are set out below, to wit:

1. **PROOF OF CLAIM** that CCC gave **FULL DISCLOSURE** to all matters dealing with said contract as to the US Bankruptcy, form of payment, what was loaned, etc.

2. **PROOF OF CLAIM** that the agent (Mr. **** - Attorney – or ????) in sending the undersigned the **DEMAND FOR PAYMENT OF DEBT** letter via the US Mail, does not constitute a mailing a fraudulent claim, and/or committing mail fraud (Title 13, Sec 1331 USC).

3. **PROOF OF CLAIM** that CCC as an **'artificial entity/creature,'** created under the laws of the State of _____ and doing business in the State of _____, by and through its Officers, Board of Directors and employees, and agents are not bound to support Article I, § X, as a **'State created entity,'** in that **"No State shall... make any Thing but gold and silver coin as Legal Tender in Payment of Debts,"** and that any such thing as gold and

silver coin exists as legal tender in payment of debts.

4. **PROOF OF CLAIM** that of the value (substance) demanded in the DEMAND FOR PAYMENT OF DEBT ***is in the nature of*** Valuable Consideration called **'money'** and is in compliance with Title 31 UNTED STATES CODE § 371 and 12 UNITED STATES CODE § 152.

5. **PROOF OF CLAIM** that CCC inquired or knew that the undersigned had, or has access to 'lawful money of account' to 'pay' the contract debt(s) at law without becoming a tort feasor.

6. **PROOF OF CLAIM** that the undersigned had/has access to 'money' that constitutes **'LAWFUL** (*Sufficient*) **CONSIDERATION.'**

7. **PROOF OF CLAIM** that the use of a (federal reserve) **'Note,'** or instruments certifying conveyance of Federal Reserve Notes, *is not only* a promise to pay. See Fidelity savings v Grimes, 131 P2d 894.

8. **PROOF OF CLAIM** that Legal Tender (federal reserve) Notes, or instruments certifying conveyance of Federal Reserve Notes, *are* good and lawful money of the United States. See Rains v State, 226 S.W. 189.

9. **PROOF OF CLAIM** that Federal Reserve Notes, or instruments certifying conveyance of Federal Reserve Notes, *are not* valueless. See IRS Codes Section 1.1001-1 (4657) C.C.H. (Note: Federal reserve Bank says **"Federal Reserve Notes.. ...have no value."**)

10. **PROOF OF CLAIM** that (federal Reserve) Notes, or instruments indicating a conveyance of Federal Reserve Notes, *do* operate as payment in the absence of an agreement that they shall constitute payment.' See Blachshear Mfg. Co. v Harrell, 12 S.E. 2d 766.

11. **PROOF OF CLAIM** that the undersigned had a 'meeting of the mind(s)' with CCC pursuant to the contract/agreement in respect to full disclosure and that said contract contained or contains no elements of fraud by CCC.

12. **PROOF OF CLAIM** that CCC did not, in respect to their contract/agreement was not made beyond the scope of its corporate powers and the contract is not unlawful and void. (see for reference McCormick v Market Natl. Bank, 165 Us 538)

13. **PROOF OF CLAIM** that the Negotiable Instruments Law was not designed to cover commercial paper**,** [which] **IS** the currency. La. Stat. Ann. -R.S., 71 et seq. LSA-C.C, Art. 2139 (see attached **Affidavit of Walker Todd**)

14. **PROOF OF CLAIM** that CCC did not loan their 'credit' and that the undersigned IS ONLY OBLIGATED to pay back in something other than 'like kind,' i.e., debt instruments.

15. **PROOF OF CLAIM** that the U.S. Bankruptcy did not impair the obligations and considerations of contracts through the "Joint Resolution To Suspend The Gold Standard and Abrogate the Gold Clause,"- June 5, 1933 as it may operate within the State of ...../STATE OF .....

16. **PROOF OF CLAIM** that the State of ...../STATE OF ..... did not adopt in some capacity the Uniform Commercial Code and that all transactions included but not limited to courts are governed under the UCC and/or the Negotiable Instrument Law as designed, to cover commercial paper, [which] **IS** currency. La. Stat. Ann. – R.S., 71 et seq. LSA-C.C, Art. 2139.

17. **PROOF OF CLAIM** that under the Negotiable Instrument Law, 'commercial Paper,' but not limited to Bills of Exchange are not 'money' (currency) in respect to the National Emergency and the Uniform Commercial Code and are not to be accepted to discharge debt.

18. **PROOF OF CLAIM** that the undersigned cannot accept for value any public or private presentment/invoice/Bill, etc., for fine, fee, tax, debt or judgment and discharge the same with a Bill of exchange or other commercial paper as necessary to carry on commerce.

19. **PROOF OF CLAIM** that CCC by and through its employees, knew or did not know, that this transaction was beyond the scope of its Charter and that CCC and did not intend to bind the undersigned to an unconscionable contract.

20. **PROOF OF CLAIM** that CCC by and through its employees and agents, did not commit fraud on the contract in respect to the account/contract referenced above in any capacity.

21. **PROOF OF CLAIM** that your **DEMAND FOR PAYMENT OF DEBT** letter does not therefore constitute an attempt by CCC at unjust enrichment.

22. **PROOF OF CLAIM** that the commercial instrument or Bill of Exchange tendered was not refused and returned within three days pursuant to Nygaard v Continental Resources, Inc., 598 N.W. 2d 851 (1991), 39 U.C.C. 2d 851.... "The court held the under 2-511(2), tender of payment is sufficient when it is made by means current in the ordinary course of business, unless the seller demands payment in legal tender. Here, Nygaard spoke to Continental several times after receipt of the sight draft and never requested payment in legal tender. Payment to extend the lease was due by January 4th, 1988 and the rejection of the sight draft did not occur until January 8, 1998. Nygaard rejection was thus untimely and tender of sight draft was sufficient to extend the lease."

23. **PROOF OF CLAIM** that undersigned, as the authorized representative of the Debtor does not have the standing or capacity to accept for value the offer/contract/presentment and discharge the same via Bill of Exchange or other appropriate commercial paper for discharge via the remedy provided by Congress – HJR-192 of June 5, 1933.

General acquiescence, or non-response by CCS to provide the above **'Proofs of Claim'** will constitute your agreement and formal acceptance. You will have by your non-response to state a claim upon which relief can be granted otherwise shall operate as general acquiescence relative to this presentment. You will have admitted there is no valid Claim of Action arising via contract and/or compelling the undersigned into an unconscionable contract and that there was no meeting of the minds in respect to the alleged contract.

You will have formally accepted each and every fact herein as they operate in favor of the undersigned, due to your silence and estoppels is in effect.

You admit to your non-response to bring forth **'Proof of Claim'** in support of a **'clean hands doctrine,' 'full disclosure,' 'good faith dealing,'** and as to the **FAIR DEBT COLLECTIONS**

PRACTICES ACT, as it may apply to your presentment in regards to this alleged transaction/contract/ as referenced above.

Therein, presumption will be taken in regards to your refusal, failure, default, and dishonor, admission, and confession of injury and damage and failure to state a claim, that you, CCS, this **'Conditional Acceptance'** becomes the security agreement under commercial law, or in the alternative, you agree and stipulate that the undersigned can only discharge the demand payment letter/bill/presentment, etc., with a Bill of Exchange, or other commercial paper, or the presentment 'Accepted for Value and Returned for Discharge' and that you or CCC will accept said 'instrument' as tendered or 'acceptance' to discharge the debt under necessity.

Or if the previous 'instrument' (Bill of Exchange) was tendered and not accepted, you agree that the matter/account/debt is discharged as an operation of law in tender of payment and/or bankruptcy. (remove this bolded sentence if it does not apply to your matter!)

Due to the time sensitive nature of this private matter, under necessity, you are to respond with **'Proof of Claim'** within **10** days, plus three **(3)** days grace granted by return service by certified-priority-return-mail to the undersigned's address and a copy to the Third Party or Notary as addressed below.

Should you fail or refuse by non-response to provide **'Proof of Claim'** within the time specified in this private matter, general acquiescence and acceptance will be taken on your part as formally exercised (performed) pursuant to your silence.

This agreement shall have the effect of an instrument under seal.

Sincerely,

Without Prejudice

_____

Name..... – Secured Party Creditor, Authorized Representative, Attorney-In-Fact, in behalf of NAME OF DEBTOR IN CAPS©, Ens legis

Third Party or Notary Address:

.....

.....

.....

[Note: Normal format of paragraph 'tabs' are set at .2]

Third CAFV example: (Called the 'Universal CAFV' sent to Attorney General) – make obvious adjustments to the CAFV as needed!

Certified Mail Receipt Number _____

****

P.O. Box 2222
Big City, Oregon
97500

****

ATTORNEY GENERAL
ADDRESS/STATE HOUSE
SACRAMENTO, CALIFORNIA
9******

March 25, 2009

RE: CONDITIONAL ACCEPTANCE (CAFV) – REQUEST FOR PROOF OF CLAIM AS TO THE STAUS OF MONETARY CONDITIONS WITHIN THE STATE OF _____TO PAY DEBTS AT LAW, JURISDICTION AND OTHER MATTERS, CONSTITUTING AGREEMENT

Dear.....**:**

I'm in receipt of money claims, a court judgment, or whatever, **emanating out of the State of** _____ , or one of its agencies. [This first sentence must be adjusted to fit your *particular* situation – otherwise remove and start this paragraph with the next sentence!] I seek Proof of Claim in the nature of exhausting my private administrative remedy from your Office as to the monetary status and condition(s) within the State of California/STATE OF CALIFORNIA and as to the U.S. Bankruptcy, jurisdiction, property and status of the undersigned and Oaths of Office as it may operate upon so-called judges within 'this' State and other matters. As I want resolve this matter as soon as possible as to understanding the above (and/or pay/discharge this judgment), it is of necessity that I can only do so conditioned upon you or your Department providing Proof of Claim.

As necessary, the Proof(s) of Claim are enumerated below:

1. PROOF OF CLAIM that the State of ...../STATE OF ..... does not operate under the U.S. Bankruptcy confirmed on June 5, 1933 (see Senate Report No. 93-549, codified at 12 U.S.C.A. 95 a) also known as the National Emergency. (See: Executive Proclamation No. 3972).

2. PROOF OF CLAIM that the U.S. Bankruptcy did not impair the obligations and

considerations of contracts through the "Joint Resolution To Suspend The Gold Standard And Abrogate the Gold Clause,"- June 5, 1933 as it may operate within the State of ...../STATE OF .....

3. PROOF OF CLAIM that the State of ...../STATE OF ..... was not one of the several States of the Union that pledged the faith and credit (of the people) thereof to the aid of the National Government in respect to the National Emergency in and around 1934.

4. PROOF OF CLAIM that the U.S. Bankruptcy/National Emergency has been terminated and does not operate within 'The' or 'This' State/STATE and lawful 'Constitutional' money has been reinstated and is in circulation to allow the people to 'pay their debts at law.'

5. PROOF OF CLAIM that within the State of ...../STATE OF ....., all State Banks are not under the direction and control of the corporate "Governor" of the International Monetary Fund (See: Public Law 94-564).

6. PROOF OF CLAIM that the State of ...../STATE OF ..... by becoming a corporator (see: 22 U.S.C.A. 286e) did not lay down its sovereignty and take on [the character] that of a private citizen and that it can exercise no power which is not derived from the corporate charter. (See: The Bank of the United States vs. Planters Bank of Georgia, 6 L. Ed. (9 Wheat) 244))

7. PROOF OF CLAIM that the people have not succeeded to the rights of the King, the former sovereign of this State, and are not, therefore, bound by general words in a statute without being expressly named. (See: THE PEOPLE v. HERKEIMER, Gentleman, one, &c-4 Cowen 345; 1825 N.Y. LEXIS 80)

8. PROOF OF CLAIM that there are clauses in the state/STATE or Federal Constitution(s) that subject a citizen to statutory jurisdiction.

9. PROOF OF CLAIM that the word "person' when used in legal terminology is not perceived as a general word which normally includes in its scope a variety of entities other than human beings.

10. PROOF OF CLAIM that "the ultimate ownership of all property is not in the State; being that individual so-called ownership is only by virtue of Government, i.e., law amounting to mere user; and use must be in accordance with law and subordinate to the necessity of the State." (See: Hearing Before A Subcommittee of the Committee on Foreign Relations, February 17, 1950, pg. 494, Exhibit H-4, Constitution For The United Nations Industrial Development Organization, Treaty Document 97-19 and the Communist Manifesto)

11. PROOF OF CLAIM that the undersigned, as a private party, is a party to the State Constitution by oath, pledge, and contract or as a signatory.

12. PROOF OF CLAIM of 'any' contract (implied or otherwise) that binds the undersigned to the jurisdiction of 'This State' wherein the undersigned is a signatory.

13. PROOF OF CLAIM that 'FULL DISCLOSURE' of all material facts relevant to the entire contract (State Constitution) as to nexus and application upon the undersigned along with disclosure of the contract defining the construction, purpose, etc., as well as documentation where the agent(s) are defined and empowered to act within the Constitution/contract upon the undersigned.

14. PROOF OF CLAIM that the State of _____/STATEOF _____ Constitution/Contract/Charter (by and through your Office or any prosecutor) authorized the representing or prosecuting of any claims against the undersigned.

15. PROOF OF CLAIM of the contrary that "All that governments does and provides legitimately is in pursuit of its duty to provide protection for private rights, which duty is a debt owed to its creator, WE THE PEOPLE, (Wynhammer v. People, NY 378)... and the private disenfranchised individual; which debt and duty is never extinguished nor discharged, and is perpetual. No matter what the government/state provides for us in manner of convenience and safety, the disenfranchised individual owes nothing to the government." See: Hale v. Henkel, 201 U.S. 43)

17. PROOF OF CLAIM that ALL officers and employees of the State of ...../STATE OF ..... including Judges are under a Constitutional Oath of Office to support and defend both U.S. and State Constitutions.

17. PROOF OF CLAIM that the officers and employees of the State of ...../STATE OF ..... including Judges are not bound to support Amendment in Article I, § X, (No State shall... make any Thing but gold and silver coin a Tender in Payment of Debts).

18. PROOF OF CLAIM that the officers and employees of the State of ...../STATE OF ..... including Judges are not bound to support Article XI, § I (of the Oregon Constitution) "...nor shall any bank...putting into circulation any bill, check, certificate, or other paper (NOTE(S)), or the paper of any bank company ('federal reserve' NOTE(S), ...to circulate as money" as it operates upon the State of ...../STATE OF ..... under the 'para materia' rule.

19. PROOF OF CLAIM that within the State of ...../STATE OF ..... the "giving of a note does constitute payment." (See: Echart v Commissioners C.C.A., 42 Fd2d 158).

20. ROOF OF CLAIM that within the State of ...../STATE OF ..... the use of a (federal reserve) 'Note' is not only a promise to pay. (See: Fidelity Savings v Grimes, 131 P2d 894).

21. PROOF OF CLAIM that within the State of ...../STATE OF ..... Legal Tender (federal reserve) Notes are good and lawful money of the United States. (See: Rains v State, 226 S.W. 189).

22. PROOF OF CLAIM that within the State of ...../STATE OF ..... Federal Reserve Notes are not valueless. (See: IRS Codes Section 1.1001-1 (4657) C.C.H.)

23. PROOF OF CLAIM that within the State of ...../STATE OF ..... (federal reserve) 'Notes do operate as payment in the absence of an agreement that they shall constitute payment.' (See: Blachshear Mfg. Co. v Harrell, 12 S.E. 2d 766).

24. PROOF OF CLAIM that the undersigned secured party has access to 'lawful money of account' to 'pay' debts at law without becoming a tort feasor.

25. PROOF OF CLAIM that a judgment for money must specify,' the amount in words or figures with some mark or character to indicate what they represent... figures in the absence of dollar marks are void. (See: re Boyd (D.C.Or.) F.Cas. 1746. Hunter Glover Co v Harvey Steel 3 F2d 634)

26. PROOF OF CLAIM that the State of ...../STATE OF ..... did not adopt in some capacity the Uniform Commercial Code and that all transactions included but not limited to courts are governed under the UCC and/or the Negotiable Instrument Law as designed, to cover **commercial paper,** [which] **IS currency**. La. Stat. Ann. – R.S., 71 et seq. LSA-C.C, Art. 2139.

27. PROOF OF CLAIM that within the State of ...../STATE OF ..... court judgments cannot be discharged in light of the facts (in support of the above Proofs of Claim) that no lawful money (backed by gold or silver) exists within the State of ..... as all actions and judgments are laid against 'corporate fictions.'

28. PROOF OF CLAIM that under the Negotiable Instrument Law, 'commercial Paper,' but not limited to Bills of Exchange are not 'money' **(currency)** in respect to the National Emergency and the Uniform Commercial Code and are not to be accepted to discharge debt.

29. PROOF OF CLAIM that any fine, fee, tax, debt, judgment or claim coming from outside or inside 'the' state/STATE, public or private, cannot be discharged in the same manner, via commercial paper, i.e., Bill of Exchange.

30. PROOF OF CLAIM that the undersigned cannot accept for value any public or private presentment/invoice for fine, fee, tax, debt or judgment and discharge the same with a Bill of exchange or other commercial paper as necessary to carry on commerce.

31. PROOF OF CLAIM that there exists within the State/STATE a State Executive Agency that regulates the general Public.

32. PROOF OF CLAIM that the State/STATE Legislature has the 'Constitutional Legislative Authority' to legislate over and upon the private rights of the sovereign people of the State of _____. (for reference see: Hale v. Hinkle, 201 u.s. 43 @ pg. 74 (1905)

33. PROOF OF CLAIM that the undersigned is a 'refugee' under international law and is captured property of the State.

34. PROOF OF CLAIM that the undersigned is 'liable' quasi-ex contractu for any benefits forced and compelled upon him/her.

Please understand that while I want to resolve this matter, I can do so only upon your 'official' response by providing Proof of Claim in the nature of what constitutes *payment* at law within the State of ...../STATE OF ..... .

Therefore, not being noticed of an agreement between the State of ..... and the undersigned Secured Party as to what constitutes lawful payment, presumption is that my remedy in any commercial matter including Demand Letters, Invoices, Presentments, Judgments or any other 'quasi-money demands for payment,' and court judgments may only be Accepted for Value and discharged by commercial paper, i.e., Bill of Exchange, or an 'Acceptance for Value and Returned for discharge,' etc., to allow the setoff/adjustment and exchange of the credit (the discharge) to allow the account to be adjusted (to '0') by and through the exercise of the remedy provided by congress via HJR-192, to discharge debts 'dollar for dollar.'

As such, THE ATTORNEY GENERAL for the State of...../STATE OF ....., having superior knowledge of the law and access to the 'proof,' can provide such proof to the points raised herein above to inform the undersigned Secured Party on how 's/he' can lawfully 'pay debt(s) at law' including judgments with real money and not be tricked into becoming a tort feasor. (See: Article I, § X – U.S. Constitution).

Otherwise, the undersigned must ask, "What is my remedy?"

The undersigned respectfully requests that you, ********** as Attorney General for the State of ...../STATE OF ..... to reply within 10 days in providing Proof of Claim both to the undersigned and to the Notary's address below.

A non-response and or failure to provide Proof of Claim will constitute *agreement* by you as the chief legal counsel for the State of ...../STATE OF ..... that the undersigned Secured Party can exercise the remedy provided by congress via HJR-192, that is, to discharge all debt(s) and judgments 'dollar for dollar' with a draft, time draft, or Bill of Exchange, under necessity due to .....State.....'s participation in the U.S. Bankruptcy aka; the National Emergency as referenced above.

Sincerely

Without Prejudice

_____

********** - Secured Party Creditor,
Authorized Representative, Attorney-In-Fact
in behalf of the DEBTOR NAME©, Ens legis

Third Party or Notary Address:

_____

_____

_____

NOTE: Keep in mind that the 'first' paragraph of any CAFV is not cast in concrete. However...maintain the 'concept and the intent' of the first paragraph. Acceptance, agreement to perform and request for Proof of Claim.

Following are the concluding documents, #1 Notice of Default and Opportunity to Cure, #2 Affidavit of notice of Default and #3 Certificate of Non-response that is processed after your CAFV have been sent off:

#1

Certified Mail No. _____ Date; _____

Notice of Fault and Opportunity to Cure And Contest Acceptance

To:

_____

_____

_____

Dear _____:

On _____, the undersigned Secured Party caused to be sent to you a CONDITIONAL ACCEPTANCE FOR PROOF OF CLAIM (CAFV), sent you on _____, 2009

You failed to perform after receiving these presentments from John Henry Doe, and you failed to perform by providing the requested and necessary PROOFS OF CLAIM after receiving the said CAFV from the undersigned.

As the Respondent, you are now in fault and you are in agreement and have stipulated to the terms of the undersigned's dated presentment through your dishonor. You have the right to cure this fault and perform according to said terms within the ten (10) days from the postmark of this Notice.

Should you fail to cure your fault, I will establish an affidavit of Default, agreement and failure to contest acceptance and obtain a AFFIDAVIT OF CERTIFICATE OF NON-RESPONSE pursuant to and relative to UCC, State Statute and otherwise.

Thank you for your prompt attention to this matter.

Sincerely,

Without Prejudice

_____

.....Secured Party Creditor,
Authorized representative, Attorney-In-Fact in
Behalf of DEBTORS NAME IN CAPS©,
Ens legis

#2

Certified Mail Number _____

.....

.....

.....

.....

Secured Party

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Gerald H. Goldberg
P.O. Box 942840
SACRAMENTO, CALIFORNIA
94240-0040
Respondent

June ____, 2009
RE: Account #52930000000000000
Agreement Number 7003 1010 0000 0000 0000

AFFIDAVIT OF NOTICE OF DEFAULT

State of California)
) ss
Eldorado County)

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

"Indeed, no more than (affidavits) is necessary to make the prima facie case."
United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

I, _____, herein 'Affiant," a living breathing man, being first duly sworn, depose, say and declare by my signature that the following facts are true, correct and complete to the best of my knowledge and belief.

1. THAT, Affiant is competent to state the matters included in his/her declaration, has knowledge of the facts, and declared that to the best of his/her knowledge, the statements made in his affidavit are true, correct, and not meant to mislead;

2. THAT, Affiant is the secured party, superior claimant, holder in due course, and principal creditor having a registered priority lien hold interest to all property held in the name of the Debtor; _____, evidenced by UCC-l Financing Statement #2000-000-0000 filed with the Secretary of State of the State of Washington.

3. THAT, Respondent, Gerald H. Goldberg, is herein addressed in his private capacity and in his public capacity as Director of the STATE OF CALIFORNIA FRANCHISE TAX BOARD participating in a commercial enterprise with his co-business partners (or employees), including but not limited to the State of California, a corporation and hereinafter collectively referred to as "Respondent";

4. THAT, the governing law of this private contract is the agreement of the parties supported by the Law Merchant and applicable maxims of law established by silence, acquiescence and tacit agreement;

5. THAT, Affiant at no time has willingly, knowingly, intentionally, or voluntarily agreed to subordinate their position as creditor, through signature, or words, actions, or inaction's;

6. THAT, Affiant at no time has requested or accepted extraordinary benefits or privileges from the Respondent, the United States, or any subdivision thereof;

7. THAT, Affiant is not a party to any valid contract or compact with Respondent that requires Affiant to perform in any manner, including but not limited to the payment of money to Respondent, nor has Respondent disclosed under good faith any contract, agreement or otherwise to show that the Affiant is required to perform in such manner.

8. THAT, on or about February 25, 2009, Affiant sent a CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM (document for discovery) to the Respondent requesting proof of claim as to the authority, jurisdiction and in what manner Affiant is to pay debts at law and/or discharge of debt(s) with request for the Respondent to produce and provide Proofs of Claim, and other various proofs of claim to support Respondents presentment(s) and/or a valid lawful contract/claim.

9. THAT, Respondent had 10 days to respond with proof of claim, point for point, however elected to remain silent or otherwise refused to provide said proof of claim(s) and therefore has failed to state a claim upon which relief can be granted and has agreed and stipulated to the facts and agreed that the undersigned Secured Party can only discharge said debt via the remedy provided by Congress via HJR-192 with Bill of Exchange or other appropriate commercial paper.

10. THAT, Respondent is given an additional 3 days to contest Respondent's Acceptance as to the stipulated agreement based upon silence, acquiescence and therein tacit agreement, that all the Affiant can do is discharge any State of California Tax liability via Bill of Exchange, Bond, 'Acceptance for Value and Returned for Discharge, or other appropriate commercial paper.

11. THAT, the Respondent is Noticed that Respondent is in Default, failed to contest acceptance and is in agreement to the undersigned.

//
//

Further Affiant saith not.

Dated this _____ day of _____, 2009

Without Prejudice

_____
....., Affiant and
Secured Party Creditor, Authorized Representative,
Attorney-In-Fact in behalf of DEBTOR NAME©,
Ens legis

ACKNOWLEDGEMENT

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that _____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal:
Notary Public
My Commission expires _____

#3

AFFIDAVIT OF CERTIFICATE OF NON - RESPONSE

_____ STATE)
) Scilicet
County of _____)

Re: Non-Response to Private Conditional Acceptance for Value for Proof of Claim in the Nature of Request for Discovery to Exhaust Private Administrative Remedy

> "Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

That I, _____, a living breathing man (or woman), being first duly sworn, depose and say and declare by my signature that the following facts are true to the best of my knowledge and belief.

I, _____, the undersigned, a Third Party, not a party to the matter, certify that a Private Conditional Acceptance for Value for Proof of Claim in the Nature of Request for Discovery was sent by the undersigned to _____ via Certified Mail with Return Receipt Number _____ and which was mailed by the undersigned party on _____.

I certify that I have reviewed the original documents of the above party and the mail receipts, green card(s) for the mailing and the above party's Affidavit of Notice of Default per the above document.

Per the above document as mailed, request was made to the Respondent to send a RESPONSE being the requested Proof(s) of Claim to the above party. As the Notice of Fault and Opportunity to Cure was presented, Respondent failed to cure the fault. Affidavit in Support of the Default was executed in the matter.

Therein, no such RESPONSE was sent and/or received at the undersigned's address/office for conclusion the above party's private administrative process.

Said RESPONSE was requested within a specific time period (10 DAYS) with an additional 3 days for return mail.

THEREFORE; I, _____ certify that the Respondent _____, refused or failed to RESPOND to the above party's Private Conditional Acceptance for Value for Proof of Claim in the Nature of Request for Proof of Claim (Discovery), and failed to cure and/or contest acceptance within the time stipulated and under necessity, the respondent is in full agreement.

Dated this _____ day of _____, 2009

Without Prejudice

_____

....., Affiant

ACKNOWLEDGEMENT

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that _____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal:
Notary Public
My commission expires _____

Note; If you designate a copy of your CAFV is to go to a Notary, a Notary cannot notarize their own document. So per the document (Affidavit of Certificate of Non-Response) remove the word 'Affidavit' so that it only becomes a 'Certificate' for the Notary to sign!

Now, in matters dealing **'agents'** of so-called government who may have caused an injury, a commercial damage, etc., it is strongly suggested (since we cannot use the **'advice'** word!) **NOT TO FILE A LIEN!** Though they are proper, however, due to the fact that some people have been charged with **'simulation of legal process,'** a strange charge in itself, since the military social government construct is a fiction, simulating the very same process or others similar when they or **'it'** files a lien against your debtor! And some people have even been charged with **'Paper Terrorism,' via the guise of criminal syndicalism.** Seems, strange again to be charged when One is only proceeding with a **'Redress of Grievance'** for wrongs committed.

Therefore, this is just one more fact in point to prove that the current system, the so-called courts are not there for you, to give you a remedy. If you go into **their** court with the truth, facts and law, you should win hands down every time. Where's the evidence of such wins by any people? Where's the evidence that so-called judge recognizes your sovereignty, rights, title(s), and interest in the any matter. Why do I ask? Why doesn't he uphold it and honor his Oath to **their** people who **they** say, are said to be free and living in the land of the free and home of the brave?

Is it probable that **'they'** have breached **their** oath/contract? That going bankrupt, the agenda of so-called government is to administer the bankruptcy and all the pledged property and treat you only as debtors/slaves on the Plantation *because you and your fathers have slept on your rights and lost the knowledge of who you are and what your power is, as sovereign people and you have no contract with the so-called new military social construct known as the government of the United States!*

Aside from that, instead of filing a lien, utilize **TORT CLAIM.** In that you file a **Tort Claim,** it's a claim process, normally filed into a **'Risk Management Office'** or **'Administrative Services'** at any level of government venue/jurisdiction, i.e., municipal, county, state, or federal level. Check your State statutes on its **'Tort Claim Process.'** The federal venue uses a **STANDARD FORM 95.** All **Tort Claims** are to be supported by **Affidavit In Support of Notice of Claim** and an **Affidavit of Negative Averment** and any exhibits you deem necessary and attach a true and correct copy of your original UCC-1.

STEPS/PROCEDURE FOR DEALING WITH A PRESENTMENT
(One Manner of Discharging Debts)

Undertaking the steps for dealing with a commercial presentment/offer, i.e. "presentment," with or without an 'Voucher/Coupon' at the bottom... is predicated on the following events having occurred prior to commencing the steps outlined herewith. These prior events are:

A. You have **"captured your Straw-man"** by filing a UCC-1 Financing Statement with the real, flesh and blood man, indicated by name in upper-and lower-case letters, as the Secured Party and your "ENS LEGIS/nom de guerre" or corporate franchise, indicated by all capital letters, filed as the DEBTOR.

B. You have likewise signed and notarized a **Security Agreement** and placed it in the **Commercial Registry,** either **on** the original **UCC-1** or a subsequent **UCC- 3 Amendment** and the **Hold Harmless Agreement,** in which the **DEBTOR** has **indemnified** the **Secured Party** by pledging all of **DEBTOR'S** property as collateral against any kind of loss or harm that should accrue to the **Secured Party** as the result of any **transmitting utility** activities of **DEBTOR.** Such loss or harm would occur, for instance, if the **DEBTOR,** and thereby the **Secured Party** on whose behalf **DEBTOR** functions in commerce as a **transmitting utility** and for which **Secured Party** signs as the accommodating party, is fined, charged, or imprisoned by some commercial presentment having been issued against the **DEBTOR** which the system deems to have been dishonored. (See also the **Hold Harmless Agreement**!)

UCC 9-105(l) states: **"'Security agreement'** means an agreement which creates or provides for a security interest."

Black's 6th states: "An agreement granting a creditor a security interest in personal property, which security interest is normally perfected either by the creditor taking possession of the collateral or by filing financing statements in the proper public records."

The **Security Agreement** you file in the UCC-1 is a binding, sealed contract between **DEBTOR** and **Secured Party** which includes, ***inter alia,*** an itemization of the property/collateral the **DEBTOR** has pledged to the **Secured Party.** All the property belongs to the **DEBTOR** but the **Secured Party** holds all interest in it. Since the **DEBTOR** has pledged all of **DEBTOR'S** property/collateral to the **Secured Party,** and a binding contract is filed registering and recording that agreement and the **Indemnity Bond** as agreed by the **DEBTOR** to indemnify the **Secured Party** against loss, no third party is able to state a claim upon which relief can be granted against the **DEBTOR** or any of the property pledged by **DEBTOR** to **Secured Party.** All commercial affairs are the province of and interactions of commercial entities with the **DEBTOR,** as per the text in one's UCC-1 stating: **"**All proceeds, products, accounts, and fixtures, and the Orders there-from, are released to the **DEBTOR."**

C. You have received an actual presentment/offer (with a **'dollar'** and/or money of account to a sum certain amount allegedly due), not merely a notice, and have time to deal with it within **10** to **20** days of your receipt thereof. A 'presentment' is a demand for payment. In some cases a previously completed **C**onditional **A**cceptance **f**or **V**alue (CAFV) to get the agreement from the Offeror establishes agreement to proceed. Otherwise, as Creditor.. proceed with the process!

D. In some cases, it could be a **'directive'** to engage in some specific performance desired by the party issuing the presentment, hereinafter the **"Offeror."** Your acceptance of the specific performance occurs when you go silent and/or fail to deal with the presentment properly – you'd be in dishonor and the **Offeror** does a **Banker's Acceptance** of your dishonor of the presentment. If you simply pay, he wins automatically; if you fight or do nothing, you traverse or dishonor and are locked into the commercial jurisdiction in which they always win unless you have "Captured your Straw-man" and properly deal with their presentments.

E. All arrests and incarcerations today consist of seizing the collateral/surety (the real you) to pay the debt against the **DEBTOR** based upon their having done a **Banker's Acceptance** of your commercial dishonor and executed a **Bill of Exchange** with themselves as **Creditor** and your Straw-man as **DEBTOR.**

Since any bill, presentment/offer, you receive, ESPECIALLY THOSE HAVING A VOUCHER/COUPON AT THE BOTTOM of the Presentment, from the government system or company/corporation is a commercial instrument, whether it is a traffic citation, tax bill, or summons to court, the procedure for dealing with it is the same, within the first three days of receiving it. The steps herewith apply in most situations, but sometimes on a case by case basis.

F. For a document that is not a presentment, such as a notice, receipt, letter, etc., you can accept it for value, register **(place within your commercial file)** on **UCC-3** and thereby be the holder in due course thereof and of all matters connected therewith and derived there-from. For this, use **'Ink Stamp'** Number 9 in the catalog or see on our Web page [americansbulletin.com] or write it on a copy of the notice, receipt, letter, make an additional copy or **two** of it and mail a copy back to the **Offeror.** NOTE: Birth Certificates (Charge Back Process), and other Presentments for $$ - utilize the larger Ink-stamp Number 1.

G. Include a cover letter to the **Offeror** which might say something like: (in proper form!)

Dear Sir:

Please find enclosed your presentment/offer. Please take note that you offer has been accepted for value, as I'm the holder in due course of the presentment/offer.
As the Creditor who has performed a Banker's Acceptance on your presentment/offer, it is being returned as a Money Order for offset and/or discharge of the debt. Please adjust the account(s) within 3 days – 72 hours.
Please send confirmation of such adjustment and thanking you in advance for your time in this matter, I remain:
Sincerely

_____
Your Name Here - Secured Party Creditor

If you receive some communiqué from the **Offeror** that he/they did not adjust the account, you can then consider discharging the matter, but see **DISCHARGE OF DEBT** below**!!!**

All of your mailings should be sent with proof of service (or affidavit of service) mailed by a **third party** (Mail Escrow Agent) by Certified or Registered Mail. Each of the steps should be done within time frames as herein-below indicated.

Make 2 or 3 copies of your completed document package. It's a good idea to make a second **'original'** maintained by you as well, certainly this 'presentment' is a good clean copy. In the event you need to make copies, you have an 'original' to do so.

Stamp the Presentment (see the instruction sheet below). Sign your name in blue ink and date it below the stamp text. Send back to the Offeror(s) (the person/Co./Corporation who sent you the presentment). Send by Certified Mail (with 3rd party proof of service is optional). Ideally one should use an Affidavit of Service that is signed and notarially acknowledged by a non-party to the matter/action and mailed by him/her with your entire package. Each recipient receives an original Affidavit of Service with the package.

H. Ten **(10)** to twenty (20) days after or more time given as you deem necessary, if you have not received notice from the **Offeror** that he has adjusted your account, you can send a complint letter to the Secretary of the Treasury, with exhibits, and request he intervein and contact the creditor. You can consider a private commercial **TORT** action or law suit**.**

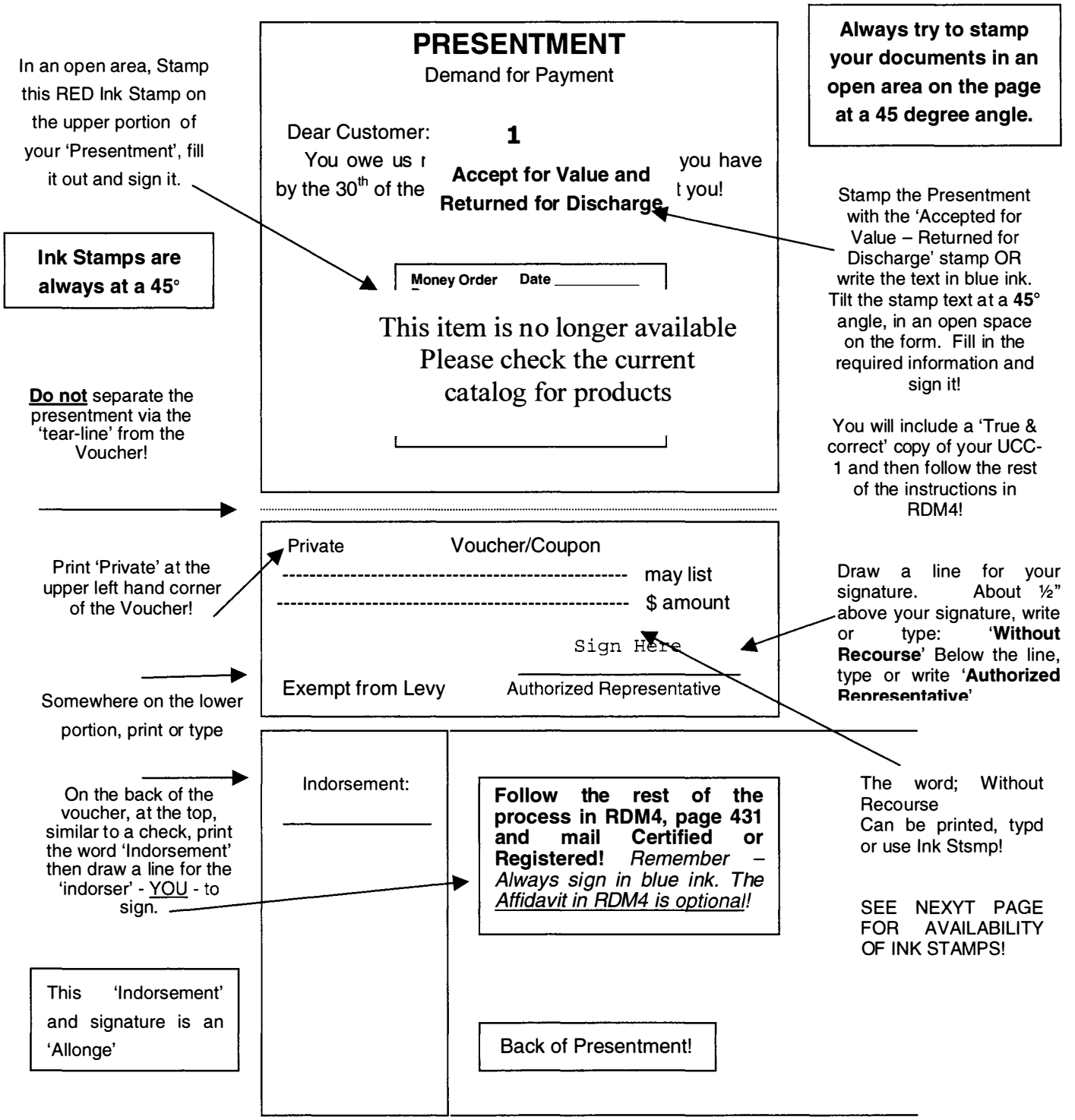
See ACCEPTED FOR VALUE – RETURNED FOR DISCHARGE – PRESENTMENT WITH VOUCHER/COUPON… CONVERTED TO MONEY ORDER BELOW:

ACCEPTED FOR VALUE – RETURNED FOR DISCHARGE

[Note: The following is for entertainment purposes only!]

Example:

Generally, a *'presentment'* may look like the below example. It may be a billing statement, a bill, but making a demand for payment. We call it a 'Presentment'. They are also presenting you with the voucher, which you convert to a 'money order' to return the 'credit' to them to adjust the account. Your signature is the value/**credit**.



INK STAMPS THAT ARE AVAILABLE FOR THIS PROCESS:

1

ACCEPTED FOR VALUE
RETURNED FOR DISCHARGE
Per UCC-1 Enclosed
At $_____ Date;_____

/s/_____

Certified Mail # _____

BLUE INK
Stamp # 12
$45.00
Shipping included!

2

Money Order **Date** _____

Pay _____

Pay to the United States Treasury a

Charge the same to _____

Address _____

Memo Account _____

Authorized Rep. by _____

RED INK
Stamp # 21

This item is no longer available
Please check the current
catalog for products

McCutcheons Ink.
Publisher and Distributor
P.O. Box 3968
Central Point, OR. 97502

3

Without Recourse

_____

Authorized Representative

BLUE INK
Stamp # 22
$35.00
Shipping
included!

Money Order SIGNATURE STAMP ↑

The INK STAMPS above can be ordered from The American's Bulletin via Postal Money Order or online at www.americansbulletin.com … See page _____ at end the manual!

STEPS FOR

'ACCEPTED FOR VALUE AND RETURNED FOR DISCHARGE:

Understand the concepts…….
Your AFV-RFD Package should include:

1) Your COVER LETTER
2) PRESENTMENT written upon or STAMPED, as shown above!

Note; AFVRD Stamp is available from TAB – see Books & Materials List at end of the Manual.

Note; Presentment may include a voucher.coupon… but may be a traffic citation, demand for payment letter, contract, etc.

3) Attach a True and Correct Copy (with Two Signatures – on a copy of your Original UCC-1, in the margin area, sign again in Blur Ink!)
4) Affidavit of in Support of AFVRD (of Discharge of Debt)… OPTIONAL!
5) Copy of 'Affidavit of Walker f. Todd'
6) Be sure to write on the top of the Presentment a '**Certified Mail Number**' and mail out the Package accordingly!

Note; No guarantee is made or implied as to any success with any discharge of debt by any process obtained, utilized or otherwise from this source and user assumes all responsibility and liability and waives same as to source of this information.

DISCHARGE OF DEBT?

- Reality Check -

In the last seven **(7)** years of Redemption, we have been exposed to several different ways to discharge debt. Some didn't work to good, some people did not know what they were doing, made certain changes on instruments and some processes were altered and therefore some problems were created and the 'system' eventually came to reject *some* of the discharge process/instruments. **'Sight Drafts'** were the first to go into the shredder. **Checks on a Closed Account,** were the next to go. While there have been successes, from the various instruments from the beginning, the **Bill of Exchange** has been the most successful... to a point.

In reviewing several processes from around the country, it appears that styles and forms vary greatly. What was more apparent were the inconsistencies and non-professional appearance of the letters, documents and instruments. However, while that in and of itself would not necessarily be cause for problems, the **'first impression'** principle is to disregard them and of course... some of the letters, documents and instruments look 'extremely' unprofessional irrespective of *substance over form!*

What we have learned over time is: **Redemption is real,** it is very serious! When one becomes a **Secured Party Creditor,** one becomes a **'private banker!'** Your **'Full Faith and Credit'** is on the line! But people were not trained as bankers. We all went to government school, read government newspapers, grew up watching **their** government **TV**, and sat on pews in **their** government **501-C3** churches. We didn't go to **'COMMERCE AND BANKING SCHOOL!'**

So for all of us, we dived into **Redemption** for various reasons. Some saw a quick buck! Some saw the next major puzzle piece to address their servitude and saw the remedy. But now we have come to the understanding that **Redemption** is just the **second** to the last step in the quest for **freedom**... in operating within the commercial venue/scheme and credit transactions.

Again, in the last seven years, though we have seen many successes and such advancement towards new knowledge of the commercial scheme, a greater sense of control over the economic conditions perpetuated by de-facto corporate government, we now see a few more people getting into trouble. Not so much that the current process is incorrect, but from the position that **their** companies, corporations and government corporations (primarily State created entities) refuse to accept the instruments and adjust the accounts, therein causing DISHONOR, breach of agreement (your CAFV) and commercial fraud!

While we agree that there should be the agreement in place to discharge the fine, fee, tax or debt, we see that most all of those who have discharged the same, have not set in place the agreement to discharge **(via CAFV).** There exists only the other side's agreement/contract whereby you agreed to bind your **Debtor** wherein the contract most likely did not specify the form of payment! And if it did, i.e., in US Dollar $$, there **is no** constitutional money of exchange that circulates in any State of the Union! And due to the social Military construct's U.S. Bankruptcy, since **they** took the Gold away, there exists in all contracts... **fraud, unconscionability** and therefore no honest **'meeting of the mind'** as to the monetary condition **(no lawful money of exchange)**(see **Affidavit of Walker Todd**) in **their** commercial venue. Yet the contract you are compelled to sign with **their** companies, corporations and government corporations has some inference to payment... perceived to be in **'federal reserve notes'**- , of which the Federal

Reserve Bank states; "In the United States neither paper currency nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries." (Modern Money Mechanics – page 3). Federal Reserve Notes, having no value, are merely *bankruptcy script* being merely **'paper promises to pay'** or the other word is; a Bill of Exchange! Therefore, you have a problem... one; you cannot 'pay at law' to lawfully obtain title in what think you purchased! And two; those demanding payment cannot demand payment in specific coin or currency.

If the government (municipality, county or state) is demanding payment, they are governed by their 'Oath of Office' to uphold and support the U.S. Constitution at Article I, Section X, in that; "No State shall... make any Thing but gold or silver Coin a Tender in payment for Debts." So do you see the problem?

It is our position that we do not want to see people get into trouble in these ways before they/you lay the necessary foundation and understanding. We understand that we must ALL maintain a form of **'stewardship'** to our fellow man, and as such, a hard decision was made not to present the process of commercial discharge of debt in this book via the Bill of Exchange process.

As we do not want to see 'newbies' get into trouble, we also do not want to assume the liability in any manner if someone gets into trouble, prosecuted and imprisoned and then the fingers are pointed back to us, because someone did lay the foundation and prepare themselves. As a Secured Party Creditor, it is your responsibility to take full responsibility for your actions, standing and capacity! You cannot pass the responsibility on to somebody else!

If we were to give some sort of honor to any **'discharge process,'** we'd have shown every form and type of transaction and have addressed their relevant aspects and trying to answer every conceivable question, etc., which would add an additional **100** pages to this book which would have delayed this book for another 6 months to do that. A time frame we could not afford! The intent of this book is 'Entry Level,' that is to lay the foundation and provide the steps and process to become the **Secured Party Creditor** with the additional understanding that there is *NO LAWFUL MONEY* and you have not PAID for anything since 1933!

HOWEVER, that being said, ***the other factor you must understand,*** even as a **Secured Party Creditor**, you may have standing to discharge the fine, fee, tax or debt *in behalf of the Debtor,* but aside from that, you have no contract with the **company**, **corporation**, etc. to discharge the debt in behalf of your Debtor. You have no contract with **their** Federal Government! You are not a signatory to **their** compact/Constitution and the same is applied to **their** State! Therein, you have no agreement to discharge the liability or the trespass per the transaction. Not being a party to **their** compacts nor a **signatory**, pursuant to international law, **YOU ARE DEEMED AN ALIEN!** So where do you get the authority to discharge without assuming any liability in any dealings with any of **their** **'foreign'** company/corporations and/or **their** government agency?

Therein, understand, you have no rights within **their** jurisdictional social compact or constructs, as you are certainly not a **U.S. Citizen**... and not a **signatory** to **'their'** Constitution are you?

Their **'Bill of Rights'** do not operate upon you just as well as **their** Constitutions do not operate upon you! Per international law, the only right you have is to file a **(Tort)** claim! Let's not get ahead of things here, though!

In order to put you in the best position either to discharge the debts, first, place yourself in the best position as 'Secured Party Creditor; having standing and capacity with the knowledge

obtained!

It didn't matter what discharge process you might have used in the past or today. You are still in that status as a **foreigner** to government. Where's **your** right to go to **their** government or to **their** creations as the grantors thereof, and discharge anything without the proper standing or agreement to discharge any debt with those '**foreign**' entities? (See Conditional Acceptance elsewhere in this book)

But as a Secured Party Creditor with the 'discharge agreement' in place, the discharge can go forward still knowing that there is no money of exchange, then if there is a **'dishonor,** the **Secured Party Creditor** may have to exercise their 'exclusive' remedy of Tort for various violations and dishonor by the 'foreign company, corporation, government agency/agent, etc. in the interest of your commercial **Justice!**

These are **NEW** concepts for people to understand and accept within **Redemption** as to your freedom and that of your posterity and understanding that there is no lawful money in circulation

Once you become Secured Party Creditor, you must continue your education as the Secured Party Creditor/Private Banker, understand and use the 'Conditional Acceptance for Honor/Value' process and obtain the best information on commercial discharge as you can.

WITH THAT BEING SAID; aside from the Bill of Exchange process, we do present a simpler method to discharge via 'Acceptance for Value and Returned for Discharged'.

Read the following and understand it, though it is not complicated, and use as necessary. But first read this manual, several times, and read other books as mentioned at the end of this book. It's called 'continued education' and it is absolutely imperative that you continue to read, research and study... start asking questions, write letters, etc.

NOTICE AS TO DISCHARGE OF DEBT VIA 'AFV-RFD'

EVOLUTION OF DISCHARGE PROCESS:

TO WHOM THIS MAY CONCERN:

It has come to our attention, in light of living within the current bankruptcy in trying to fathom, understand and work within the concept of HJR-192 to effect the discharge of debt so that One does not have to 'go to war', so to speak, with government in general and 'their' corporations, but to 'go to peace' via 'acceptance for value' and 'discharge,' in light of the fact that 'no lawful constitutional money of exchange' exists within the States per circulation to 'pay debts at law' due to the U.S. Bankruptcy. (See Walker F. Todd Affidavit)

It may seem the de-facto agents of the bankrupt military-corporate government are doing whatever necessary to deny the secured party creditors the remedy provided by Congress, for such discharge of debt, but it is of necessity for 'evolution' of the 'discharge of debt' to proceed forward, in spite of the ongoing and continuous 'fraud' perpetuated by every government

employee, officer and elected official within every level of government today.

Understand that there are several methods for the discharge of debt for the Secured party Creditor to utilize. It is not his function of this Manual to go into detail of each of these processes. The 'AFV-RFD'/MONEY ORDER PROCESS is sufficient for you at this time, as it is most important for you to lay the foundation first.

As such, today, as a last resort, it may be necessary to 'go to war' via law suit (via the technology of Citizens of the American Constitution) for fraud and treason (violation of Oath of Office to 'their' constitution) by the agents own stipulation, agreement and confession of the violation of Article One Section Ten of the U.S. Constitution as it operates within the States.

The Tort Claim process is still the primary tool for redress as the 'exclusive' remedy preceding any 'civil action' by the agents, again, via their own stipulation, agreement and confession of the same, however, here, the 'Claim' is filed into the Risk Management/insurance side of the government corporation. You just have to know that it is not an easy thing to do in monetizing the lien. There are two other ways to utilize the credit; 1) by assignment and 2) by International Bill of Exchange.

Irrespective of this 'Notice,' Walker F. Todd, ex-legal counsel of one of the Federal Reserve Banks states in his affidavit the following:

"From my study of historical and economic writings on the subject, I conclude that a common misconception about the nature of money unfortunately has been perpetuated in the U.S. monetary and banking systems, especially since the 1930s. In classical economic theory, once economic exchange has moved beyond the barter stage, there are two types of money: money of *exchange* and money of *account*... For nearly 300 years in both Europe and the United States, confusion about the distinctiveness of these two concepts has led to persistent attempts to treat money of account as the equivalent of money of exchange. In reality, especially in a fractional reserve banking system, a comparatively small amount of money of exchange (e.g., gold, silver, and official currency notes) may support a vastly larger quantity of business transactions denominated in money of account. The sum of these transactions is the sum of credit extensions in the economy. With the exception of customary stores of value like gold and silver, the $monetary base of the economy largely consists of credit instruments. **Against this background, I conclude that the Note, despite some language about "lawful money" explained below, clearly contemplates both disbursement of funds and eventual repayment or settlement in money of account (that is, money of exchange would be welcome but is not required to repay or settle the Note). ...** *Legal tender*, a related concept but one that is economically inferior to *lawful money* because it allows payment in instruments that cannot be redeemed for gold or silver on demand, has been the form of money of exchange commonly used in the United States since 1933, ... *Legal tender under the Uniform Commercial Code (U.C.C.)*, Section 1-201 (24) (Official Comment), is a concept that sometimes surfaces in cases of this nature... The referenced Official Comment notes that the definition of *money* is not limited to *legal tender* under the U.C.C. ... The narrow view that money is limited to legal tender is rejected." Thus, I conclude that the U.C.C. tends to validate the classical theoretical view of money." (emphasis added!)

And in citing the Henwood case; "...Negotiable Instruments via **Guaranty Trust of New York vs. Henwood**, et al 59 S CT 847 (1933), 307 U.S. 847 (1939), FN3 NOS 384, 485 holds that 31 U.S.C. 5118 was enacted to remedy the specific evil of tying debt to any particular currency or requiring payment in a greater number of dollars than promised. Since October 27, 1977, **there can be no requirement of repayment in legal tender either, since legal tender was not**

loaned and repayment need only be made in equivalent kind: A negotiable instrument representing credit, i.e.; an International Bill of Exchange..."

Or as otherwise stated; **NO ONE TODAY CAN MAKE DEMAND IN PAYMENT IN ANY SPECIFIC COIN OR CURRENCY!** Seems obvious that since 1933, State governments and their agents/employees and officers have and continue to violate Article I §X of the U.S. Constitution and which is their 'Achilles heel.'

But that being said, the information on Bills of Exchange via a detailed 20 page Memorandum of the use of Bills of Exchange is primarily supported by facts found in the Public Record as well as the comment (facts) of Walker F. Todd. This Memorandum is available from The American's Bulletin. See their book list, catalog or web page.

One thing recognized within the 'Redemption Movement' is that most 'Secured Parties' (SPC) have to fully understand the *monetary conditions that exist within the Unites States* and many of the SPC's do not therein fully understand the money issue!

Since knowledge is power, it is only obvious as well as necessary not only to understand, but seek from your 'de-facto agents' their stipulations as to those particular points and answers to the questions not only upon the money issue, but of their oath of office, of any constitutional impermissible application of statute and the like, since we are above government and have been 'estopped' by their act(s) to again 'pay our debts at law!'

God speed...

Notes:

SEE 'SAMPLE DRAFT COVER LETTER' BELOW:

#1 - SAMPLE DRAFT COVER LETTER

Certified Mail # _____

John Barry of the family of Doe
In behalf of JOHN B DOE©, Ens legis
1234 American Street
Any City, Any State
Zip code

Co., Corporation, Debt collector, Mortgage Co.,
Municipal, County or State office/agency/agent, etc.
666 Fraud Ave., Suite 999
Any City, State of Collusion
Zip code

Date _____

RE: ACCEPTANCE FOR VALUE AND RETURNED FOR DISCHARGE OF PRESENTMENT #_____ IN BEHALF OF DEBTOR-NAME IN CAPS_ - ACCOUNT NUMBER _

Dear _____ (or Sirs):

Please find enclosed your Presentment or offer as identified and dated 12-20-2010, Accepted for Value and Returned for Discharge.

The undersigned is the Secured Party Creditor, authorized representative and attorney-in-fact for the above 'corporate entity/person' as identified above and in your account and Presentment.

I, as the Secured Party have been estopped in accessing 'constitutional money of exchange' to pay 'fines,' 'fees,' 'taxes,' 'debts,' 'judgments' or otherwise 'at law' in behalf of DEBTORS NAME IN CAPS©, the an Ens legis!

Please recall that I have concluded the exhaustion of my Private Administrative Process via Conditional Acceptance for Value (CAFV) whereupon you have stipulated, agreed, not only to those referenced Proof of Claim 'facts' but that you agreed via tacit procuration (your silence) that the above referenced debt/liability can only be discharged and with my exemption. **(delete this paragraph if you have not utilized the CAFV process!)**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1) That, *Legal tender under the Uniform Commercial Code (U.C.C.)*, Section 1-201 (24) (Official Comment); "The referenced Official Comment notes that the definition of *money* is not limited to *legal tender* under the U.C.C. The test adopted is that of sanction of government,

whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected."

2) That, the Federal Reserve Bank in its booklet; MODERN MONEY MECHANICS page 3, states; "In the United States neither paper currency nor deposits have as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries."

3) That "giving a (Federal Reserve) note does not constitute payment." See Echart v Commissioners C.C.A., 42 Fd2d 158.

4) That the use of a (federal reserve) 'Note' is only a promise to pay. See Fidelity Savings v Grimes, 131 P2d 894.

5) That Legal Tender (Federal Reserve) Notes are not good and lawful money of the United States. See Rains v State, 226 S.W. 189.

6) That (federal reserve) 'Notes do not operate as payment in the absence of an agreement that they shall constitute payment.' See Blachshear Mfg. Co. v Harrell, 2 S.E. 2d 766.

7) Also, Federal Reserve Notes are valueless. (See IRS Codes Section1.1001-1 (4657) C.C.H.).

8) In light of the holding of Fidelity Bank Guarantee vs. Henwood, 307 U.S. 847 (1939), take notice of... "As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. There can be no requirement of repayment in legal tender either, since legal tender was not loaned [nor in circulation] and repayment [or payment] need only be made in equivalent kind; A negotiable instrument."

9) **UCC 3-603**; "If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender..." and:

10) **ORS 81.010** "Effect of unaccepted offer in writing to pay or deliver. An offer in writing to pay a particular sum of money or to deliver a written instrument or specific personal property is, if not accepted, equivalent to the actual production and tender of the money, instrument or property." (The latter here operates via the rule of Para Materia in all other states.)

WHEREFORE; the Undersigned Secured Party Creditor can only discharge any such debt/liability due to the fact that the State of _____ was responsible in the removal of *constitutional money* that was to circulate within the State of _____ whereby the undersigned could 'pay debts at law' and the Undersigned herein has been estopped in law from paying debts 'at law'.

I would also presume, since the State of _____ is a 'federal unit,' that it would be a violation of commercial 'due process' or 'fraud' to bar the Undersigned from accessing the

remedy provided by Congress (HJR-192) to discharge debts (liabilities) 'dollar for dollar'. (See Dyett v Turner, Warden, Utah State, 439 P 2nd 266 @ 267).

THEREFORE, in light of the above, under necessity, having no other means to pay debts at law, and in respect to any supposed 'debt/liability' being accepted for value, but being estopped and denied access to lawful constitutional money of exchange, the undersigned can only exercise the remedy under necessity to discharge the 'debt/liability' in behalf of DEBTOR NAME IN CAPS©, via your DULY SIGNED PRESENTMENT Accepted for Value and Returned for Discharge bearing my exemption, therein, please accept this negotiable instrument and credit the above account, in honor, within 3 days upon acceptance.

Any dishonor will be construed as a commercial injury, violation of agreement, fraud, fraud by scienter, violation of commercial law and otherwise, of which I will have no alternative to initiate my exclusive remedy via Tort Claim, or otherwise.

I consider that you will do the honorable thing in this matter and close the account and I thank you for your time in this matter.

Sincerely

_____

_____

....., Secured Party Creditor, Authorized Representative, Attorney-In-Fact on behalf of DEBTORS NAME HERE©, Ens legis.

AFFIDAVIT
IN SUPPORT OF COMMERCIAL DISCHARGE

State of _____)
) Scilicet
County of _____)

> **"Indeed, no more than (affidavits) is necessary to make the prima facie case."** United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982.

That I, [Secured Party Creditor], a sentient, living man (or woman), being first duly sworn – does depose, say, and declare by my signature that the following facts are true and correct to the best of my knowledge and belief.

1.) THAT, the Affiant is the Secured Party and authorized to speak for, respond, and handle the commercial affairs on behalf of the purported Debtor; [ALL CAPS STRAWMAN©], Ens legis, a corporate fiction/entity and trust entity; in respect to the documents intended to discharge any purported debt/liability.

2.) THAT, Affiant sent to [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM], a private communiqué being a 'Conditional Acceptance for Value' (CAFV) [**Certified Mail No. ***** **** ****] seeking 'Proof of Claim' upon the agreement of the Affiant to perform should [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] not provide and produce 'Proof of Claim(s)'. Said CAFV was received, signed for, and accepted on January 20, 2007.

3.) THAT, Affiant sent [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] a 'Notice of Fault/Opportunity to Cure' via [**Certified Mail No. **** **** ****]**, giving [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] seven days (plus 3 days mailing time) to correct their fault of non-response and to contest acceptance The aforesaid document was received, signed for, and accepted on February 13, 2007. [NAME OF AGENCY, CORPORATION, and ETC. PRESENTING CLAIM] have failed to neither cure their fault nor contest acceptance.

4.) THAT, upon [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM]'s dishonor and failure to cure, Affiant established for the record and has further tendered herein Affiant's 'Affidavit re Notice of Default and failure to Contest Acceptance' in this instant matter. [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] have stipulated to an agreement with Affiant by tacit procuration (silence) that the Affiant can only discharge the purported debt/liability by Acceptance for Value and Return for Discharge via the exemption of the Affiant upon the Presentment so tendered by [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] in light of the U.S. Bankruptcy in behalf of the Ens legis, corporate entity/Debtor, [ALL CAPS STRAWMAN©].

5.) THAT the U.S. Bankruptcy is verified in Senate Report No. 93-549 93rd Congress, 1st Session (1973), "Summary of Emergency Power Statutes," Executive orders 6073, 6102, 6111

and by Executive Order 6260 on March 9, 1933, under the "Trading With The Enemy Act (Sixty-Fifth Congress, Session I, Chapters 105, 106, October 6, 1917), and as further codified at 12 U.S.C.A. 95(a) and (b) as amended, operates upon [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] by notice, agreement, and stipulation of [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM].

6.) THAT, any transaction to discharge debt liability is in accordance and compliance with UCC 3-104; Title IV, Sec 401 (FRA); USC Title 12; USC Title 28, §§1631, 3002; and the Foreign Sovereign Immunity Act under necessity, in light of the fact that the several States are in violation of Article I, Section X of the U.S. Constitution.

7.) THAT, the Affiant as the Undersigned Secured Party is "Holder in Due Course" of the Preferred Stock of the federal Corporation (United States - February 21, 1871; 16 Stat. I. 419): and holds a prior, superior, security interest and claim on the DEBTOR and Debtor's property.

8.) THAT, any documents transmitted in behalf of the Debtor to discharge debt liability in behalf of the Debtor is in full accord with HJR-192 (June 5, 1933), Public Law 73-10, UCC 3-419, 1-104 and 10-104.

9.) THAT, the Affiant is "Holder in Due Course" of the deficient account by his Acceptance and retains first priority; and by said Acceptance of any "Claim(s)" has eliminated any controversy in the matters by exhaustion of the Affiant's private administrative process/remedy under necessity supported by scripture and 'Self Help' via UCC 1-201 (34) per Official Comments – "Remedy" and Affiant is not protesting in behalf of the Debtor.

10.) THAT, the undersigned Affiant has been estopped from and has no access of 'lawful constitutional money of exchange' (See U.S. Constitution – Art. I § X) to 'PAY DEBTS AT LAW', and pursuant to HJR-192, can only discharge fines, fees, debts, and judgments 'dollar for dollar' via commercial paper or upon his/her exemption.

11.) THAT, Legal tender under the Uniform Commercial Code (U.C.C.), Section 1-201 (24) (Official Comment); "*The referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C. The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected.*"

12.) THAT, the Federal Reserve Bank of Chicago in its booklet; MODERN MONEY MECHANICS page 3, states; "*In the United States neither paper currency* [e.g., Federal Reserve Notes] *nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries.*" The acceptance of said "currency" is merely a "confidence" game predicated upon the people's faith or "confidence" that these currencies/instruments can be exchanged/accepted for goods and services.

13.) THAT "giving a (federal reserve) note does not constitute payment." See Echart v Commissioners C.C.A., 42 Fd2d 158.

14.) THAT the use of a (federal reserve) 'Note' is only a promise to pay. See Fidelity Savings v Grimes, 131 P2d 894.

15.) THAT Legal Tender (Federal Reserve) Notes are not good and lawful money of the United States. See Rains v State, 226 S.W. 189.

16.) THAT (federal reserve) 'Notes do not operate as payment in the absence of an agreement that they shall constitute payment.' See Blachshear Mfg. Co. v Harrell, 2 S.E. 2d 766.

17.) THAT Federal Reserve Notes are valueless. (See IRS Codes Section1.1001-1 (4657) C.C.H.).

18.) THAT, in light of the holding of Fidelity Bank Guarantee vs. Henwood, 307 U.S. 847 (1939), take notice of ... "*As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. There can be no requirement of repayment in legal tender either, since legal tender was not loaned* [nor in circulation] *and repayment* [or payment] *need only be made in equivalent kind; A negotiable instrument.*"

19.) THAT, the various and numerous references to Case Law, Legislative History, State and Federal Statutes/Codes, Federal Reserve Bank Publications, supreme Court decisions, the Uniform Commercial Code, U.S. constitution, State constitutions, and general recognized maxims of Law as cited herein and throughout, establish the following:

(a) That, the U.S. federal government did totally and completely debase the organic, lawful, constitutional coin of the several states of the Union and of the United States.

(b) That, the federal government and the several United States have, and continue, to breach the express mandates of Article I, §§ 8 & 10 of the federal Constitution regarding the minting and circulation of lawful coin.

(c) That, the lawful coin (i.e., organic medium of exchange) and former ability to PAY debts – has been replaced with fiat, paper currency, with a limited capacity to only DISCHARGE debts.

(d) That, the Congress of the United States did legislate and provide the American people a remedy/means to discharge all debts "dollar for dollar" via HJR 192 - due to the declared Bankruptcy of the corporate United States via the abolishment of constitutional coin and currency.

(e) That, the corporate United States, the several States of the Union, intergovernmental organizations, and other nations of the world, recognizes this current, circulating medium of exchange as commercial paper/instruments, negotiable or non-negotiable, the same being accepted as legal tender or money, etc., as set forth in the Uniform Commercial Code.

(f) That, the Affiants acceptance of any monetary/debt presentment and/or demand for payment as presented by any person, natural or corporate, can be returned for discharge, the same constituting the negotiable instrument so bearing the exemption of the Affiant upon any said monetary/debt presentment and/or demand for payment as a non-cash accrual item is but another form of legal tender, money, currency emanating from the Creditor.

20.) THAT, pursuant to 'State and Federal' TENDER OF PAYMENT statutes; "Whatever is tendered as payment, whether property, money or an *instrument*, if not accepted, the debt is discharged."

21.) THAT, the Affiant is exercising the remedy provided by Congress via HJR-192 and proceeding upon agreement and stipulation of [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM]; and upon tender of the 'instrument', [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] are to perform according GAPP accounting principles and ledger in the credit or therein [NAME OF AGENCY, CORPORATION, ETC PRESENTING CLAIM] will have breached the agreement and commit various violations of commercial and State Law.

Further Affiant Saith Not.

Done this _____ day of _____ 2009 A.D.

_____

..... Affiant

ACKNOWLEDGMENT

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that [Secured Party Creditor] personally appeared, and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal:
Notary Public in and for said State
My Commission expires; _____

The following article was published in the July/August 2006 issue of The American's Bulletin:

I DID IT MY WAY

'The Discharge of Six Matters'

By William Maltsberger

Well, I've been around the block a time or two, and now I'm retired and in my 80's. A few years back, I subscribed to 'The American's Bulletin', then later, when Redemption came forward, I became a 'Secured Party Creditor' at the end of 2003.

I have to say that I have learned a lot from that 'newspaper' and since becoming a secured party, I decided to take care of some commercial matters, you know; debts!

I had a debt matter with a local bank for about $2,000.00, a TV Service Company for about $135.00, a Cell Phone Company for about $930.00, a Computer Finance Company for about $ 1,600.00, an Insurance Company for about $580.00 and a Credit Card Debt for about $4,000.00.

All of these matters were of 2 years ago. What I had done, was to take their 'presentment', their 'bill or 'demand for payment' and I wrote across them; "Accepted for Value and Returned for Discharge per UCC-1 enclosed" and signed each presentment, under my name is 'Secured Party', and I mailed them back to them 'fellas' by certified mail.

I only heard back from one of them, the bank. They had sent the matter to a Debt Collector, one from California and one from New York. I then took their 'Demand Letters' and done the same thing and have never had heard from those either!

Now I know there's no guarantee, and I don't know what would happen if you did the same thing, I'm just saying that it worked for me and that discharging some $9,000.00 in debt 'cause of what I have learned in the Redemption process has been well worth it.

●●●

Though the 'process' in above article was somewhat simpler, it has worked for the author over nine times! Understand what you are doing. Use the best information, the best process and step out in faith and remember... as the Creditor, you're the Private Banker! So become the Creditor!

WHAT YOU CAN DO NOW IS CONTINUE TO THE NEXT ARTICLE...
... BECAUSE KNOWLEDGE IS POWER!

So what.....!

Several references have been made in this book as well as to new information to understand the historical facts, regarding **YOUR** standing and capacity in relation to **their** governmental system and the commercial venue as Secured party Creditor.

But in relation to **Redemption,** you have covered the movie reviews, the historical background concepts first brought forward by Roger Elvick (Section 1), informational articles on the **'reality'** of what **their** military social government construct has done, so that now you can't say you're in the dark! (Section 2). You covered Section 3 on Sovereignty, so now you know **'you're the boss!'** You now understand the **Straw-man** and the importance of the **UCC-1 Financing Statement,** and you've read and reviewed the forms necessary to become the **Secured Party Creditor** (Section 5), and then, to Section 6 – **NOW WHAT DO I DO** after becoming **Secured Party Creditor!**

In the previous **'article,'** we dealt with the **'Damage Control'** issue as it relates to the **commercial discharge** by **Bill of Exchange** of fine, fee, tax, or so-called debts as it relates to **your** Standing and Capacity in relation to **their** corporate government and commercial law.

But first, we have to go **'back to the future',** so to speak. The path has already been blazed by those behind us, who desired freedom, even commercial freedom. Our history is full of those who ***sacrificed all*** to work towards those ends. But the path was blazed by those who stepped forward out on **faith.** They put their **credibility** on the line, as we know so clearly well. They put their **'John Henry'** on that **parchment.** They understood the risks, they certainly identified the objective **(to come out from an oppressive government),** they made plans and preparations... then with one step, then another... on to what they created, the rest is history.

We could certainly point to **John Adams, Patrick Henry** and many others since then, in all that was done in the so-called fight for freedom, or so we're told.

It's been called the **'American Experiment,'** and many today would agree that the **'experiment'** has failed! The information presented in this book certainly supports that statement and it is possible that **your** own personal experience confirms that as well. Many people in the last **25** years or more have **'experienced' their** military social government!

Do you have more freedom today that those of those that came before you? Can you honestly say that you own **your** property, **your** home, **your** car? Can **you** disprove that all **your** property was **not 'pledged'** to **their State**? And due to **their** bankruptcy and the economic situation in **their** so-called country, just about every man/woman and family is in a position of assumed debt and every State in the military social construct known as the U.S./United States of America, Inc. is in debt as Constitutors (California - some 40 Billion in debt alone!). The military social construct so-called Federal government is in debt, some 6 Trillion and that the so-called **'taxpayer'** pays (is taxed) for everything... to the extent that on the average, you pay about **75%** to **80%** in **TAXES!** (that's everything you **'pay'** out to **their** government at every level for anything!) And yet you own nothing as a debtor/slave on **their** Plantation as you do not possess the Title(s).

We are educated to believe that we live in a 'free country,' but rather we exist in a debtor's society and for that matter, most all countries around the world are in debt under the present misrepresentations by the Money Kings as well. We, you, them, hell, we all service **the** debt. And don't forget about the $90 Billion debt **their** U.S. Corporate Officer-President Bush created due to the Iraq war that **their** U.S. Citizens will be required to **'pay their fail share'** of to the (last farthing) penny!

Keep in mind that **their** **'State'** treats you as their ***debtor slave*** on their Plantation. **Their** State does not recognize your **'Sovereign'** status/capacity, does not respect you in the same manner. By the actions of **their** agent/employees, **their** police, **their** courts and **their** so-called public servants, you are only seen as a revenue base to support **their** various de-facto corporations through taxes, taxes and more taxes! (Remember the Matrix?)

Evidently, you have no standing or recognition as a 'Debtor on the Plantation'. Keep in mind that **you** are not a **signatory** to **their** so-called federal or state Constitution(s) and therefore **you** are not a party to **their** social compact servicing **their** debt. Simply stated, **you** have no **agreement** or **contract** by which **you** can offer proof or proffer that **you** have ever **bargained** for **your** rights or that of your posterity, or that in any manner any of **your** so-called rights are protected by **their** form of so-called government, their codes, statutes or laws at any level! So the 'other-side' cannot prove that you are **contractually** bound to their 'De-facto Military construct.' You are not a **signatory** to, nor a PARTY to their **social compact and/or contract!**

A **13** Question **FOIA** (Freedom of Information Act Request), as advertised in The American's Bulletin, was used in a State level traffic matter. Each question referenced a particular point as to requesting an answer in respect thereto. When **their** Washington State Department of Licensing (their agency) answered the State level **FOIA** (Request for Public Records), **they** answered **June 1, 1995** and in **their** second paragraph stated thusly:

"The Department has no documents on file which would demonstrate that you are a party to any social compact or contract which can be demonstrated to operate to confer any contractual, controlling, insurable, lawful, legal, pecuniary, regulatory, or any other interest in your being and/or property to the benefit of the county or state, etc."

Also, per **Padelford, Fay & Co. vs The Mayor and Aldermen of the City of Savannah,** 48 Ga 438 (1854) wherein the court stated:

"But, indeed, no private person has a right to complain, by suit in court, on the ground of a breach of the Constitution. The Constitution, it is true, is a compact, (contract), but he is not a party to it!" (emphasis added)

So how much evidence do you need to see that **you** are not a party to **their** **'social compact'** (**their** Constitutions) and aside from the fact that **you** are not a **signatory** to it/them (**your signature** not appearing on **their** Constitutions) and the factual inference is that ***you have nothing to do with their government corporations or their debt and they have nothing to do with you!*** **Their** only attempt is by threat, duress, and coercion, to convince **you** otherwise, and that from this vantage point they are able to shift the responsibility of **their** debt **they** created

onto **your** Debtor, YOU and that of **your** posterity through **their** public educational institutions by way of **outright misrepresentation** in respect to the program they created.

...and ***"the ideas that the State originated to serve any kind of fiscal purpose is completely unhistorical. It originated in conquest and confiscation – that is to say, in crime. It originated for the purpose of maintaining the division of society into an owning and exploiting class and a property-less class – that is, for a criminal purpose! No State known to history originated in any other manner, or for any other purpose!"*** Albert Jay Nock (State of the Union)

And let us not forget:

"...we are of the opinion that there is a clear distinction in this particular between an individual [man] and a corporation [fiction], and that the latter has no right to refuse to submit ***its*** *books and papers for an examination at the suit of the State. The individual [man] may stand upon his Constitutional rights as a citizen [subject]. He is entitled to carry on his private business in his own way.* ***His power to contract is unlimited: He owes no duty to the State or to his neighbors to divulge his business, or to open his doors to an investigation, so far as it may incriminate him. He owes no such duty to the State****, since he receives nothing there from, beyond the protection of his life and property. His rights are such as existed by the law of the land long antecedent to the organization of the State..."* Hale vs. Henkel, 201 U.S. 43 at page 74 (1906) (emphasis added)

Keep in mind as to the above case, it was decided before the bankruptcy... and don't forget the **'no contract'** issue when **their** court reflects upon **their** Constitutional **C**itizen. You know, the **One** who either signed the social compact or is a direct posterity to any One who signed the social compact, making **their** posterity by birthright a member of the social compact, or by Ones ignorance... volunteered!

Their State agents seizes *'State owned'* cars, bank accounts, children, etc. **Their** State agents take the position of Master/overlord and punishes severely. Rights and **'due process of law'** is basically non-existent. But to **their** extent now, **their** police shoot first and ask questions later. **Their** courts, as an collection agent for **their** State, collects (extracts) millions of so-called dollars from **their** debtor/slaves as these people go in and come out of **their** courts... raped, pillaged and plundered, but in many cases people believing they had their day in their court and experienced some sort of just-us!

Within and without the **Freedom Movement,** people seem to get arrested, charged, prosecuted, fined, jailed and put into prison. The question to ask is why? Don't we live in a Free Country?

Maybe the simple answer is **Libel! Their** State and Federal government have copyrighted everything in **their** private corporate venue. Since **you** have no agreement with them to trespass on **their** copyrights, when **you** use **their** corporate name on court documents, briefs, liens, etc., **they** charge people with **'simulation of legal process,' 'paper terrorism,' 'criminal syndicalism'** or **they** can charge you with failure to file, bank fraud, jay-walking, whatever they want to! But whatever the charge is, it still arises in **libel.**
"Prosecutor may knowingly file charges against innocent persons for a crime that never

occurred." Tenth Circuit Federal Court of Appeal in Norton v. Liddell, 620 F2d. 1375.

And since **you** are not a party to **their** **'social compact'** and a **signatory** to **their** Constitution and with no agreement per a **'Parlance'** as to **their** copyrights, you're just standing out there all alone just waiting to get whacked!

It's been **228** years since fifty-six **(56)** men walked into a room in Philadelphia to **sign** a declaration to agree to create something to establish a private government, policies and agreement different from Great Briton's, called a social compact via the contract known the as the **'Constitution.'** They supposedly created a Republic. But as history shows us, Republics only last about **200** years. The historical facts of this so-called Republic... from its political maneuverings and corruptions to this day have reformed a Republic into a Military Social Construct De-facto bankrupt corporation acting as a Dictator over all people... they now call it a *DEMOCRACY!* They called in all **gold** and **silver** as 'the' substance that backed the nation's money and have left **you** with nothing but the worthless **'bank script'** paper of a private bank corporation, having no value.

You ***can*** **'exercise' your 'political will,' your** right to make that choice to **'come out'** of the de-facto mess by becoming the Secured Party Creditor/sovereign.

As a debtor/slave on the Plantation, you own no property and have no rights! As a new Secured Party Creditor, and all that you have learned from this book (Redemption Manual 4th Edition) and other sources in the nature of your continued education, you will place a 'cloud' (a lien) on all the property of the debtor, first in time, first in line over and above anybody else including the State... per the 'date' of your filing!

Their Declaration of Independence as well as international protocol recognizes **your** right to exercise **your** **'political will'** to come out of her! Every **State** has said the same thing. As their so-called President, **Mr. Harry S. Truman** stated:

"We believe that all people who are prepared for self-government should be permitted to choose their own form of government by their own freely expressed choice, without interference from any foreign source..." (that foreign source is the State or federal government!)

As **'Morpheus'** said in the Matrix One movie, **"You must free your mind!"** Do you see the importance and the need **TO GO BACK TO THE SOURCE**... to your status, your **Sovereignty! (as Head-Of-State / State-In-Fact)**

For almost fifty years, the **'Patriot'** (Freedom) **Movement** has studied, researched, eat-meet-and-retreated and fought **their** system for **their** so-called rights, dealt with the blood-sucking measures that **their** other side uses against us/them, to compel us to **their** rules, codes, and private law... and yet there are some who never gave up **their** faith for **their** love of **their** fellow man and hope to see now what is present, what is here today for each man or woman who wants freedom

CONSIDER: When in the course of human events, it becomes **NECESSARY** for one people to dissolve the political bands which have connected them with another, and to assume among the powers of the earth, the separate and **EQUAL STATION** to which the Laws of Nature and of Nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the **separation.**

...THAT AMONG THESE [RIGHTS] ARE LIFE, LIBERTY AND THE PURSUIT OF HAPPINESS.

...THAT whenever any Form of Government becomes destructive of these ends, **IT IS THE RIGHT OF THE PEOPLE** to alter or to abolish it, and to institute new government laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to affect their safety and Happiness **...or to 'come out of her', by becoming the SPC!**

Men or **Women** have learned long ago that it is impossible to live unto himself/herself (no man/woman is an island!). You cannot stand out here alone and naked as to **your** rights, titles, and interests and beliefs... since the same **IS NOT** protected by so-called government today, by **CONTRACT WITH SO-CALLED GOVERNMENT AT ANY LEVEL TO PROTECT SUCH SO-CALLED CONSTITUTIONAL RIGHTS...** and are you not tired of being raped, pillaged and plundered, and your property taken, etc., etc.!

So now **you** do have a choice! Do **you** not understand what the Scriptures say about **'come out of her!'** Do **you** not understand **you** have the power and right to do so and become a Secured Party Creditor and solidify your true sovereignty via the ***International Sovereigns Association***. Write The American's Bulletin for more information.

Notes:

AGENTS

CONSTITUTOR'S AGENTS

Occasionally, while finishing up your processes, one may encounter various acronyms like the (SS) Secret Service. To a "citizen" or a "debtor," this may sound frightening. But as for a Secured Party Creditor, you will look forward to getting your commercial matter resolved by the protocols established within the framework of International Public Order concerning their "agents."

Secret Service. *The investigative responsibilities are to* ***detect and arrest persons*** ***committing any offense against the laws of the United States relating to coins obligations and securities or the United States and of foreign governments; and to detect and arrest persons violating certain laws relating to the FDIC, Federal land banks, electronic fund transfer frauds, credit and debit card frauds, false identification documents.***

Did you know that the duty of the Secret Service is to **"detect and arrest persons"** that violate the laws pertaining to **"securities of foreign governments?"** You should know by now that you are a government **"foreign"** to the military social construct known as the UNITED STATES government and all municipalities, and that the extended **Credit** they enjoy is backed by **YOUR** securities **(based upon your future labor).** So, if one of your debtors dishonors your presentment on a private account where they were supposed to do an **"electronic funds transfer,"** would this constitute a **"fraud"** on their part? Does this mean that they could be arrested for this? Yes it does! To aid the Secret Service so that they can investigate the facts and do their duty, according to **International Public Order**, they must be provided with **"information."** The Secret Service can take action regarding any document which purports to establish trespass over or within the social compact governed by treaty between the applicable jurisdictions to which you are signatory and within the scope of their applicable jurisdictional protocols established by these treaties whether named in particular or not by any treaties, as long as the Executive authority has agreed to delegate such authority to whomever by the protocols of such treaties.

Information. *An accusation in the nature of an indictment, from which it differs only in being presented by a competent* ***public officer*** *on his oath of office, instead of a grand jury on their oath.*

Notary Public. *A* ***public officer*** *whose function it is to administer oaths; to attest and certify, by his hand and official seal, certain classes of documents, in order to* ***give them credit*** *and authenticity in foreign jurisdictions; to perform certain official acts, chiefly in commercial matters, such as the protesting of notes and bills, the noting of foreign drafts, and marine protests in cases of loss or damage.*

If the debtor has dishonored your acceptance after you have returned it to them and they **"argue"** the charge still exists, then THEY can now be **CHARGED** with an information or an indictment.

To complete this process one must be able to locate a notary public knowledgeable on this subject and willing to do a notarial protest. When the notarial protest process is completed it is as effective as a criminal indictment from a grand jury or a prosecutor. Or, if you like, just complete an acceptance on their behalf to obtain their formal agreement to proffer a secured transaction for proof of claim to state a claim of action for which relief can be granted. On the civil side, this is as effective as an estoppels of Judgment in a State's Superior Court! You should then send an **"affidavit of information"** along with the completed administrative process of formal acceptance to the Secret Service as well as the U.S. Attorney, U.S. Attorney General, U.S. Secretary of Treasury, U.S. Secretary of State, Commissioner of Internal Revenue, Director of I.R.S., and their state's related officers.

There is another part of the definition of the Secret Service that is important here:

Secret Service. *The protective responsibilities include protection of... a visiting head of a foreign state or* ***foreign government****...unless such protection is declined.*

Visiting. **In International Law, the right of visit or visitation is the right of a cruiser or war-ship to stop a vessel sailing under another flag on the high seas, and send an officer to such vessel to ascertain whether or not her nationality is what it purports to be.**

Visitor. *Any people appointed to visit, inspect, inquire into, and correct irregularities of corporations.*

Is there any reason why we would "decline" the offer of someone to protect us and our securities? All the Secret Service is there for is to **"ascertain"** whether your foreign nationality is what you purport it to be. If you are not sure you are a foreign nation – **THEN YOU AREN'T ONE!** How then, can one BE a foreign nation? You must constantly think, act and speak like a foreign Head-Of-State.

Usually, the Secret Service will contact you to do an interview with them. When they offer, you should NOT decline but should take a witness and a tape recorder to record and verify each and every statement given, based upon the presumption that they are only trying to gather information to help you in handling the corporation that allegedly dishonored your conditional acceptance. You will be acting as a visitor to **"inspect, inquire into and correct irregularities of corporations."** To be prepared for this meeting, separately package copies of all the administrative process and perfected claims that you have done on each alleged dishonor. Then attach the **"affidavit of information"** as the cover letter. Now you have everything they need to continue in the **"investigation"** of the corporation that dishonored you through **"electronic transfer fund fraud."** Because – that is their job! Now you are acting like a creditor, a principal, a Head-Of-State of a foreign government. A **DIPLOMAT!**

Be very happy to give them a copy of any recording and thank them for looking into this matter for you. Ask for their business card so that you can give them any further information regarding this matter. It would also be impressive to have a card to give to them from the social compact to which you are signatory to – this would be very professional and respectful. Encourage them to

keep you or your officers updated on the progress of the investigation. Next, let them know that **"time is of the essence"** in completing the liquidation of the corporation's equity and if it was absolutely necessary, you could allow them more time to handle the matter according to the protocols established by treaty to which you are a signatory member Head-Of-State.

If they ask you where the money comes from to pay for the items, you should correct them and say, **'There is no money because the UNITED STATES and all municipalities are in bankruptcy and the only currency that exists is the people's credit!'** You could also tell them, **'The US Trust Fund is where all of the people's property has been collateralized to create the credit of the nation!'** If they appear confused, show them a copy of the 73rd Congress — H.R. 1491, March 9, 1933 where it says;

CONGRESSIONAL RECORD – HOUSE

"If the Republican Party had released itself from the clutches of Wall Street and expanded the currency immediately after the Stock-market crash in 1929 or within a year after the crash, our people would have been saved from this awful money panic. Our President will doubtless ask amendments to this new law when conditions are more normal and when it is better understood. Under the new law the money is issued to the banks in return for Government obligations, bill of exchange, drafts, and notes, trade acceptances, and banker's acceptances. **The money will be worth 100 cents on the dollar, because it is backed by the credit of the Nation. It will represent a mortgage on all the homes and other property of all the people in the Nation."** (emphasis added) [Mortgage equals a Lien!]

IN THEIR OWN WRITING THEY AGREE WE ARE THE CREDITORS!

They would be so impressed and shocked that they had actually witnessed a creditor who knows his business, that they, in turn, would probably conduct themselves more respectful and business like… towards you.

SECTION VII

TRAFFIC STOPS AND THE COURTS

Introduction

While true sovereignty begins between your ears, the transition from the conditioned debtor-slave on the plantation to understanding your sovereignty and your standing does not occur overnight, and its achievement will require diligence, organization, planning and taking responsibility.

Your ability to prevail in any venue involving employees and agencies of the state and federal government, though never guaranteed, especially with police, attorneys, judges, and other revenue agents such as the IRS, will depend on your ability to recognize and neutralize any misplaced feelings of trust, feelings of guilt, subservience to authority, hostile or paranoid behavior, and threat of harm. You will be dealing with seasoned professionals, experts in lying, cheating, stealing, and intimidation. They appear to be power hungry sociopaths who are used to getting their way and running roughshod over the 'sheeple.' They are the 'officers' of the corporation compelling you to their 'private-corporate-statutes' unlawfully, to compel your obedience, extract revenue from you or imprison you within their 'facilities' for their commercial gain. They will assume that you are clueless to their game, easily conned/confused, and a push-over.

Sovereignty is evidenced when you cease to be a victim of unrevealed, unconscionable contracts and servitude by signing contract and treaty via international protocols for said recognition of right to emerge and of establishing your sovereignty as recognized both by national and international venues. And by not consenting! Not consenting means not taking part in the dialog, not approving of that which is proposed, opting out from the very beginning, before anything can be construed as having contractually begun with the de-facto States, etc. The Supreme court has consistently ruled that there is no requirement that anyone consent with anything, that no one can be compelled to enter into a contract unwillingly with another—including municipal corporations, State corporations and United States Inc.! The agents of government must involve you their commercial scheme and get you to consent!

Be prepared because YOU WILL BE TESTED! The agents have many ways to contract with your Debtor. While this is a very big net, if you have achieved the elevated status of secured party creditor, you have in place the necessary instruments for leveling the playing field. However, you can only leverage the power of these documents by knowing the who, what, where, and when of being a sovereign. It only takes a momentary loss of confidence or missing a subtle cue to contract and offering an acceptance before realizing it, to lose control of a situation. Your body language is how you communicate 90+% of your message, and it rarely lies. If you are not certain that you are a sovereign, it is unlikely that you will convince others that you are.

The greatest liability will be your past conditioning. However, it can be effectively offset by diligently practicing your new response under pressure. The important concepts to 'embed' into your mental/nervous system are as follows:

A *citizen* is a SUBJECT of the state. In an article entitled "Redemption Traffic Win..." Summer

Dawn was confused about her identity when she states: "I told the Officer that I was a secured party and a *sovereign Citizen* of the United States of America." While she prevailed in her traffic matter as a secured party creditor, she puts herself at risk when claiming to be 'a citizen'. Inference to this means you are saying 'I'm a subject of the federal corporation and subject to your rule!' The statement above may be overlooked by a patrolman, but how about a judge?

Statutory Law only applies to the FICTIONS/DEBTORS. You (flesh & blood) have no more obligation to follow the statutes (being not named in them) and edicts of municipalities, counties, States and UNITED STATES by and through their employees, agents, Legislators, etc., than you do MCDONALDS CORPORATION. This applies to all employees of the United States and their sub-unit States and Counties.

The U.S. Courts are NOT Constitutional and there is NO CONSTITUTIONAL REMEDY for you there. This is why you can never prevail by taking your Constitutional arguments into the courts. They are military courts of Admiralty based on the private, copyrighted, international law of equity. The judges and attorneys are administrators of the U.S. bankruptcy. It ONLY becomes judicial when you ACCEPT an offer (and sign) that they make to you. All of your training in United States History has seduced you into the false belief that courts are adjudicating the Common Law based on the Bill of Rights and the Constitution. There is no greater fiction in the collective mindset of the American people than this, today! The courts were partitioned from Common Law Remedy in 1938 in the landmark Supreme Court decision, Erie Railroad v. Thompson. A judge will not accept any precedent prior to this; you cannot reference the common law. This simple fact should GIVE YOU A CLUE!

Since 19933, there is NO WAY to PAY a debt. The word 'pay' is an euphemism for DISCHARGE. You can only discharge since the Bankruptcy. Most everyone has heard of or played the game Monopoly©. The longest running game, lasting 70 days, ended the same way that every other game ended; the 'Bank' ends up with having all the money, and everyone else broke. You can see the same process, monopolization of all real estate and wealth, going on in the world around us. Although most of you would never consider using Monopoly© 'money' to 'pay' your bills, there is absolutely no difference in their intrinsic worth when compared to Federal Reserve Notes. The only difference, besides the way they look, is that you have given value to Federal Reserve Notes based on your own experience of how others respond to them.

While this is not a trivial distinction, they have no more intrinsic value than Monopoly© money. If you can remember this, you will be way ahead. This will help you to understand why there is no real Law, since that would imply the ability to pay a debt. (see Article I, section X of the U.S. Constitution and Article 11, Section 1 of the Oregon Constitution – for reference!) Most importantly, it may help prevent you from getting whisked off to jail when you are questioned by a judge regarding that Bill of Exchange you are using, when s/he asks you, "does this Bill of Exchange 'pay' your debt(s)", and before realizing it, you end up accepting the offer by announcing 'YES' it does.

WHEN DEALING WITH THE COURTS

The United States is the most litigious society in the world. Anyone can sue you at any time for anything. When you consider that there are over 60 million laws on the books and that America has the highest per capita rate of incarceration of any country in the world, reason would therefore suggest that the American legal and criminal justice system has a target painted on your back. While it is not this purpose of this book to induce fear or paranoia, it is suggested that it would be prudent to understand and accept the fact that if you live in America there are predators in your midst, sanctioned by the public corporations via their private law, having as their primary objective an interest in doing business with you, i.e., fines, fees, citations, taxes, etc.

This system for inducing you to fine, fee, jail, or commerce has been so carefully designed, that without specialized knowledge, such as the information contained in this book, your chances of prevailing in an encounter with it are almost non-existent. It owes its success to the interlocking connection of three fundamental ploys:

1) Build a system based on appearances. (fiction)
2) Create subtle ways of getting people to contract with the fiction in order to make them accommodation parties to it.
3) Induce people to give this fiction life/substance by arguing and testifying.
4) Get the people to CONSENT to the liability and punishment as surety for the fiction.

Corporate entities, Federal Reserve notes, property descriptions, and legislated (statutory laws) are legal fictions. There is nothing of substance to them. A corporate entity such as your Straw-man-debtor, is not the flesh and blood you. Federal Reserve notes do not come into existence through their assignment to something of value such as gold or silver, but by taking out a loan. A title deed identifies a home in terms of an artificial system of meets and bounds called a property description—a description of property that is NOT; if you read it, you won't find anything that describes any attribute of the real house. This also applies to your car title and any other title to property. The real substance of a thing is referred to as the RES. Legislated (statutory) laws are not written pursuant to the contracts (Constitution and Bill of Rights) that would limit government's power over the sovereign flesh and blood men and woman. By creating a system that is fiction from end to end, they insure that the real game stays hidden and not one in a million will figure it out.

Most people suppose or assume that a contract has to be knowingly, intentionally, and voluntarily agreed to by the parties involved. This is usually the case even when there is no written and signed contract. For example, when eating at a restaurant, if you place an order for food, then proceed to consume your order when it is delivered, the custom is you've contracted by implication (implied contract) and you'll pay the bill. However, there is a whole class of contracts of a far more sinister nature; they are called, adhesion contracts. Contracts made wholly for the benefit of a single party. They come into existence whenever you exercise a benefit offered by the corporate state such as welfare, Social Security, Medicaid, food stamps, postal delivery, sign an application for a passport, use federal highways, sign your name to obtain a

license, marriage license, driver license, pilot license, CPA license, etc.), or register property (babies, automobiles, etc.) with the State. Unless you specify that you don't want to be liable for the unrevealed benefits of any agreement or commercial contract, you have become an accommodation party to the corporate fiction.

But now for whatever reason, you have to go into court. It is presumed that you are a debtor-slave on the plantation, ward of the state, a subject and class one ostrich, unaware that you have spent an entire lifetime contracting to create a nexus between you (flesh and blood) and the legal fiction that has been created on your behalf (Straw-man).

Going Into Court

In a perfect (real) world, or in a perfectly real and just political/legal/economic system, there would not be many occasions where the common man would be required to appear in an administrative or a judicial forum and certainly not without an injured party willing to swear to firsthand knowledge of the facts. Unfortunately, in a world of fictions, as it is at the present time, many are being forced, under duress and threat of arrest, to appear before any number of quasi-judicial fiction forums for any number of crimes, violations, infractions, etc. of a fictional, commercial nature.

So, the task at hand in such a situation is to understand what is going on and to protect yourself as best as you are able. Critical to achieving the best results is to be perfectly clear what your goal is, and to keep our eyes on the goal amidst the physical, emotional, and intellectual turmoil that such a situation brings forth. We must understand that we can only control what is within our power to control, and that we personally cannot control the thoughts, words, or actions of another. What we can do is control our own attitudes, thoughts and actions, and the making of the record. Our posture, or the way we present ourselves is vital. Are we able to remain as men and woman of righteousness in a world of unrighteousness? Simple, but not that easy. As to the making of the record, keep in mind that in the vast majority of occasions the record made at the lowest level is the only record subject to review at any higher level. In other words, our ability to make the record to reflect the information that is vital to our well-being, at the initial hearings, is directly proportionate to the remedy that will be available to us, in any forum, for any violations of any rights and the misapplication of laws, statutes, rules, regulations, etc. The goal is to remain in honor and to make the record. The way to make the record is to stay "on point", to not be led into the myriad other matters that may arise in the heat of the moment. Knowledge is potential power, knowledge is made into effective power in individual circumstances by effective application of that knowledge. And now, on to the specific knowledge relevant to survival and success in the commercial fiction venues for settlement of disputes (the courts).

Again, it must be emphasized that this is not presented as legal advice specific to any particular individual or proceeding, but is offered as general information for educational purposes. It is up to each man or woman to determine the benefit to themselves in any specific application of any information presented in any specific manner. With freedom comes responsibility. You are responsible for your own choices and actions.

GOING INTO COURT:

The judge either calls out your name, or asks you to reveal who you are. The judge is referring to the all-caps 'person' (legal fiction) but you are unaware of this, even though this person's name is on every piece of identification that you have ever received, every bill that has come to your home, and every legal instrument that was created on your behalf, so you admit to being that 'person' and step into the jurisdiction of the court. So you may want to ask the man behind the bench; Sir, may I have your Name? ... thank you Mr. Smith (or whatever!) then state into the record as you either cross the bar or upon the judge calling out your Debtors name; "I am

_____, the secured party creditor/third party intervener in respect to this matter over title to the property."

The judge then reads the 'commercial' charges and asks you to make a plea... in behalf of the debtor/defendant – the fiction/Ens legis. NOTE: If you plead guilty, you wave your rights and accept the full liability and may have to sign (consent) a confession. Having been trained all your life to acquiesce to authority figures, your willingness to sign and accept your fine/punishment without ever asking if your signature is *mandatory* or *voluntary*. If this is a criminal matter the judge is very interested that you are well represented by a class of commercial contractors called Attorneys. The judge may say, "If you can't afford one, one will be appointed to represent you for 'free'". Don't believe that one – you will be presented with a contract to sign to agree to pay for the attorney! The attorney is an 'officer' of the court. However, you have been seduced into thinking that the attorney's first loyalty is to you, but as an officer of the court, their first and sole allegiance is to the court – not you! The attorney can promise you nothing, and that is exactly what he will help you get. Of course, if you hire or accept an attorney, you become a 'ward of the state', an incompetent, a lunatic of unsound mind.'

NOTE: if compelled, to plea "not guilty", you still imply you're guilty but will allow the judge or 'show' jury to decide the matter, but you have then already agreed to accept the liability and the decision of the court and now... the stage is now set.

If You go away with an attorney and he's to prepare your 'argument' and 'defense,' beware that he will not prepare an appropriate affidavit of the facts, or know an appropriate defense for why you are not liable for the charges against your Debtor.

On the day of your next court appearance, the attorney will help you argue your case. The judge may ask you questions through the attorney, and you may be called to testify. With the attorney there, you are not allowed to speak for yourself. By testifying and arguing you will be giving substance to the controversy and to all the fictions in the courtroom. In this way you will be admitting your guilt. This will be a slam dunk for the attorney and a slam dunk for the court system.

If an attorney is forced upon you, you might ask the attorney, "Can you represent me in my private capacity?" The answer will most likely be "No I cannot!" Which is admission that the attorney is ONLY THERE TO REPRESENT THE COMMERCIAL FICTION – YOUR DEBTOR! The so-called defense is for appearance only, before being found guilty, imposing a fine or handing you over to one of the biggest growth industries in America, the police state/prison system... irrespective of not being subject to the statute!

Prior to going into court, One should do the CAFV first (see Section 5, The Private Administrative Process), then at the arraignment or hearing, there are questions and statements of fact that are important to make "on the record" in the hearing.
If you have completed the CAFV for the particular matter, as the judge calls the debtor's name, you state or read into the record the 'appearance brief' statement (see Section 6 – Conditional Acceptance – Read Me First!) ... similar to; "Well your it honor, I accepted for value the prosecutor's claim and agreed to pay the fine (go to jail, etc.) predicated upon proof of claim. He

has failed to provide proof of claim, he has failed to state a claim upon which relief can be granted and he has stipulated to the facts as they operate in my favor and all the evidence is before the court. I don't know what to do... what's my remedy?"

As indicated in Section 6, as to the CAFV, there is now an 'agreement' on the table and that's all the judge can see! He now has been placed into a ministerial capacity... not in a judicial capacity!

However, in the event the judge moves forward, utilize the following original 'Three Magic Questions (as they have been called!)... plus there's an additional one!

Often they will attempt to evade their responsibility of answering these legitimate questions. In such a situation one could repeat the question and/or ask if they are refusing to answer the question. (Remember, you are making the record.) Also, some choose to preface their questions before the court with the phrase "Without dishonor", followed by the question. The intention is to establish that there is no intention to be presumed to be acting dishonorably or in a contemptuous manner.

1) Question to the magistrate or judge, "May I have your name please?"

2) Question to the judge; "Do you have a claim against me?"

3) Question to the judge, "Do you know of anyone who has a claim against me?"

> Repeat the same to the prosecutor! The prosecutor really is the only one who could have a claim against you... if you were subject to the statute!

4) Question to the open court (or one could face the gallery, and ask; "Does anyone present here today have a claim against me?"

5) Statement to the judge, "As it appears that there is no legitimate claim presented, there is no public business before the court. I request that the order of the court be released to me at this time so that I may be free to go"

And an additional verbal question might be "Will the court compel the prosecutor to produce the evidence of my liability to the statute?"

Understand that there are any number of ways that any particular magistrate, judge (no, they are not the same), or prosecutor may respond to these questions. Remember, your question and the CAFV is your private process to obtain DISCOVERY! That does not mean that the questions are not valid, or that whatever they might say in response may only be to distract or evade. The reality in the system as it is that the agents are saying and doing all sorts of things that are beyond their lawful authority (ultra vires), if there is misapplication of the statute.

It is vital that however the actors respond to you, be it silence, angry outbursts, or threats of being found in contempt, that one remains calm and on point. Do not be dragged down to their

level of interaction. An example of how one could respond to such outbursts and threats is, "Excuse me, it is not my intention to be contemptuous (or dishonorable). I am only trying to protect my interests here. It is important that I determine if there is a claim against me and who is responsible for bringing the claim. Do you have a claim against me?" If there is not a direct response to the question, then in effect, by their 'general acquiescence' they are all in agreement!

Some have, in response to a direct threat from the court (i.e.; "If you say that again. I am going to find you in contempt and remand you to custody") have asked questions such as, "What will the nature of the contempt be?" (civil, criminal, or the inherent power of the court to enforce its internal policy and procedure) or "Is it the purpose of this court to abuse me?" or "Are you refusing to permit me to know if there is a legitimate claim before this court?" or "Are you refusing to inform me of the nature of the claim in this matter?" At every opportunity, attempt to have the order of the court released to you.

The above steps are new to most people reading this book. Read, study, memorize the questions, statements, etc. Prepare as best you can. DO THE BEST YOU CAN! Learn from the past, learn from your mistakes. Proceed down the path you have chosen. If the court, judge, prosecutor, etc., misapplies the law, statute, code, etc., your only remedy is Tort... and if you do not exercise that 'exclusive' remedy, you allow 'them' to continue to misapply their private statutes to injure and harm many others out there!

Many actors in the system seem to be drunk with power and have more guts than brains. Many are willing to "cut off their nose to spite their face" rather than be faced with having to acknowledge any limit to their authority. Whatever they might say or do under the circumstances, it is clearly established that if they exceed the bounds of their authority (**misapplication of the statute**) their orders, judgments, pronouncements, etc. are void, and it is possible that they may be called into account for such actions. UNDERSTAND 'They' will do whatever they want to do... you the sovereign, must do what you have to do! The sovereign must exercise his/her 'exclusive' remedy... TORT... for that misapplication of the statute.

ALSO, keep in mind in any matter, where you may have been arrested to any quasi-criminal court matter, from traffic tickets to serious criminal matters, the jail and the court will attempt to lure you into a contract. In the majority of cases, anything you sign on the public side will be a contract. Signatures will generally be requested on your booking form, for picture and fingerprint, and at the time your personal property is checked into the jail. When you are solicited for the purpose of making a statement or providing your signature, state clearly that you do not consent to it. If you are pressured, ask the question, "Is signing this mandatory or voluntary." If they insist that it is mandatory, ask them to "show you the law". If they don't show it, tell them that "you will wait for them to bring it to you. Failing this, if threatened with physical harm, announce to them that you are signing under duress. Before you sign your name, write above the line where your signature goes "Without Prejudice". This will reserve your rights. If the form is refused and they give you a new one, sign it the same way. When signatures are requested ask the question "is my signature mandatory or voluntary."

THEY MUST GET YOUR CONSENT... to proceed in their jurisdiction, to being prosecuted and they need your CONSENT... to pay a fine or go to jail!

It is suggested that if whenever you are presented with a paper to sign in relation to a judgment, fine, or dealing with incarceration... ask the question; "Is my signature on this document mandatory or voluntary?" If whomever answers "Mandatory," your reply would be... "Please show me the law that I must sign!" If they answer that your signature is "voluntary," your reply would be... "I do not wish to volunteer to sign!" At that point, you decide what to do next! In some case, people have just walked out of the room. Just do not succumb by their pressure to sign!

Many are 'conditioned' to believe that if they go to the 'Courts,' that they'll get a fair trial. That they will have justice and better yet, that they will get a remedy. While 1% might 'win,' we think it wise to disclose the following... take heed:

General Immunity Pertaining to Prosecutors, Judges and Government Agents

1. Prosecutor may violate civil rights in initiating prosecution and presenting case... - United States Supreme Court in **Imbler v. Pachtman, 424 U.S. 409 (1976)**

2. Immunity extends to all activities closely associated with litigation or potential litigation... - Second Circuit Federal Court of Appeal in **Davis v. Grusemeyer, 996 F.2d 617 (1993)**

3. Prosecutor may knowingly use false testimony and suppress evidence... —United States Supreme Court in **Imbler v. Pachtman, 424 U.S. 409 (1976)**

4. Prosecutor may file charges without any investigation... — Eighth Circuit Federal Court of Appeal in **Myers v. Morris, 810 F.2d 1337 (1986)**

5. Prosecutor may file charges outside of his jurisdiction... — Eighth Circuit Federal Court of appeal in **Myers v. Morris, 840 F.2d 1337 (1986)**

6. Prosecutor may knowingly offer perjured testimony... — Ninth Circuit Federal Court of Appeal in **Jones v. Shankland, 800 F.2d 310 (1987)**

7. Prosecutor can suppress exculpatory (to clear from fault or guilt) evidence... — Fifth Circuit Federal Court of Appeal in **Henzel v. Gertstein, 608 F.2d 654 (1979)**

8. Prosecutors are immune from lawsuit for conspiring with judges to determine outcome of judicial proceedings... —Ninth Circuit Federal Court of Appeal in **Ashelman v. Pope, 793 E.2d 1072 (1986)**

9. Prosecutor may knowingly file charges against innocent persons for a crime that never occurred... —Tenth Circuit Federal Court of Appeal in **Norton v. Liddell, 620 F.2d 1375 (1980)**

This is what the United State calls "Equal Justice under the Law" ...and certainly, every man is equal before the law! And since you have no agreement/contract with the Feds, the State, etc., to bargain for your rights or to protect what you believe is your rights, and you have no agreement with the court, how do you perceive or believe that you will obtain justice or a remedy in their courts? Maybe you'd better get your head out of the sand and face reality! THERE IS NO JUSTICE IN THEIR COURTS

This above research is provided for those in the Movement who believe that any Attorney can be trusted when faced from the opposition of Prosecution when their first duty is to the Court [Vol. 7, Sub-Heading Attorney-Client Section 2-4], then the Public Corporation known as the United States [28 U.S.C.A. 3002(15)(A)] per definition of Dolus bonus, dolus malus, wherein the attorneys and the Court may commit legal fraud to control those of unsound mind as Wards of the Court at page 483; Black's Law 6th Ed.

But you are not a class one ostrich, having your head stuck in the sand, you are on the path! You have been paying attention. You are beginning to unravel the mysteries of the matrix, moving forward to achieve the status of Secured Party Creditor. You are no longer destined to suffer the fate of the ostrich with the courts and the system. You understand the true nature of the commercial scheme and the 'contracts' with government and the 'adhesion' contracts that do not exist to bind you to the 'social compact,' and you'll begin to learn to ask all the right questions, questions that they can never answer without revealing their hand, questions that will, by their silence or refusal, will be seen and taken as their 'general acquiescence' to allow you to remain on top, as the sovereign, secured party creditor.

"All that government does and provides legitimately is in pursuit of its duty to provide protection for private rights (Wynhammer v. People, 13 NY 378), ...which duty is a debt owed to its creator, WE THE PEOPLE and the private un-enfranchised individual; which debt and duty is never extinguished nor discharged, and is perpetual. No matter what the government/state provides for us in manner of convenience and safety, the un-enfranchised individual owes nothing to the government." Hale v. Hinkel, 201 U.S. 43 @ pg 74 (1905)

BEFORE THE JUDGE

Assuming that you have read the three essays *Merchants of Fiction*, *Are You Sure You Want to Hire an Attorney*, and *Mythological License to Practice Law*, you now understand that the system of courts in the United States is a very sophisticated racketeering organization. In fact you could call it RICO on steroids—they're waving their hand to make it look like one thing is going on, when an entirely different thing is happening. But now that the cat is out of the bag, and you understand what the game is, you now have a basis for setting some strategy on how to best deal with the unforeseen circumstance of going before the judge. But before you do, let's deepen your understanding of the nature of the courts. If you anticipate that you may find yourself brought before the judge by an officer of the corporation, you may want to prepare by reading this section several times.

"The discretion of a judge is the law of tyrants; it is always unknown. It is different in different men. It is casual and depends upon our Constitution, temper, and passion. In the best, it is often times caprice; in the wors,t it is every vice, folly and passion to which human nature is liable." [Lord Chief Justice Camden Courts and Policy: Checking the Balance (1995) Wellington, Brookes, p 188]

THAT'S NOT ME!

The primary presumption when brought before the judge is that you (flesh and blood) are liable to the statutes, when in fact the charging instruments bear the ALL CAPS name of your Straw-man/Debtor… the Defendant. The Straw-man is the fiction as only fictions are summoned into any court, civil, or criminal. A living soul is never the Defendant or Plaintiff in any case. Your primary defense therefore will be to find out if the Judge, Prosecutor, or anyone in the courtroom for that matter, has a claim against you, the flesh & blood man. (covered above) Now they get real nervous when you ask this question, because it comes very close to exposing the fraud and deceit that they're involved in. "Do you have a claim against ME", will be your primary line of questioning.

In all criminal matters and all matters criminal, the court wants to control you (flesh & Blood) through the Attorney, however in order to do this, you MUST cooperate. In fact they are counting on your cooperation. But don't make the mistake that many are making in the sovereignty movement by thinking that the solution is to represent yourself, as in *Pro Se*. By representing yourself, you are attaching yourself to the 'FICTION'—the Ens Legis—Straw-man—Debtor—Defendant, thus giving them jurisdiction and giving life to the controversy by your manner of participation in a way like no other.

If you want to give the court jurisdiction over YOU, the flesh & Blood man, represent yourself! Otherwise, let them know under no uncertain terms that they are *welcome to assign an attorney to the Defendant*, in fact you INSIST, that they do so, as you "*don't think that you have the standing (incapable as a matter of law) to represent the 'person' (fiction) named in the charging instrument*". Also let them know that "*you will not be taking responsibility or cooperating in ANY WAY*! *I'm only here for settlement and adjustment of the account*" When you do this, the

Attorney they assign will get very nervous, because the court is now without *personam jurisdiction*, and if you're not the *fall guy*, guess who is? This is known as the rule of 93.

So you can go into court and say, "*I don't think I have a license to represent a corporate fiction in your court. I believe you need to appoint licensed council to represent the defendant/debtor, but that is not me.*" In a military democracy foreign court (all courts in the UNITED STATES)— you either have to be an officer of the court or a lunatic: someone of unsound mind, a ward of the state. By telling them to appoint an attorney to represent their Defendant in their foreign court, it prevents you from walking into their jurisdiction!

HONOR/DISHONOR

One might logically conclude that the courts are about the law and the facts. Whereas this would normally be the case if not for the US Bankruptcy, there is no current way to extinguish a debt— no way to pay. The bankruptcy inverted the logic of the phrase "to pay", and everything affected by "payment", and this includes the law. The bankruptcy took us from the gold standard, to the *promise to pay standard.* Externally, the corporations look like they have all of the wealth, don't they? Once again your senses are deceiving you from the facts. The game is kept going in this way, as what's really going on is far from obvious.

The current system in America consists of two groups: Debtors and Creditors. All Corporations like the federal United States and its sub-corporations: States, Counties, and Cities are insolvent. All of your property and labor were pledged to the insolvent corporation-debtors, making you the Debtor. The owners are the International Banking Cartel, *i.e.*, Federal Reserve Bank, IMF, House of Rothschild, etc.

So everything is based on TRUSTS now, not true contracts, since there is no longer any lawful consideration. This is evidenced by the fact that the titles for your automobile and home are only evidence of ownership (certificates), not real ownership. The new car dealerships, banks, and mortgage companies don't tell you this, but that is precisely what is going on. This is also why we have courts in equity since the bankruptcy and not courts at law. Pursuant to Fehl v Jackson County, "County courts are no longer Constitutional courts."

So what is a contract without consideration? What is a contract based only on a promise? Answer: A quasi-contract/implied trust. The plaintiff appears in court (whether they know it or not) as the *implied beneficiary* of the implied trust (contract). The judge will construe the implied trust relationship found in the alleged contract into a constructive trust (court order) which specifies the rights of the plaintiff/beneficiary and the duties of the other party to the implied trust—the defendant/trustee. Because this process is trust-based, there is no requirement for full disclosure. Beneficiaries can be denominated as plaintiffs; trustees can be denominated as defendants or respondents. Pleadings can even be denominated as petitions. The court being duty bound to act in the best interest of the beneficiaries, will almost always favor the plaintiff.

So if the courts are not about the law or facts, what is it about? Answer: Have you been a good

trustee today? In other words, it's about honor. Are you honoring the military occupation that's been in force since 1933, and are you performing according to all of those implied contracts and the statutes that you have been exercising the benefits of? See "*On the Subject of Sovereignty* for details.

The dance of the courts is like a ball game, or a game of 'hot potato'. Who ever goes into dishonor first, looses the game, and there are penalties for hanging on to the 'hot potato'. It usually starts with the initiation of a suit or claim recorded by the clerk of the court. The clerk of the court passes the 'potato' to the Defendant via service of claim, *e.g.* summons. Since you are surety for the Defendant/Debtor, it's essential for the courts, in order to play out its game to acquire jurisdiction or nexus to the flesh and blood living person. They do this by inducing you to plead, argue, testify, and/or sign… on the bottom line!

I hope you're not in shock (this is a lot of information), or that your eyes are beginning to glaze over. So now the potato is in your hands, and you have two choices, HONOR or DISHONOR. If you don't respond in the stipulated period of time, or go silent, that is a dishonor. If you charge into court like a thunderbolt—arguing, testifying and demanding your non-existent Constitutional rights, you are in dishonor (you also give them jurisdiction).

"But, indeed, no private person has a right to complain, by suit in court, on the ground of a breach of the Constitution. The Constitution, it is true, is a compact [contract], but he is not a party to it. The States are a party to it. . ." Padelford, Fay & Co. v. The Mayor and Alderman of the City of Savannah, 14 Ga. 438 (1854)

So what can you do? CAFV, Ask questions (Demure), accept for value, file an affidavit(s) and file your Tort claim! (liens are a no-no!). All you really need to do is become smart enough to rebut the presumptions, but let the other side establish an 'agreement' with you!

If you can't separate yourself from any implied fiduciary obligation to the plaintiff (beneficiary), your *toast*. While it is not the purpose of this essay to teach you how to fully do this, it will give you a serious head start. The first major step toward separating yourself is to become a Secured party. On the value of the UCC-1 filing: If you don't file, there is no public notice in place of the superior security interest over the property to displace the courts presumption that you do not control your property/debtor and affairs. Silent judicial notice of the lack of is fact will be noted and the court will assume control by your default.

Note: Many people in the freedom movement are under the impression that the agents of the UNITED STATES, STATES, COUNTIES and CITIES are doing it all wrong. However consider that THEY are doing it RIGHT! As there are only CREDITORS and DEBTORS, and you are perceived to be the Debtor! This includes those who claim to understand Redemption, when in fact they are practicing Common Law execution, which is not Redemption. They have failed to realize that there is no REMEDY under the Common Law anymore because there is NO MONEY. They're doing certificates of protest (dishonor), instead of acceptance for value (honor).

COURTROOM STRATEGIES

Now that we have laid the groundwork and (we hope) you understand the rules of the engagement, let's set some 'other' specific strategies for use in the courtroom. It's best to keep dialog in any courtroom encounter to a minimum. Clear, concise, statements and closed ended questions that can be answered with a yes or no are best.

However, the following six questions are good to control most courtroom encounters. They are simple and will generally solicit a predictable and reliable response. Remember, to ask questions is to 'demur', to answer questions is to 'traverse' (testify!) and you are not there to testify! It is recommended that you memorize and roll play the statements and questions with a partner until you feel that you can remember and deliver them under pressure while you're managing your adrenalin pumping. The more disagreeable your training partner is, the more your responses will be tested. It is far better to draw a blank expression in a training session, than when you're' facing a court judge—you will lose control of the dialog if you are unable to martial a capable response. Questions are:

1. Do you have a claim against me? (as covered above!)

2. Are you asking me to testify?

3. I'm here to exchange the exemption and a guilty plea to the facts, for the bond.

4. I am not here to dispute the facts

5. What is my liability or nexus to the statutes?

6. I accept your offer for value on proof of claim that the state Constitution operates upon me, by and through the state legislature, by and through the state statutes.

7. I stipulate to all the facts and accept and return the same for full settlement and closure in the transaction.

8. I take exception to all matters raised in these proceeding.

9. I don't understand, I'm not signing anything, and I don't consent to being incarcerated (usually stated at sentencing!)

Also, understand the following concepts:

- If you argue, the judge gets discretion over all your presumptions, because no one can prove anything. Besides, that's how they keep their jobs, and charge their clients higher court-appearance fees. If judges were to let it be known that they choose who wins based on dishonors, the game would be over, and none of them would have any work.

- Case sites are arguments (dishonors) and are nothing but opinions and presumptions, which are clearly public illusion. This is why judges never read more than one or two

pages of each side's briefs, no matter how long they are, or how much evidence you attach.

- When you file evidence of your completed 'Conditional Acceptance' (in regards to the 'officer' or the 'Prosecutor') that plaintiff has failed to state a claim upon which relief could be granted, there is now an 'agreement on the table and that's all the judge can see and now he's placed in a ministerial capacity, not a judicial capacity due to evidence of no controversy!

OTHER APPLICATIONS

THREE STRIKES: Realize that debts are PAID in the public during the bankruptcy of the U.S. You can tender an offer to discharge all old case 'bonds', bails, or other obligations with an exchange of your exemption (valuable consideration), un-do the lasting liability of those old cases, and stop them from coming against you in the present case, then offer to discharge the present case with asset instrument and not a liability instruments. The court may rule your criminal charges ADJOURNED!

COMPETENCY: Defense counsel raises a question about defendant's competency. Interpretation: Since you were so stupid as to let this guy get these papers into the record, I'm shifting the liability to you, (the judge) so you better hope this bozo falls into dishonor (agues or goes silent) in this civil charge, which will allow us to reinstate the criminal charge.

The competency claim was conditionally accepted upon proof of claim that (1) the defense attorney has submitted probable cause for the claim that the mental competency of the man was in question (by putting in an affidavit listing the specific behaviors demonstrating said incompetence); (2) that any test administered by the psychologist would be a more valid predictor of competency than the 5 affidavits from people who have known you for 20-years (can ink-blot test do this???); and (3) the public hasn't attempted to shift liability for this guy's loss of freedom onto the psychologists!

VIOLATION OF PROBATION: Man threatened with 3 years for probation violation. The Public Defender was honored (got the potato passed to him) when the creditor (respondent) asked him to release the bond in exchange for his exemption, and get the living soul released. The Public Defender visited the jail on numerous occasions but ignored the respondent (dishonor). Upon protest (for the dishonor), the court noticed the position the Public Defender was in. Then one day, "all of a sudden", the District Attorney responsible for setting all the parties in the court, tells the Public Defender that the District Attorney thinks he remembers something unusual about the case, and sends an investigator to the old court (hundreds of miles away) to see if the transcript shows that respondent was never told to perform the 'duty' he was charged with 'violating'!

Scenario 1: (SPC = Secured Party Creditor)

Judge: What is your name?

SPC: No, it is not.

Judge: What do you mean?

SPC: I mean "What" is not my name.

Judge: I am asking for your name.

SPC: Well, I have lots of names. Which one are you talking about?

Judge: I'm talking about your real name. What is it?

SPC: My parents call me "son," my friends call me "Lefty", and my dog calls me "Woof!" These names are very real to me and I usually respond to each. What name are you interested in?

Judge: I'm not interested in playing word games with you—and you will show respect for this court! Are you JOHN HENRY DOE?

SPC: The name you just mentioned is common-law-copyrighted property and I am the owner of that particular property. In fact, I have given public notice of my ownership of that property by publishing in the newspaper. If you want to use that piece of property again, you are hereby noticed that there is a fee for its use, set forth in the Copyright Notice, and it's a fairly steep fee. But I will waive the charge you just incurred if you elect not to use it again. What would you like to do?

Judge: I don't know what you think you're doing, Mister, but you're about to get into deep trouble.

SPC: Mister is not a name of mine.

Judge: Look, whatever-your-name-is, I am commanding you to identify yourself or be held in contempt of court! Bailiff!

SPC: I assure you, that I mean no disrespect to this court. I am only interested in protecting my property rights. Are you commanding me to surrender my private property for your use without compensating me?

Judge: I most certainly am not; I am merely asking for your name.

SPC: Well, my name is my property and I do not give away any of my names for the use

of others without being compensated in accordance with the use-fees as published in my Copyright Notice. As far as I can tell, the only reason you want the name, is to establish a contract for the purpose of making money. Is that correct?

Judge: That is not correct! I need to know who you are so we can proceed with the business of this court.

SPC: You bring up a very good point: If you do not know who I am, then why do you want to do business with me?

Judge: You are tempting the limits of my patience, sir. GIVE ME YOUR NAME!

SPC: You want to know what to call me?

Judge: That would do fine.

SPC: You can call me "Secured Party Creditor."

Judge: This is not going to go on much longer, my friend! Very well, Mr. Secured Party, where do you live?

SPC: I live within the confines of my skin.

Judge: (Dropping his head into his hands, slapping his forehead with both palms, then looking up.) WHAT IS YOUR ADDRESS?

SPC: I don't have an address. See for yourself (slowly does a 360° spin, arms held away from his body).

Judge: Where do you sleep at night?

SPC: In a bed usually, sometimes, in a sleeping bag.

Judge: I mean, which building do you sleep in at night?

SPC: Like I said, I don't sleep in a building, I sleep in a bed.

Judge: Sir, secured party, whoever you are...you can have a seat over there and we will take this up after lunch!

Notes: 1) Nothing ever got started after lunch. The sovereign was truthful and respectful the whole time—and never gave away his private property for the use of the court (who would open an account and lodge pecuniary charges in it) The sovereign kept his cool because he knew that the only thing the judge wanted him to do was voluntarily surrender his private property for the use of the court—without compensation. Once you understand that this is all

that is going on in a courtroom (and elsewhere), then you will be able to think on your feet and make the right moves.

2) It is not necessarily recommended that you use this approach unless you are well rehearsed and confident beyond intimidation. You always run the risk of embarrassing the judge and garnering his anger and retaliation. So you must read the situation, and use an approach befitting your knowledge and personality. This example to show you how creative and successful one can be without giving up anything.

Here's a slightly different approach based on the judge calling out a case from the roster. John Henry Doe, is in court today in response to a summons. The charge is driving with expired plates and no proof of auto insurance.

Judge: JOHN HENRY DOE v. STATE OF OREGON

SPC: (Approaching the bench but not speaking)

Judge: What is your name?

SPC: Who wants to know?

Judge: My name is right here, (The judge pointing to his name placard)

SPC: Can you please state for the record, your Honor, your full and complete name?

Judge: Lawrence Jefferson Shyster

SPC: Thank you, your honor. Do you have a claim against me?

Judge: No!

SPC: (Looking toward the Prosecutor), Do you have a claim against me?

Prosecutor: The state of Oregon has a claim against you.

SPC: Then would you please put the State of Oregon on the witness stand and swear it in?

Prosecutor: The State of Oregon does not have a claim against you.

SPC: (Looking around the courtroom, now up at the ceiling) Does anyone here have a claim against me?

SPC: I ask that the order of the court be released to me.

Advanced Concepts and Techniques

The next scenario details the 'Roger Elvick' criminal trial involving writing checks on a closed account (no longer suggested) in the recent past. The advanced concept here deals with the 'Appearance Bond." It has been effective, but to a point. It has been observed that your request for an 'Appearance Bond' be done during a 'fresh arrest' and the request made with your 'one free phone call', first asking for the phone number of the judge, to request 'the Appearance Bond without fees and costs.' If you seek the appearance Bond say after arraignment, most likely the request will be denied. Since the Bond is necessary for the commercial discharge of the 'charges,' and it being denied, injury has been done in the matter and this point would be covered in your Tort!

Is it public or private?

In the matrix, on the public side of the equation you have the courts. Courts deal with fiction; fictional plaintiffs, fictional defendants, fictional laws (only applies to the Straw-man, not you), and fictional property (paper titles). You (flesh and blood) on the other hand, are on the private side. YOU are the source of ALL VALUE through your ACCEPTANCE; pleas, signature, etc. Courts and their representatives are insolvent; they have no way of giving substance to ANYTHING, unless they can get YOU (flesh and blood) to give it value (consideration).

Consideration

There are only two ways in which you can give consideration in a commercial transaction, sweat equity and by using your exemption. Debtor-slaves on the plantation offer consideration in the form of Federal Reserve Notes. Although Federal Reserve Notes are not backed by anything of value, they are a store of energy that represents their work. You earn these by doing time in the corporate work yard (please fill out your W-4 and 1099). Secured Party Creditors on the other hand can use their exemption (signature) in light of the US Bankruptcy. The SPC has unlimited credit! Why, because "the wealth of the sovereign is in his credit." Via his exemption (signature)! Due to HJR 192—Public Law 73 via the bankruptcy that pledged all of your labor and property to satisfy the debt of the municipal corporate United States. Since you were dragged into the bankruptcy by fraud and all means to 'pay' were removed from circulation (abrogation of the gold clause), the only thing that has value is the commercial credit created by the CREDITOR… YOU!

Honor—Dishonor and the Draft

All transactions are COMMERCIAL, even criminal charges. The power of the court is to referee a dispute between the parties of a commercial transaction. There can be no judgment against you when both parties are in agreement, and consideration has passed between them to settle the contract. Like an umpire in a foot ball game, the judge is supposed to 'blow the whistle' for

fouls, dirty play, or holding onto the ball for too long. The *draft* (example-brief filed) and the *re-draft* (response brief) are the models for the commercial 'ball game', being play-out back and forth! While this is the normal way it's done in their court, your goal is to stay in *honor* while avoiding the *dishonor*, this being done via CAFV and 'agreeing with thy adversary'. Whenever you *argue*, *testify*, or *fail to act* (silence or perform) you are in dishonor.

Courts of Equity or Common Law?

The American legal system is based on equity not the common law. Bankruptcy means there is no way to pay a debt and without the ability to pay, there is no remedy under the common law. Since the courts are in bankruptcy, they do not have the standing or capacity to execute a sentence, or charge you in common law. That's why the prosecutor and the judge will get YOU to **'admit, confess, consent or agree' to the charge, fine or incarceration!**

Look at it this way, if the public charges you, why does the judge want you to post bond? Because now that you've plead and granted the court subject matter jurisdiction, they want you to assume the liability. Why should they disclose that they must post the Bond and bring it forward upon your request if they do not want to assume the liability?

If you are practicing common law execution (Constitutional arguments, law and procedure) you are not practicing Redemption, but arguing – giving life to a controversy and stepping into the jurisdiction to accept full liability for punishment!

Don't look for your fourth amendment right in the courts, you have no rights! The only right you have is the right to file a 'Tort Claim.' Many individuals that think they are doing redemption when they go in and argue the law, INSTEAD of Agree with thy adversary – accept for value and discharge.

Continuing:

Prosecutor: You signed two checks written on a closed account

Elvic: That is true.

Prosecutor: What do you want?

Elvic: I have accepted the criminal charges, I have returned them, I offered my exemption in exchange for the discharge of the bond and I requested the release of that property to me.

Prosecutor: What you want is civil and we have a criminal matter in front of us and we have to dispose of the criminal matter first.

Would you be willing to plead guilty to the charges?

Elvic: I have no problem with pleading guilty, the facts as stated in the charges are true.

Judge: If this is the agreement of the parties, we are going to have to do this in open court. We can't do it under television. You've got to be in open court in front of me…And you'll have to be here in THREE days. If there is nothing more ,I'll see you here on Monday.

Judge: (Monday morning) If the parties are all here and we all agree on what we're going to do?

Prosecutor: Mr. Elvic here has written, has signed thousands of these checks on closed account.

Judge: Mr. Elvic, you're willing to plead guilty, is that true?

Elvic: Yes, your honor.

Judge: Okay, with the finding of guilty then at this time if there are no objections here I'll discharge the bond.

Judge: Well, that's good. We won't need those bonds anymore.

Elvic: Excuse me, your Honor, the terms and conditions were those bonds was supposed to be released to me.

Judge: Oh, ok, is there anything else in this matter? (and upon hearing nothing said) You are free to leave.

STRATEGIES OF LAST RESORT

Should your knowledge and skill as a Secured Party fail to keep you out of the courts, the following strategies may be of assistance if you end up there. Two different approaches are offered depending on your status prior to making an appearance.

STRATEGY ONE

The first strategy assumes that you have mastered the information in Section 4**: Becoming a Secured Party Creditor** and Section 5: **The Private Administrative Process**. It also requires that you are a Secured Party Creditor and that you have exhausted your administrative process. If you have not accomplished this, you can skip this part and go directly to scenario two.

STRATEGY TWO

Strategy two only assumes that you have been arrested and are now in jail awaiting your arraignment. The jail and the court will attempt to lure you into a contract. In the majority of cases, anything you sign on the public side will be a contract. Signatures will generally be requested on your booking form, for picture and fingerprint, and at the time your personal property is checked into the jail. When you are solicited for the purpose of making a statement or providing your signature, state clearly that you do not consent to it. If you are pressured, ask the question "Is this mandatory or voluntary." If they insist that it is mandatory, ask them to "show you the law". If they don't show it, tell them that "you will wait for them to bring it to you. Failing this, if threatened, announce to them that you are signing under duress. Before you sign your name, write above the line where your signature goes "Without Prejudice". This will reserve your rights. If the form is refused and they give you a new one, sign it the same way. When signatures are requested, ask the question "is my signature mandatory or voluntary?"

ADDITIONAL GLOSSARY

APEARANCE BOND. Type of bail bond required to ensure presence of defendant in a criminal case. As a Secured Party Creditor you can request an appearance bond without fees and charges from the judge or prosecutor. This is the most valuable use of your one free call and is the recommended first order business on being booked into jail. You can ask for the bond at your arraignment.

ASSESS. To ascertain; fix the value of. To fix the amount of the damages or the value of the thing to be ascertained. To impose a pecuniary payment upon persons or property. To ascertain, adjust, and settle that respective shares to be contributed by several persons toward an object beneficial to them all, in proportion to the benefit received. To tax.

In connection with taxation of property, means to make a valuation and appraisal of property, usually in connection with listing of property liable to taxation, and implies the exercise of

discretion on the part of officials charged with duty of assessing. Including the listing of inventory of property involved, determination of extent of physical property, and placing of a value thereon. To adjust or fix the proportion of a tax which each person, of several liable to it, has to pay; to apportion a tax among several; to distribute taxation in a proportion founded on the proportion of burden and benefit. To calculate the rate and amount of taxes. To levy a charge on the owner of property for improvements thereto, such as for sewers or sidewalks. "Assess " is sometimes used as synonymous with "levy". *See also* ASSESSMENT.

ASSESSMENT. In a general sense, the process of ascertaining and adjusting the shares respectively to be contributed by several persons toward a common beneficial object according to the benefit received. A valuation or a determination as to value of property. It is often used in connection with assessing property taxes or levying of property taxes. Also the amount assessed. *See also* Assess; Equalization.

BAIL, n. Monetary amount for or condition of pretrial release from custody, normally set by a judge at the initial appearance. The purpose of bail is to ensure the return of the accused at subsequent proceedings. If the accused is unable to make bail, or otherwise unable to be released on his or her own recognizance, he or she is detained in custody. The Eighth Amendment (U.S. Const.) provides that excessive bail shall not be required.

The surety or sureties who procure the release of a person under arrest, by becoming responsible for his appearance at the time and place designated. Those persons who become sureties for the appearance of the defendant in court.

CHECK. A draft drawn upon a bank and payable on demand, signed by the maker or drawer, containing an unconditional promise to pay a sum certain in money to the order of the payee.

The Federal Reserve Board defines a check as "a draft or order upon a bank or banking house purporting to be drawn upon a deposit of funds for the payment at all events of a certain sum of money to as certain person therein named or to him or his order or to bearer and payable instantly on demand." It must contain the phrase "pay to the order of."

CLAIM. To demand as one's own or as one's right; to assert; to urge; to insist. A cause of action. Means by or through which claimant obtains possession or enjoyment of privilege or thing. Demand for money or property as of right, e.g. insurance claim.

With respect to claims to a negotiable instrument of which a holder in due course takes free, the term "claim" means any interest or remedy recognized in law or equity that creates in the claimant a right to the interest or its proceeds.

Right to payment, whether or not such right is reduced to judgment, liquidated, un-liquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, secured, or unsecured; or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, un-matured, disputed, undisputed, secured, or unsecured. Bankruptcy Code, § 101.

CONCLUSION OF LAW. Statement of court as to law applicable on basis of facts found by jury, Finding by court as determined through application of rules of law. The final judgment or decree required on basis of facts found or verdict.

Propositions of law which judge arrives at after, and as a result of, finding certain facts in case tried without jury or an advisory jury and as to these he must state them separately in writing. *See also* judgment.

DEBTOR IN POSSESSION. In bankruptcy, refers to debtor in a Bankruptcy Code Chapter 11 or Chapter 11 case either the debtor will remain in control of its business or assets or a trustee will be appointed to take control of the business or assets.

EQUITY. Justice administered according to fairness as contrasted with the strictly formulated rules of common law. It is based on a system of rules and principles which originated in England as an alternative to the harsh rules of common law and which were based on what was fair in a particular situation. One sought relief under this system in courts of equity rather than in courts of law. The term "equity" denotes the spirit and habit of fairness, justice, and right dealing which would regulate the intercourse of men with men.

Equity is a body of jurisprudence, or field of jurisdiction, differing in its origin, theory and methods from the common law; though procedurally, in the federal courts and most state courts, equitable and legal rights and remedies are administered in the same court. See Equity, courts of.

A system of jurisprudence collateral to, and in some respects independent of, "law"; the object of which is to render the administration of justice more complete, by affording relief where the courts of law are incompetent to give it, or to give it with effect, or by exercising certain branches of jurisdiction independently of them.

A stockholders' proportionate share (ownership interest) in the corporation's capital stock and surplus. The extent of an ownership interest in a venture. In this context, equity does not refer to a legal concept, but to the financial definition that an owner's equity in a business is equal to the business's assets minus its liabilities.

Value of property or an enterprise over and above the indebtedness against it (e.g. market value of house minus mortgage). See Real estate, below.

EQUITY, courts of. Courts which administer justice according to the system of equity, and according to a peculiar course of procedure or practice. Frequently termed "courts of chancery." With the procedural merger of law and equity in the federal and most state courts, equity courts have been abolished.

FINDING. The result of the deliberations of a jury or a court. A decision upon a question of fact reached as the result of a judicial examination or investigation by a court , jury, referee, coroner, etc. A recital of the facts as found. The word commonly applies to the result reached by a judge or jury. See also Decision; judgment; Verdict.
Finding of Fact. Determination from the evidence of a case, either by court or an administrative

agency, concerning facts averred by one party and denied by another. A determination of a fact by the court, averred by one party and denied by the other, and founded on evidence in case. A conclusion by way of reasonable inference from the evidence. Also the answer of the jury to a specific interrogatory propounded to them as to the existence or non-existence of a fact in issue. Conclusion drawn by trial court from facts without exercise of legal judgment. *Compare* Conclusion of law.

FINDING OF FACTS, See FINDING.

JURISPRUDENCE. The philosophy of law, or the science which treats of the principles of positive law and legal relations.

In the proper sense of the word, "jurisprudence" is the science of law, namely, that science which has for its function to ascertain the principles on which legal rules are based, so as not only to classify those rules in their proper order, and show the relation in which they stand to one another, but also to settle the manner in which new or doubtful cases should be brought under the appropriate rules, Jurisprudence is more a formal than a material science. It has no direct concern with questions of moral or political policy, for they fall under the province or ethics and legislation; but, when a new or doubtful case arises to which two different rules seem, when taken literally, to be equally applicable, it may be, and often is, the function of jurisprudence to consider the ultimate effect which would be produced if each rule were applied to an indefinite number of similar cases, and to choose that rule which, when so applied, will produce the greatest advantage to the community.

LEVY, v. to assess; raise; execute; exact; tax; collect; gather; take up; seize. Thus, to levy (assess, exact, raise, or collect) a tax; to levy (raise or set up) a nuisance; to levy (acknowledge) a fine; to levy (inaugurate) war; to levy an execution, i.e., to levy or collect a sum of money on an execution.

LEVY, n. A seizure. The obtaining of money by legal process through seizure and sale of property; the raising of the money for which an execution has been issued.

The process by which a sheriff or other state official empowered by writ or other judicial directive actually seizes, or otherwise brings within her control, a judgment debtor's property which is taken to secure or satisfy the judgment.

In reference to taxation, the word may mean the legislative function and declaration of the subject and rate or amount of taxation, or the rate of taxation payer than the physical act of applying the rate to the property, or the formal order, by proper authority declaring property subject to taxation at fixed rate at its assessed valuation, or the ministerial function of assessing, listing and extending taxes, or the doing of whatever is necessary in order to authorize the collector to collect the tax. When used in connection with authority to tax, denotes exercise of legislative function, imposed and fixing amount, purpose and subject of the exaction. The qualified electors "levy" a tax when they vote to impose it.

Equitable levy. The lien in equity created by the filing of a creditor's bill to subject real property

of the debtor, and of a 'lis pendens', is sometimes so called. The right to an equitable lien is sometimes called an "equitable levy."

LEVY COURT. A court formerly existing in the District of Columbia. It was a body charged with the administration of the ministerial and financial duties of Washington county. It was charged with the duty of laying out and repairing roads, building bridges, providing poorhouses, laying and collecting the taxes necessary to enable it to discharge these and other duties, and to pay the other expenses of the county. It has capacity to make contracts in reference to any of these matters, and to raise money to meet such contracts. It has perpetual succession, and its functions were those which, in the several states, are performed by "county commissioners." Overseers of the poor," "county supervisors," and similar bodies with other designations.

MEMORANDUM. To be remembered; be it remembered. A formal word with which the body of a record in the Court of King's Bench anciently commenced.

An informal record, note or instrument embodying something that the parties desire to fix in memory by the aid of written evidence, or that is to serve as the basis of a future formal contract or deed. A brief written statement outlining the terms of an agreement or transaction. Informal interoffice communication.

Under portion of statute of frauds providing that a contract not to be performed within a year is invalid unless the contract, or some memorandum of the contract, is in writing and subscribed by the party to be charged or his agent, the word "memorandum" implies something less than a compete contract, and the "memorandum" functions only as evidence of the contract and need not contain every term, so that a letter may be sufficient "memorandum" to take a case out of the statue of frauds.

This word is used in the statue of frauds as the designation of the written agreement, or not evidence thereof, which must exist in order to the bind the parties in the cases provided, The memorandum must be such as to disclose the parties, the nature and substance of the contract, the consideration and promise, and be signed by the party to be bound or his authorized agent. See UCC & sect; 2-201. See also contract.

ORDER. A mandate; precept; command or direction authoritatively given; rule or regulation. Direction of a court or judge made or entered in writing, and not included in a judgment, which determines some point or directs some step in the proceedings. An application for an order is a motion.

In commercial law, a designation of the person to whom a bill of exchange or negotiable promissory note is to be paid. An "order" is a direction to pay and must be more than an authorization or request. It must identify the person to pay with reasonable certainty. It may be addressed to one or more such persons jointly or in the alternative but not in succession. U.C.C & sect; 3-102(1)(b). With respect to documents of title, is a direction to deliver goods to a specified person or to his or her order.

REORGANIZATION. Act or process of organizing again or anew.

VOUCHER. A receipt, aquittal, or release, which may serve as evidence of payment or discharge of a debt, or to certify the correctness of accounts. An account-book containing the aquittals or receipts showing the accountant's discharge of a debt, or to certify the correctness of accounts. An account-book containing the aquittals or receipts showing the accountant's discharge of his obligations. When used in connection with disbursement of money, is a written or printed instrument in the nature of an account, receipt, or acquittance, which shows on its face the fact, authority, and purpose of disbursement.

Notes:

The Official State Office Known as "person"

This is the single most important lesson that you MUST learn. If you spend an hour to learn this material you will be rewarded for the rest of your life.

If you should discuss Hale v. Henkel with a run-of-the-mill attorney, he or she will tell you that the case is 'old' and that it has been 'overturned.' If you ask that attorney for a citation of the case that overturned Hale v. Henkel, there will not be a meaningful response or a case produced.

Hale v. Henkel was researched and what was found was this: "We know that Hale v. Henkel was decided in 1905 in the U.S. Supreme Court."

Since it was the Supreme Court who made the ruling, the case is binding on all courts of the land, until another Supreme Court case decision says it isn't. Has another Supreme Court case overturned Hale v. Henkel? The answer is NO! As a matter of fact, since 1905, the Supreme Court has cited Hale v. Henkel a total of 144 times.

A fact more astounding is that since 1905, Hale v. Henkel has been cited by all of the federal and state appellate court systems a total of over 1600 times. None of the various issues of this case has ever been overturned.

So, if the State through the office of judge continues to threaten to imprison or does imprison you, he/they are trying to or has forced you into the 'State created Office of 'person' while not being a party to their 'social compact.' As long as you continue to claim your Rightful Office of 'sovereign, the State lacks all jurisdiction over you. The State needs someone filling the office of 'person' in order to continue prosecuting a case in **their** private courts. [Note: most all court cases are void!]

The threat of jail or a hefty fine or a few weeks in jail puts intense pressure upon most 'persons'. Jail means the loss of work, respect, humiliation in the community, separation from home and loved ones, piling up of debts, possible fines, etc. Judges will aid in applying this pressure when they attempt to arraign you.

When brought into a crowded courtroom in chains, the issue of counsel will quickly come up and you can tell the judge that *"Are you addressing the debtor or the secured party, because I'm the 'secured party – third party intervener' in this matter over title to the property and that the name on the charging instrument is not m., I'm here for settlement and adjustment of the account!"*

Most things about your life are private and not the State's business to evaluate. If presented with papers to sign, do not sign them! At any time papers are presented to you to sign, ask the question "Is my signature on this document mandatory or voluntary?" "If it is mandatory, please provide the law that says that I must sign!" "If it's voluntary, then I do not wish to voluntary sign!" The import of this is that no one can force you to sign a contract or agreement... including the State via their agents/officers/employees.

In respect to privacy; every man or woman has the right to be let alone and be free from government intrusion into their private life. Anything in the public, i.e., public record is just that... its public and all have a right to see it. [See federal Constitution: Ninth Amendment]

If the judge is stupid enough to actually follow through with his threats and send you to jail, both the prosecutor and the judge will have misapplied the statute. You will be released and then you will have to move forward with a Tort for their misapplication of **their** statute(s) because you are not a party to **their** 'social compact (Constitution) and not a signatory to **their** Constitution!

The Supreme Court in the case of Wills vs. Michigan State Police, 105 L. Ed. 2d 45 (1989) made it perfectly clear that the Sovereign cannot be named in any statute as merely a "person" or "any person." The private man or woman is a member of said "sovereignty, itself remains with the People, by whom and for whom all government exists and acts."

Now that you know the hidden evil in the word 'person,' try to stop using that word in everyday conversation. Simply use the correct term; man, woman or private man, private woman, etc. Train yourself, your family and your friends to not use the derogatory word 'person'

The word "person" in legal terminology is perceived as a general word which normally includes in its scope a variety of entities other than human beings. See e.g. 1 U.S.C. sec 1. Church of Scientology v. U.S. Dept. of Justice (1979) 612 F.2d 417, 425.

One of the very first of your state statutes will have a section listed entitled "Definitions." Carefully study this section of the statutes and you will find a portion that reads similar to this excerpt:

In construing these statutes and each and every word, phrase, or part hereof, where the context will permit:

(1) The singular includes the plural and vice versa.
(2) Gender-specific language includes the other gender and neuter.
(3) The word "person" includes individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

NOTE: HOWEVER, THE DEFINITIONS STATUTE DOES NOT LIST MAN OR WOMAN -- THEREFORE THEY ARE EXCLUDED FROM ALL THE STATUTES!!!

Under the rule of construction "expressio unius est exclusio alterius," where a statute or Constitution enumerates the things on which it is to operate or forbids certain things, it is ordinarily to be construed as excluding from its operation all those not expressly mentioned.

Generally words in a statute should be given their plain and ordinary meaning. When a statute does not specifically define words, such words should be construed in their common or ordinary sense to the effect that the rules used in construing statutes are also applicable in the construction

of the Constitution. It is a fundamental rule of statutory construction that words of common usage when used in a statute should be construed in their plain and ordinary sense.
If you carefully read the statute laws enacted by your state legislature you will also notice that they are all written with phrases similar to these five examples :

1. A person commits the offense of failure to carry a license if the person. . .
2. A person commits the offense of failure to register a vehicle if the person . . .
3. A person commits the offense of driving uninsured if the person . . .
4. A person commits the offense of fishing if the person . . .
5. A person commits the offense of breathing if the person . . .

Notice that only "persons" can commit these state legislature created crimes. A crime is by definition an offense committed against the "state." If you commit an offense against a human, it is called a tort. Examples of torts would be any personal injury, slander, or defamation of character.

So how does someone become a "person" and subject to regulation by state statutes and laws ?

There is only one way. You must ask the state for permission to volunteer to become a state person. You must volunteer because the U.S. Constitution forbids the state from compelling you into slavery. This is found in the 13th and 14th Amendments.

13th Amendment - Section 1. Neither slavery nor involuntary servitude, except as a punishment for crime, whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

14th Amendment - Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law, nor deny any person within its jurisdiction the equal protection of the laws.

You become a state created statutory "person" by taking up *residency* within the state and stepping into the office of "person." You must hold an "office" within the state government in order for that state government to regulate and control you. First comes the legislatively created office, person, then comes their control. If you do not have an office in state government, the legislature's control over you would also be prohibited by the Declaration of Rights section, usually found to be either Section I or II, of the State Constitution as it operates upon the agent of government.

The most common office held in a state is therefore the office known as "person." Your state legislature created this office as a way to control people. It is an office most people occupy without even knowing that they are doing so.

The legislature cannot lawfully control you because you are a flesh and blood human being. God alone created you, and by Right of Creation, He alone can control you. It is the nature of Law,

that what One creates, One controls. This natural Law is the force that binds a creature to its creator. God created us and we are, therefore, subject to His Laws, whether or not we acknowledge Him as our Creator.

The way the state gets around God's Law and thereby controls the People is by creating only an office and not a real man. This office is titled as "person" and then the legislature claims that you are filling that office.

Legislators erroneously now think that they can make laws that also control men. They create entire bodies of laws - motor vehicle code, building code, compulsory education laws, and so on, ad nauseum. They still cannot control men or women, but they can now control the office they created. And look who is sitting in that office -- YOU.

Then they create government departments to administer regulations to these offices. Within these administrative departments of state government are hundreds of other state created offices. There is everything from the office of janitor to the office of governor. But these administrative departments cannot function properly unless they have subjects to regulate.

The legislature obtains these subjects by creating an office that nobody even realizes to be an official state office. They have created the office of "person."

The state creates many other offices such as police officer, prosecutor, judge etc. and everyone understands this concept. However, what most people fail to recognize and understand is the most common state office of all, the office of "person." Anyone filling one of these state offices is subject to regulation by their creator, the state legislature. Through the state created office of "person," the state gains its authority to regulate, control and judge you, the real human. What they have done is apply the natural law principle, "what one creates, one controls."

A look in Webster's dictionary reveals the origin of the word "person." It literally means "the mask an actor wears."

The legislature creates the office of "person" which is a mask. They cannot create real people, only God can do that. But they can create the "office" of "person," which is merely a mask, and then they persuade a flesh and blood man to put on that mask by offering a fictitious privilege, such as a driver license. Now the legislature has gained complete control over both the mask and the actor behind the mask.

A resident is another state office holder.
All state residents hold an office in the state government.
But not everyone who is a resident also holds the office of "person."
Some residents hold the office of judge and they are not persons.
Some residents hold the office of prosecutors and they are not persons.
Some residents hold the office of police officer(s) and they are not persons.
Some residents hold the office of legislators and they are not persons.

Some residents are administrators and bureaucrats and they also are not persons. Some residents are attorneys and they also are not persons.

An attorney is a state officer of the court and is firmly part of the judicial branch. The attorneys will all tell you that they are "licensed" to practice law by the state Supreme Court. Therefore, it is un-lawful for any attorney to hold any position or office outside of the judicial branch. There can be no attorney legislators - no attorney mayors - no attorneys as police - no attorneys as governor. Yes, I know it happens all the time. However, this practice of multiple office holding by attorneys is prohibited by the Constitution and is a felony in most states.

If you read farther into your state Constitution you will find a clause stating this, the Separation of Powers, which will essentially read as follows:

Branches of government -- The powers of the state government shall be divided into legislative, executive and judicial branches. No person belonging to one branch shall exercise any powers appertaining to either of the other branches unless expressly provided herein.

Therefore, a police officer cannot arrest a prosecutor, a prosecutor cannot prosecute a sitting judge, and a judge cannot order the legislature to perform and so on.

Because these "offices" are not persons, the state will not, and cannot prosecute them, therefore they enjoy almost complete protection by the state in the performance of their daily duties. This is why it is impossible to sue or file charges against most government employees. If their crimes could rise to the level where they "shock the community" and cause alarm in the people, then they will be terminated from state employment and lose their absolute protection. If you carefully pay attention to the news, you will notice that these government employees are always terminated from their office or state employment and then are they arrested, now as a common person, and charged for their crimes. Simply put, the state will not eat its own.

The reason all state residents hold an office is so the state can control everything. It wants to create every single office so that all areas of your life are under the complete control of the state. Each office has prescribed duties and responsibilities and all these offices are regulated and governed by the state. If you read the fine print when you apply for a state license or privilege you will see that you must sign a declaration that you are in fact a "resident" of that state.

"Person" is a subset of resident. Judge is a subset of resident. Legislator and police officer are subsets of resident. If you hold any office in the state, you are a resident and subject to all legislative decrees in the form of statutes.

They will always say that we are free men. But they will never tell you that the legislatively created offices that you are occupying are not free. They will say, "All men are free," because that is a true statement. What they do not say is, that holding any state office binds free men into slavery for the state. They are ever ready to trick you into accepting the state office of "person," and once you are filling that office, you cease to be free man. You become regulated creatures, called persons, totally created by the legislature. You will hear "free men" mentioned all the time, but you will never hear about "free persons."

If you build your life in an office created by the legislature, it will be built on shifting sands. The office can be changed and manipulated at any time to conform to the whims of the legislature. When you hold the office of "person" created by the legislature, your office isn't fixed. Your duties and responsibilities are ever changing. Each legislative session binds a "person" to ever more burdens and requirements in the form of more rules, laws and statutes.

Most state Constitutions have a section that declares the fundamental power of the People: **Political power** -- All political power is inherent in the People. The enunciation herein of certain Rights shall not be construed to deny or impair others retained by the People.

Notice that this says "people", it does not say persons. This statement declares beyond any doubt that the People are Sovereign over their created government. This is natural law and the natural flow of delegated power.

A Sovereign is a private, non-resident, non-domestic, non-person, non-individual, NOT SUBJECT to any real or imaginary statutory regulations or quasi laws enacted by any state legislature which was created by the People.

When you are pulled over by the police, roll down your window and say, "You are speaking to a Sovereign political power holder. I do not consent to you detaining me. Why are you detaining me against my will?"

Now the state office of policeman knows that "IT" is talking to a flesh and blood Sovereign. The police officer cannot cite a Sovereign because the state legislature can only regulate what they create. And the state does not create Sovereign political power holders. It is very important to lay the proper foundation, right from the beginning. Let the police officer know that you are a Sovereign. Remain in your proper office of Sovereign political power holder. Do not leave it. Do not be persuaded by police pressure or tricks to put on the mask of a state "person."

Why aren't Sovereigns subject to the state's charges? Because of the concept of office. The state is attempting to prosecute only a particular office known as "person." If you are not in that state created office of "person," the state statutes simply do not apply to you. This is common sense, for example, if you are not in the state of Texas, then Texas laws do not apply to you. For the state to control someone, they have to first create the office. Then they must coerce a warm-blooded creature to come fill that office. They want you to fill that office.

Here is the often expressed understanding from the United States Supreme Court, that "in common usage, the term "person" does not include the Sovereign, statutes employing the word person are ordinarily construed to exclude the Sovereign." Wilson v. Omaha Tribe, 442 U.S. 653, 667 (1979) (quoting United States v. Cooper Corp., 312 U.S. 600, 604 (1941)). See also United States v. Mine Workers, 330 U.S. 258, 275 (1947).

The idea that the word "person" ordinarily excludes the Sovereign can also be traced to the "familiar principle that the King is not bound by any act of Parliament unless he be named therein by special and particular words."

Dollar Savings Bank v. United States, 19 Wall. 227, 239 (1874). As this passage suggests, however, this interpretive principle applies only to "the enacting Sovereign." United States v. California, 297 U.S. 175, 186 (1936).

See also Jefferson County Pharmaceutical Assn., Inc. v. Abbott Laboratories, 460 U.S. 150, 161, n. 21 (1983). Furthermore, as explained in United States v. Herron, 20 Wall. 251, 255 (1874), even the principle as applied to the enacting Sovereign is not without limitations: "Where an act of Parliament is made for the public good, as for the advancement of religion and justice or to prevent injury and wrong, the king is bound by such act, though not particularly named therein; but where a statute is general, and thereby any prerogative, Right, title, or interest is divested or taken from the king, in such case the king is not bound, unless the statute is made to extend to him by express words." U.S. Supreme Court Justice Holmes explained:

"A Sovereign is exempt from suit, not because of any formal conception or obsolete theory, but on the logical and practical ground that there can be no legal Right as against the authority that makes the law on which the Right depends." Kawananakoa v. Polyblank, 205 U.S. 349, 353, 27 S. Ct. 526, 527, 51 L. Ed. 834 (1907).

The majority of American states fully embrace the Sovereign immunity theory as well as the federal government. See Restatement (Second) of Torts 895B, comment at 400 (1979).

The following U.S. Supreme Court case makes clear all these principles:

"I shall have occasion incidentally to evince, how true it is, that states and governments were made for man; and at the same time how true it is, that his creatures and servants have first deceived, next vilified, and at last oppressed their master and maker."

"... A state, useful and valuable as the contrivance is, is the inferior contrivance of man; and from his native dignity derives all its acquired importance. ..."

"Let a [political] State be considered as subordinate to the people: But let everything else be subordinate to the state. The latter part of this position is equally necessary with the former. For in the practice, and even at length, in the science of politics there has very frequently been a strong current against the natural order of things, and an inconsiderate or an interested disposition to sacrifice the end to the means. As the state has claimed precedence of the people; so, in the same inverted course of things, the government has often claimed precedence of the state; and to this perversion in the second degree, many of the volumes of confusion concerning Sovereignty owe their existence. The ministers, dignified very properly by the appellation of the magistrates, have wished and have succeeded in their wish, to be considered as the Sovereigns of the state. This second degree of perversion is confined to the old world, and begins to diminish even there but the first degree is still too prevalent even in the several states, of which our union is composed. By a state I mean, a complete body of free persons united together for their common benefit, to enjoy peaceably what is their own, and to do justice to others. It is an artificial person. It has its affairs and its interests: It has its rules: It has its Rights: and it has its obligations. It may acquire property distinct from that of its members. It may incur debts to be

discharged out of the public stock, not out of the private fortunes of individuals. It may be bound by contracts; and for damages arising from the breach of those contracts. In all our contemplations, however, concerning this feigned and artificial person, we should never forget, that, in truth and nature, those who think and speak and act, are men. Is the foregoing description of a state a true description? It will not be questioned, but it is. ..."

"It will be sufficient to observe briefly, that the Sovereignties in Europe, and particularly in England, exist on feudal principles. That system considers the prince as the Sovereign, and the people as his subjects; it regards his person as the object of allegiance, and excludes the idea of his being on an equal footing with a subject, either in a court of justice or elsewhere. That system contemplates him as being the fountain of honor and authority; and from his grace and grant derives all franchise, immunities and privileges; it is easy to perceive that such a Sovereign could not be amenable to a court of justice, or subjected to judicial control and actual constraint. It was of necessity, therefore, that suability became incompatible with such Sovereignty. Besides, the prince having all the executive powers, the judgment of the courts would, in fact, be only monitory, not mandatory to him, and a capacity to be advised, is a distinct thing from a capacity to be sued. The same feudal ideas run through all their jurisprudence, and constantly remind us of the distinction between the prince and the subject."

"No such ideas obtain here (speaking of America): at the revolution, the Sovereignty devolved on the people; and they are truly the Sovereigns of the country, but they are Sovereigns without subjects (unless the African slaves among us may be so called) and have none to govern but themselves; the citizens of America are equal as fellow citizens, and as joint tenants in the Sovereignty. Chisholm v. Georgia (February Term, 1793) 2 U.S. 419, 2 Dall. 419, 1 L.Ed 440."

There are many ways you can give up your Sovereign power and accept the role of "person." One is by receiving state benefits. Another is by asking permission in the form of a license or permit from the state.

One of the subtlest ways of accepting the role of "person" is to answer the questions of bureaucrats. When a state bureaucrat knocks on your door and wants to know why your children aren't registered in school, or a police officer pulls you over and starts asking questions, you immediately fill the office of "person" if you start answering their questions.

It is for this reason that you should ignore or refuse to "answer" their questions and instead act like a true Sovereign, a King or Queen, and ask only your own questions of them.

You are not a "person" subject to their laws. If they persist and haul you into their court unlawfully, your response to the judge is simple and direct, you the Sovereign, must tell him:

"I have no need to answer you in this matter. It is none of your business whether I understand my Rights or whether I understand your fictitious charges. It is none of your business whether I want counsel."

The reason it is none of your business is because I am not a person regulated by the state. I do not hold any position or office where I am subject to the legislature. The state legislature does

not dictate what I do.

I am a free Sovereign "Man"(or woman) and I am a political power holder as lawfully decreed in the State Constitution at article I (or II) and that Constitution is controlling over you.

You must NEVER retain or hire an attorney, a state officer of the court, to speak or file written documents for you. Use an attorney (if you must) only for counsel and advice about their "legal" system. If you retain an attorney to represent you and speak in your place, you become "NON COMPOS MENTIS", not mentally competent, and you are then considered a ward of the court. You LOSE all your Rights, and you will not be permitted to do anything herein.

The judge knows that as long as he remains in his office, he is backed by the awesome power of the state, its lawyers, police and prisons. The judge will try to force you to abandon your Sovereign sanctuary by threatening you with jail. No matter what happens, if you remain faithful to your Sovereignty, the judge and the state may not lawfully move against you.

The state did not create the office of Sovereign political power holder. Therefore, they do not regulate and control those in the office of Sovereign. They cannot ascribe penalties for breach of that particular office. The reason they have no authority over the office of the Sovereign is because they did not create it and the Sovereign people did not delegate to them any such power.

When challenged, simply remind them that they do not regulate any office of the Sovereign and that their statutes only apply to those state employees in legislative created offices. This Sovereign individual paradigm is explained by the following U.S. Supreme Court case **HALE V HENKEL**:

"The individual may stand upon his Constitutional Rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing there from, beyond the protection of his life and property. His Rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his Rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their Rights." Hale v. Henkel, 201 U.S. 43 at 47 (1905).

Let us analyze this case. It says, "The individual may stand upon his Constitutional Rights." It does not say, "the sovereign." There is a principle here is: "You're not signatory to the Constitution and not a party to the social compact."

However, the sovereign... "is entitled to carry on his private business in his own way." It says "private business" - you have a Right to operate a private business. Then it says "in his own way." It doesn't say "in the government's way."

Then it says, "His power to contract is unlimited." As a Sovereign individual, your power to

contract is unlimited. In common law there are certain criteria that determine the validity of contracts. They are not important here, except that any contract that would harm others or violate their Rights would be invalid. For example, a "contract" to kill someone is not a valid contract. Apart from this obvious qualification, your power to contract is unlimited.

Next it says, "He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing there from, beyond the protection of his life and property." The court case contrasted the duty of the corporation (an entity created by government permission – feudal paradigm) to the duty of the Sovereign 'man'. The Sovereign 'man' doesn't need and didn't receive permission from the government, hence has no duty to the government.

Then it says, "His Rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State." This is very important. The Supreme Court recognized that humans have inherent Rights. The U.S. Constitution (including the Bill of Rights) does not grant Rights. We have fundamental Rights, irrespective of what the Constitution says. The Constitution acknowledges some rights and via the Bill of rights, but only as they operate upon the agents of government by their oath of office not to violate them in respect to the people. And Amendment IX states, "The enumeration in the Constitution, of certain Rights, shall not be construed to deny or disparage others retained by the people." The important point is that our Rights antecede (come before, are senior to) the organization of the state.

Next the Supreme Court says, "And [his Rights] can only be taken from him by due process of law, and in accordance with the Constitution." Does it say the government can take away your Rights? No! Your Rights can only be taken away "by due process of law, and in accordance with the Constitution." "Due process of law" involves procedures and safeguards such as trial by jury. "Trial by jury" means, inter alia, the jury judges both law and fact.

Then the case says, "Among his Rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law." These are some of the supposed Rights of a Sovereign man. Sovereign men need not report anything about themselves or their businesses to anyone.

Finally, the Supreme Court says, "He owes nothing to the public so long as he does not trespass upon their Rights." Therefore, does the Sovereign man owe taxes?

If you should discuss Hale v. Henkel with a run-of-the-mill attorney, he or she will tell you that the case is "old" and that it has been "overturned." If you ask that attorney for a citation of the case or cases that overturned Hale v. Henkel, there will not be a meaningful response. The OUTLAWS have researched Hale v. Henkel and here is what we found:

As stated above, we know that Hale v. Henkel was decided in 1905 in the U.S. Supreme Court. Since it was the Supreme Court, the case is binding on all courts of the land, until another Supreme Court case says it isn't. Has another Supreme Court case overturned Hale v. Henkel? The answer is NO. None of the various issues of this case has ever been overruled.

So, if the state through the office of the judge continues to threaten or does imprison you, they

are trying to force you into the state created office of "person." As long as you continue to claim your Rightful office of Sovereign, the state lacks all jurisdiction over you. The state needs someone filling the office of "person" in order to continue prosecuting a case in their courts.

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PERSON

"The word "person" is a very general word and can be limited by the statutory rule of construction "noscitur a sociis." The rule of noscitur a sociis teaches that the meaning of a word in a statute may be determined by reference to its association with other words or phrases. 2A C. Sands, Sutherland's Statutes and Statutory Construction SS 47.16 (4th ed. 1973); cf. Lenhoff v. Birch Bay Real Estate, Inc., 22 Wn. App. 70, 79, 587 P.2d 1087 (1978). In light of the context, the word "person" should be interpreted to mean "corporation or company" (See 73 C.J.S. Property sec. 10, 63A Am Jur 2d Property sec. 2). The meaning of doubtful words may be determined by reference to their relationship with other associated words; Shurgard v. State, 40 Wash. App. 721, 700 P2d 1176 (1985), City of Mercer Island v. Kaltenbach, (Wash. 1962), 371 P2d 1009; 2A N. Singer, Statutory Construction SS 47.16 (4th ed. 1984). To properly construe the term "person", we must look to statutes in pari materia, Kucher v. Pierce County, 24 Wash. App. 281, 600 P2d 683 (1979);

The word "person" in legal terminology is perceived as a general word which normally includes in its scope a variety of entities other than human beings. See e.g. 1 U.S.C. ss 1. Church of Scientology v U.S. Dept. of Justice, 612 F 2d 417, 425 (1979).

The "ejusdem generis" rule requires that general terms appearing in a statute in connection with specific terms are to be given meaning and effect to the extent that the general terms suggest items similar to those designated by the specific terms. In short, specific terms modify or restrict the application of general terms where both are used in sequence. King County Water Dist. 68 v. Tax Comm'n, 58 Wn.2d 282 244 (1951). Under the rule of ejusdem generis, specific words modify and restrict interpretation of general words. Dean v. McFarland, 81 Wash. 2d 215, 221; 500 P2d 1244 (1972). The meaning of the general words, "includes every natural person, firm, co-partnership, corporation, association, or organization" are restricted by the specific word "corporation". "corporation" is defined in Black's Law Dictionary, 4th Edition, Page 409, as:

CORPORATION. An artificial person or legal entity created by or under the authority of the laws of a state or nation. ..."
See also BLACKS 6th which defines Corporation as:
"Corporation. An Artificial person or legal entity created by or under the authority of a state. An association of persons created by statute as a legal entity. The law treats the corporation itself as a person which can sue and be sued. ..."
The Washington State Sessions Laws of 1937, Chapter 227, [S.B. 256], and Page 1141, section 5 (b) defines "person" or word "company" as being the same, it reads as follows:
"(b) The word "person" or word "company," herein used interchangeably, means any individual, receiver, assignee, and trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture,

club, company, joint stock company, business trust, municipal corporation, corporation, corporation, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit or otherwise."

In anticipation that the state will argue that there has been a change in the language of the statute under which this charge is brought, it is submitted that the change is inapplicable, and ineffective to change the result required, as the previously existing laws control pursuant to the controlling Rules & Statutes, Article XXVII Section 1 of the Washington State Constitution states in part "...that all previous rights, actions, suits, proceedings, contracts or claims...shall continue as if no change had taken place." The federal Constitution also has a similar provisions at 1 Stat 122 and 2 Stat 298; and bring forward and certify and exemplify the law in pursuance to U.S. Constitution - Article 4 section 1 (1787 (1791)), and the R.C.W.'s (Revised Code Washington) contain a similar provision at R.C.W. 1.04.021. In construing the codes in title 46, then, the codes themselves are merely prima facie evidence of the law as recognized in "R.C.W. 1.04.021. Rules of construction--Prima facie law (1950); The contents of said code shall establish prima facie the laws of this state of a general and permanent nature in effect on January 1, 1949, but nothing herein shall be construed as changing the meaning of any such laws. In case of any omissions, or any inconsistency between any of the provisions of said code and the laws existing immediately preceding this enactment, THE PREVIOUSLY EXISTING LAWS SHALL CONTROL. [1950 ex.s. c 16 section 2]".

"Those statutes stand unrepealed, unabridged and unaltered and should be held to declare the law of this state." State v. Williams, 85 Wn.2d 29, 530 P.2d 225 (Jan. 1975). "The court has no authority to abrogate by rule a right guaranteed by the Constitution." State v. Pavelich, 150 Wash. 411, 273 P. 182 (1928). "Our State Supreme Court's decision on an issue of state law is binding on all lower courts until it is overruled by that court." State v. Gore, 101 Wn.2d 481-487, 681 P.2d 227, 39 A.L.R. 4th 975 (1984). See CrRLJ 1.1-DECISIONAL LAWS, & A.R.L.J. No. 9 (f) Statutes not Superseded. Nothing in this rule shall be construed to supersede existing statutes or subsequent amendments thereto. See also A.R.L.J. No. 7!!!
R.C.W. 1.04.021 and R.C.W. 46.98.020 require that the earlier statutes control.

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POLICE ENCOUNTERS and the TRAFFIC STOP

Anyone who has suffered the indignities and humiliation of a run-in with the law knows all too well the potential dangers involving an encounter with "law enforcement officials". Fines, confiscation of property, incarceration, loss of driving 'privileges', injury, and even death are all potential scenarios. It is a predatory system fueled by huge profits for municipal corporations, counties, judges, attorneys, crooked cops, and the prison industry.

The sixty-four thousand dollar question is how does one stay in control of a situation that is potentially threatening both physically and financially when you're out manned, out-gunned, and ill informed? Like most questions, the answer lies in understanding the nature of the game and how to influence the outcome to your advantage. If you understand the prime objective and the techniques employed in its achievement, you are more likely to influence a situation to your advantage.

It's only commerce. The first thing to understand about law enforcement officials, as agents/employees of the State corporation, is that their official mission is to raise money on behalf of their employer[1], more often than not sharing in the take. According to Bouvier's law Dictionary, *booty*, a spoil of war, is the capture of personal property by a public enemy on land, in contradistinction to prize, which is a capture of such property by such an enemy, on the sea. The right to booty belongs to the 'State'; but sometimes the right of the 'State', or of the public, is transferred to the agents/employees/soldiers, to encourage them...

All law enforcement today, including the National Park police, and Sheriffs, roll up to Interpol, which is a military organization. The police are a private army and have been at war with you since President Roosevelt, under color of law, altered the Trading With the Enemy Act, effectively declaring all Sovereign Americans to be enemies of the state.

On October 6, 1917, the UNITED STATES passed a corporate policy called the Trading with the Enemy Act. In Section 2, sub-section (c) of the Act it defines the enemy as "*other* than citizens of the UNITED STATES", *i.e.*, any individual not born in the District of Columbia, a territory, or possession of the UNITED STATES—the Sovereign people of America. Sovereigns are "foreign" to the UNITED STATES. Then on March 3, 1933, the Trading with the Enemy Act was again amended for the purpose of confiscating all private gold holdings. While the amendment only targeted "citizens of the UNITED STATES", the Executive Order calling in the gold was circulated throughout the 50 states of the Republic, implying that those "foreign" to the UNITED STATES were also obligated to comply with the order. The trick worked. A dollar of gold was exchanged for a dollar of debt. The debt was owed to the Federal Reserve Bank on which they charge interest in the form of the *Income Tax*.

UNDERSTAND: If you are a debtor/slave on the Plantation, you do not own the car/vehicle you drive. You do not hold a lawful title to it. You are under contract to the State via the Department of Motor Vehicles or whatever the agency is known by via the driver's license you hold as 'indicia' (evidence) of the contract.

By having the driver license is you admit that you are using the car/vehicle in a commercial capacity/use to haul people, property or freight for hire, in a vehicle owned by the State. The State compels you to have the license, registration and insurance because it's their car/vehicle! And you are SUBJECT to the Motor Vehicle (commercial) Code and have agreed to help the State raise 'revenue' through fees and tickets, tickets and more tickets! So, if you are stopped for some traffic matter and are licensed... you are in essence... TOAST!

When you walked into the DMV to register 'your' car, through the 'registration' process, you SURRENDERED the 'ownership' of the car/vehicle to the State. Oh, the Car Dealership had a lot to do with it as well, due to the fact that the dealership is registered agent of the 'State' and it is under orders to 'turn over' ownership and title of the car to the State. Do you remember signing that Power of Attorney?

As Secured Party Creditor (SPC), having 'registered' your property, the car, boat, motorcycle, etc., on a UCC-3, you have effectively established a 'superior security interest' in the property, over and above the State. You have in essence, placed a 'cloud' over the property, saying "I have a superior interest in this property and it is filed first-in-line-first-in-time"... unless anyone by prior notice via UCC filing, has a superior filing before yours! Your UCC filing becomes evidence of your Title to the property, and as referenced in your security agreement.

HOWEVER: in relation to your new found status (SPC) and your security interest and 'cloud' over the property... hopefully you will accept the fact that you are still ALL ALONE, no support base, and no protection in dealing with the 'State' and its officers and agents! That's why it is so important for you understand the necessity of the International Sovereigns Association as a 'separate' body politic... rather than being subjected to the current military/defacto/bankrupt and corrupt government and its sub-agencies known as States and Counties.

THEREFORE: In the remaining portion of this article, we will not address any 'encounters' Debtor/slaves on the Plantation may have as they are 'subject property' and 'subject' to the State DMV Code. Rather, we will suggest the basic steps that you might consider with an 'encounter' with the agent/officers on the highway.

At the highway 'STOP", keep in mind the primary purpose is commerce, some supposed violation of the code, via the 'citation,' equals revenue to the State.

Before discussing the mechanics and techniques of the police encounter it is very important for you to understand that the police and court system today is extremely corrupt and operates in many cases without authority, due process, or even the pretense of legality. If you have any illusions that you are living under a Constitutional system where your so-called civil rights are protected under the common law, you are seriously misinformed. **There is a high probability that you will be treated with contempt, and it is impossible to expect any kind of uniform results using ANY technique.** There are simply too many variables. If someone has experienced success with a particular approach and they were to repeat exactly what they did before (an improbability), under a different set of external circumstances, their results could vary.

Police are typically sociopaths. This is a profile that lends itself to corruption and the stresses and

rigor of police work. Police lie, cheat, steal, and plant evidence. They are experts at taking any information they are provided and turning it into reasonable suspicion or probable cause. They are practiced at intimidation and consider any gesture other than complete cooperation, a challenge to their authority. There are the 'Traffic agents' out on the highways and all they know is their job. They have no 'correct' knowledge as applied to the non-applicability of the Motor Vehicle Code to private people – private cars/vehicles! (See *MYTHOLOGICAL MOTOR VEHICLES* at the end of this article!)

Sure... the first objective of the Officer in dealing with you is to *form a contract*, such as "May I see your driver's license and registration?" or "Will you please roll down your window a little further!" Your immediate compliance is deemed contractual!

While it's just business, anyone can refuse to do business with anyone else—the Supreme Court has consistently upheld your right of refusal to contract. But officers have been known to break windows, spray 'pepper spray,' pull people from vehicles, and get rather rough to even shooting people! While we do not want to scare you, we do understand that any 'routine traffic stop' may be a terrifying experience, but you have a good chance of prevailing if you understand the mechanics of a police encounter.

With the above information in mind, maintain your composure and focus, while this is just business, while you may face verbal abuse and intimidation, Police encounters can involve any of the following three stages:

1. Consensual Contact

2. Detention

3. Arrest

Since approximately 80% of police encounters only involve consensual contact, 20% may involve the 'Traffic Stop' along the highway!

While in the past you were not expected to show identification if you are not in a vehicle, but most recently, the Supreme Court has recently ruled that the police may require one to identify them-selves anywhere at any time. Police will often ask you for identification such as driver's license or social security number so that they can run a police check/report or get you to lead them to your vehicle so that they can "look" for evidence to try and build a case against you. You are not required to give personal information such as social security numbers, even though you may be pressured to supply it. It's best to keep dialog in any encounter as short as possible. Clear, concise, statements and closed ended questions that can be answered with a yes or no are best. Remember also to avoid any Constitutional arguments.

IF YOU FEEL COURAGEOUS:

The following six questions are really all that is required to control most police encounters. They are simple and will generally solicit a predictable and reliable response, especially No. 5!

1. What is the nature of your inquiry?

2. Is that a request or a demand?

3. Do I have the right to remain silent?

4. Am I free to go?

5. Can anything I say to you or any documents I give to you be used against me in any criminal matter?

6. I am not refusing to cooperate. I am exercising my right to remain silent.

7. Since you are using color (pretense) of law, threatening me with bodily harm, and forcing me to do business with you against my will, I am happy to cooperate under duress. May I please have your business card?

Question one basically asks *who are you* and *what do you want*. Leading with this question solicits the officer to get down to business and right to the point. Always respond to any request for information or documents with "is that a request or a demand." If it is a request, ask "*do I have the right to remain silent*", followed by " *I free to go*?" Your encounter can be this short if you stay focused, and no demands are made. If the officer refused to let you go, you may remind him that,

> *When an individual is detained, without warrant and without having committed a crime (traffic infractions are not crimes), the detention is a false arrest and unlawful imprisonment.* If the officer goes silent, continue to ask, "Am I free to go?", until you receive a yes.

If a demand is made, ask question 5, C*an anything I say to you, or any documents I give to you be used against me in any criminal matter?*." This is a catch 22 for the officer. They are supposed to take an oath which binds them to their Constitution. This takes precedence over any request or demand for information. They may choose to repeat their demand, and possibly become uncivil. Just keep asking the question until answered. If you are not willing to stay the course because you feel that the officer may become violent, you can say S*ince you are using color (pretense) of law, threatening me with bodily harm, and forcing me to do business with you against my will, I am happy to cooperate under duress. May I please have your business card?"* **Then give them what they are requesting**. Make a mental note of what they say to you and make an affidavit of the incident as soon as possible in case you want to file a tort claim against them later. If they refuse to give you their card, memorize their badge number and/or name.

Then give them what they are requesting:

Whether at the beginning of the 'stop' or if you proceed with the above paragraph in the stop, when you determine when to produce certain information, you may provide a 'True and Correct Copy' of your UCC-1, a UCC-3 pertaining to the car/vehicle you are in and your SPC ID Card, and your 'International Driver's Permit, if you have one. If you have a 'State Driver License,' you better stipulate that you are not 'NOW' using the highways for profit and gain hauling people of freight for hire! (If you need a <u>good foundation</u> as to the RIGHT TO TRAVEL/Driver License Issue, order the book; 'Traveling by Right' from The American's Bulletin - $28.00 – shipping included!)

If you are threatened with arrest, let the officer know that "*kidnapping is a very serious charge*", and that you *do not consent to being arrested.* Keep in mind that the officer will do what he believes he can do. You, the secured party creditor has to do what you have to do! Collect the facts as to the situation and as soon as you can put it to paper write them down so they can become the facts in an affidavit to support your Tort!

A motorist was stopped on the freeway. Having rolled his window down a couple of inch, when the officer asked him for his driver's license, registration, and proof of insurance. He asked the question; "If I had such information (driver's license) and gave it to you, could you use it against me?" The officer called for 'back-up!' Four other officers arrived and then the supervising officer. The second officer on the scene walked over to the passenger window, raped on the window, and pointing to the glove box, shouted, "I need to see inside the glove box!" The motorist motioned him over to the driver's side of the car and once again asked the same question. The motorist asked the same question to each officer including the supervisor when they came to his window. After a huddle of the officers, eventually all the officers left except for the officer who originally made the stop. The motorist waited for a few minutes, started his engine, and drove off. The officer, who originated the stop, followed behind him to the next off ramp and as the motorist left the freeway, the officer continued on down the freeway.

The following Scenarios are included as additional information and may be used at your discretion:

SENERIO 1:

Motorist: (Window rolled down about one inch; both hands on steering wheel) What seems to be the problem, officer?

Officer: Would you please roll down your window a little further?

Motorist: How can I help you officer?

Officer: License and registration, please

Motorist: I do not consent to this conversation.

Officer: I said, "license and registration," now.
Motorist: I do not consent to this conversation.

Officer: (Placing his hand on his service revolver) If you don't hand over your license and registration right now I'm gonna drag you out of that car and take you to jail.

Motorist: (Rolling down window, smiling) Oh well, that's an entirely Different matter. Since you are using color (pretense) of law, threatening me with bodily harm, and forcing me to do business with you against my will, I am happy to cooperate under duress. Here is my license and registration. May I have one of your business cards, please? (Officer hands over a business card.) and here is a copy of the published Copyright Notice setting the terms of the consensual contract for unauthorized you of my common-law-copyrighted property. My name is copyrighted under common law and the fee for its use is fairly steep ($500,000.00 per occurrence), so you may want to look over the terms of the consensual contract that you would be entering into by writing my copyrighted property on any piece of paper.

Officer: What the hell are you talking about?

Motorist: I do not wish to do business with you, officer, but if you insist on it then I have the obligation to inform you of the fees associated with the use of my name, which is copyrighted. Should you decide to do business with me and accept the obligation for payment of the fees for unauthorized use of my copyrighted property, then I will send you a bill, which is payable in full in 10 days of the date I send it. The terms of the contract stipulate that you pledge all your tangible property as security for payment of the debt you incur for the unauthorized use of my name. If you do not pay within the 10-day period, legal title for all your property transfers to me. I am then free to take possession and dispose of it as I see fit, in order to recover the costs you incurred through the unauthorized use of my name, my copyrighted property. If you will give me your home address, I will bill you at home, rather than at the stationhouse.

Officer: I never heard of this one before. Is this some kind of joke?

Motorist: No, sir. This is extremely serious. My published copyright notice is also filed with the county recorder. That contract you have in your hands is official public record. Here is a certified copy of the filing. What I am saying is no secret or joke. I do not wish to do business with you, but if you insist and force me into it, I will cooperate —but you will be liable for the unauthorized-use fees for the use of my copyrighted property. Since you have threatened me with bodily harm, I am very willing to cooperate under duress. At this point the choice is entirely yours. What would you like to do?

Officer: Have a nice day. So long.

What happened here? The revenue agent (officer) for the insolvent municipal corporation used strong arm tactics in an attempt to bully the motorist into 'voluntarily' entering—and thereby accepting financial responsibility for—a commercial contract (traffic ticket). However, the con was preempted because the motorist never accepted any communication from the officer until the issue of duress was established, thereby nullifying any contract established thereupon. After the motorist adroitly established, on the motorist's terms, the parameters of the non-violent, consensual contract for the officer's unauthorized use of the common-law-copyrighted[2] TRADE NAME, the police officer then decided that the risk inherent in what the motorist was proposing far outweighed any potential gain that may have been realized in his attempted transaction with the motorist.

The traffic cop in the above example intended on "extracting revenue"[3] in the name of the motorist's Straw-man's TRADE NAME., by extracting the motorist's promise to appear and then pay, thus saddling him with the bill as surety for the TRADE NAME. The copyright notice short-circuits anyone from using your TRADE NAME for unauthorized commercial gain, the primary objective of every single government on the face of the earth.

SENERIO 2:

The following example illustrates how you might use the strategy outlined above. It consists of two parts. In the first part the "suspect" isn't informed about police practices or the techniques that can be used in order to demonstrate the kind of trouble one could open themselves up to. The second part uses the techniques to demonstrate a very different result.

The set-up involves a dispute between a male and a female who had been living together until just recently. The male (Martin) had just moved out and has discovered that the female (Sara) has removed some of his personal property from a storage locker that she controls. The extenuating circumstance is this: Martin has a credit card in the name of the nominee for an anonymous Nevada corporation that he has recently formed. Martin uses the card for general purchases and cash withdrawals. While the banks are not agreeable to a person using and signing on the credit card account of another, no statute is being broken here because there is consent between the contracting parties, Martin and the nominee. The incident starts when Martin goes to the Sara's apartment to request his possessions. After a few minutes of dialog she threatens to call the police. Martin, feeling somewhat threatened, leaves the door and walks to the garden area of the apartment complex and sits down on a bench to think about what to do. Within minutes two police officers are on the grounds spot him and begin their questioning:

Police: Are you Martin?

Martin: Yes.

Police: May I see your identification please?

Martin: I am not carrying any.

Police: Have you ever been arrested?

Martin: No (lying).

Police: We will need to see your driver's license.

Martin: It's in my car, I will have to get it.

Police: Let's go.

Martin: Leads the police officers to the street outside the apartment complex where his vehicle is parked. Martin opens the door, reaches inside his wallet and hands the police officer a small leather identification holder. The holder has a see through window showing his driver's license and also contains his nominee's credit card.

Police: (Looks at the license, then reaches for the credit card, pulls it out, and asks)—is this yours?

Martin: The card is on my bank account, but the name is the nominee of my corporation.

Police: (Calls the credit card fraud unit to send another officer over to investigate) (they are in Las Vegas)

Police: (Runs a report based on Martins drivers license information, but nothing comes back.)

Police: What's your Social Security Number?

Martin: I don't remember.

Police: You don't remember? Turn around! Put your knees up against the bumper (of the squad car) and put your hands behind your back. (Martin is handcuffed).

What happened here? Unbeknownst to Martin, Sara has alerted the officers about Martin's little credit card arrangement. The police went on a fishing expedition and Martin played right into their hands. They now have probable cause to arrest Martin, who goes to jail as a John Doe, until they can figure out who he is.

This scenario has all the elements referred as a *citizen informant* (having inside knowledge), a naïve suspect, and probable cause for an arrest. Martin cooperated fully (rolled over), and all of the information he provided was used against him. Martin was completely within his rights to remain silent, but he didn't know that. For this reason he was a mark—food for the system.

SENERIO 3:

Now let's use our understanding of police practice and the techniques to see how Martin may have handled this situation differently.

Police: Are you Martin?

Martin: What is the nature of your inquiry?

Police: We received a phone call relating to a disturbance in the building. Do you know Sara?

Martin: Is that a request or a demand?

Police: A request.

Martin: Can anything I say be used against me in any criminal matter?

Police: Yes.

Martin: Do I have the right to remain silent?

Police: Yes.

Police: May we see your driver's license?

Martin: Is that a request or a demand?

Police: A request.

Martin: If I were to show you my driver's license could it be used against me in any criminal matter?

Police: Yes.

Martin: I am not refusing to cooperate. I am exercising my right to remain silent.

Martin: Am I free to go?

Police: Not yet.

Martin: When an individual is detained, without warrant and without having committed a crime, the detention is a false arrest and false imprisonment.

Police: Silent.

Martin: Am I free to go?

Police: Yes you are free to go, but we don't want you to bother Sara again!

This time Martin controlled the encounter by asking closed ended questions to which he already knew the answer. Martin is sitting peacefully by himself, and there is no crime being committed. Whereas the police may have reasonable suspicion to detain Martin based on the information that they were provided, they recognize Martin's right against self incrimination. Martin has just saved himself a whole lot of headache by simply knowing how to use some basic information.

SENERIO 4:

The next two strategies are offered as examples of some other approaches that one might take. While good techniques, there is a lot more risk involved. The more verbose the dialog is, the greater the chance that you may be cut off mid stream while delivering your message. There is also the attendant risk that you might forget your lines, or fail to recall them under stressful circumstances. These techniques are designed to throw the police officer off guard by overwhelming him with information that sounds credible, and to which he must weigh the potential liability to him against whatever he hopes to gain in the encounter. If you run into trouble with these techniques, you could always return to the more conservative approach outlined above as a fallback position. Stay within your abilities and be safe.

Officer: Sir, may I see your driver's license?

Motorist: Sir, may I see your identification; your **bond card and number** and the **company or agency that you are bonded with?** (If they claim the State, ask for the State's Bonding Company)

Officer: What are you talking about?

Motorist: Well you know that in order to arrest me you need a bond (i.e. insurance) in case you violate my rights as a sovereign.

Officer: No, I don't know anything about that.

Motorist: Well, If you don't have a bond to protect my rights, then I am free to go and I am leaving. Because you cannot charge me or give me a ticket unless you are Bonded! Bye!

If you think this doesn't happen, think again. This is happening all over the country—a major breakthrough for "Sovereign" creditors who fund the bankrupt, debtor government corporations. Can you smell the coffee?

The traffic cop in the above example intended on "extracting revenue"[3] in the name of the motorist's Straw-man's DEBTOR/TRADE NAME, by extracting the motorist's promise to appear and then pay, thus saddling him with the bill as surety for the TRADE NAME. The copyright notice short-circuits anyone from using your TRADE NAME for unauthorized commercial gain, the primary objective of every single government on the face of the earth.

The last topics we will cover relates to travel documentation and the often asked question: "Are

there alternatives to automobile registration, driver's license, and insurance. The answers to these questions constitute a whole course in and of themselves, so we will only provide an overview.

On the topic of registration, if you go way back in your states early history near the introduction of the automobile, you will discover that once upon a time, automobile registration was only required for the commercial use of a vehicle, and still is! If you are not engaged in commerce (your vehicle is not for hire), the state has no business regulating your vehicle. In addition, a driver's license is a violation of your right/freedom to travel. (Again, see *MYTHILOGICAL MOTOR VEHICLE article!)*

States also have laws on the books which give you the option of using a liability bond in place of auto insurance. The bond option is not widely know or understood, and the state would like to keep it that way. If you are a Secured Party Creditor, you have unlimited liability, why not use it! If you prepare a bond in place of insurance, and show it should you be stopped, the officer is compelled to accept it. If not, ask the officer if s/he "is a lawyer and if s/he is making a legal determination. This should get their attention.

The driver's license issue is a little harder to deal with but it can be done. The background for understanding why the state is so insistent that you have one, is that next to the Social Security Card, the driver's license is the principle means of identifying and keeping track of you. The two definitions following this paragraph, gives you a feel for why they want you to have one. If you understand how the bankruptcy changed everything, including the form of "law" practiced today, you can grasp the reasons for this. Remember also, that you are an enemy of the state which is at war with you. (See *Trading with the Enemy Act*).

> **VEHICLE.** That in or on which persons, goods, etc. may be carried from one place to another, especially along the ground. That which is used as an instrument of conveyance, transmission or communication. Vehicle refers to every device in, upon or by which a person or property is or may be transported upon a highway. Black's *Law 6th Edition*
>
> > **Note:** According to the above definition, a transmitting utility is a Straw-man vehicle. Also, another definition for vehicle is an "inland vessel in admiralty".
>
> **VESSEL.** The term vessel, in admiralty law, is not limited to ships or vessels engaged in commerce. Black's *Law 6th Edition*
>
> > **Note:** In admiralty, names of vessel are designated in all-capital letters. Whenever you appear in any public forum it is always via your Straw-man, your all-capital-letters vessel, much like an officer stands on the bridge of his ship and sails it into port. All law is now admiralty/maritime and you can no longer go into court as a man or woman, only by "sailing your vessel" into the jurisdiction of the court. Everyone speaks from his/her vessel, in terms of one vessel-officer to another. Each is trying to get the other officer to recognize the condition of his/her vessel; i.e. its **registration**. If a vessel is unregistered on the high seas in time of **war** it is presumed or assumed to be *a pirate vessel to be confiscated and investigated.* If the vessel is registered, then the issue is exactly what public entity is it registered

to, and is that entity on the public side or the private? Your Straw-man is a transmitting utility—is a vessel—is an inland vessel in admiralty—is a public vessel—is a vehicle. In times of war (now) neutral vessels (Straw-men) require passports.

So yes, you can drive without a driver's license IF (the biggest word in the English language) you want to defend it all the time. Remember, a traffic stop isn't a good opportunity to educate your faithful servants on the fine points of Sovereignty/Redemption. If you know how to defend it successfully, you can build a local reputation, and they will leave you alone. If you travel widely however, you will be doing a lot of explaining as you go. Some who drive without a license as a secured party, elect to have private engraved license frame that say "SECURED PARTY CREDITOR—PRIVATE PROPERTY, followed by their UCC-1 contract number. While the 'frame' is not going to keep you out of trouble, it is notice!

On the question of travel documents, this is a tricky subject. It's hard to predict exactly what the officer's response might be. If you are looking for an alternative to the driver's license, carry whatever alternative you wish to use. If you're a secured party, it would probably serve you to carry a certified copy of your UCC-1, and UCC-3, and your private/liability bond. But anything more will probably cause problems. Officers have been known to throw documentation back at drivers, throw it on the ground, or fold it and put it in their pocket. But it's not your job to conduct impromptu Redemption classes along the roadside. It will be the rare officer whose interest will be piqued by what you are doing.

The best way to deal with the issues of adhesion contracts is to become a Secured Party Creditor. Attempting to rescind adhesion contracts is an effort that doesn't really bear much fruit. Number one, it will make your life inconvenient. Two, the matrix is more pervasive than just adhesion contracts. Three you can sign all of your paperwork with the State, "Without Prejudice" and preserve all of your rights. Four, adhesion contracts did not involve your consent, a necessary element to contract, so they can't be defended in court. So do exactly as you please—you're the Sovereign! Remember though, you are NOT to protest or go to war! Your to go to Peace, accept, discharge and file a Tort claim, if necessary!

However, remember, the 'Traffic Officer' is an employee/agent of the State Corporation. They are there to solely protect the property of the 'corporation,' and regulate the 'subject property/debtor slaves on the plantation via enforcement of private rules, statutes, etc., i.e., Driver's License, Registration, Insurance, etc., but technically, only if you are engaged in commercial use, occupation or professional of the use of the highways for profit or gain in a commercial use of said highways. If not, there is misapplication of the statute, law, etc. So as the Secured Party Creditor, as the Oregon State Statutes state (as an example); Tort is the exclusive remedy. Therefore, due to this section on Traffic, courts, etc., on a case by case situation, you have to do whatever you have to do to deal with the matter as best you can. But keep in mind, if any agent/employee misapplies the statute, law, etc., your ONLY REMEDY IS TORT!

Tort deals with the 'moral wrong(s)' committed against you. What's the basis for the 'moral wrong' – misapplication of the statute! The fact that you are not a signatory to the State (or federal) Constitution and that you are not a party to the 'social compact.' (state Constitution) So

the question is, then, how does the Motor Vehicle Code operate upon you if you are not a party nor signatory to their private compact? [The 'ACD PACKET' deals with Tort at both the state level and federal level, with instructions and is available from The American's Bulletin for $30.00]

[1] They tell you their mission is to protect and serve, but this is just a smoke screen. The system from the District Attorney down is designed to look good to all the class one ostriches that elected the 'officials' in charge of the system. These are the same people that form the pancake juries that are responsible for the unusually high conviction rates across America. They have been conditioned to please authority first and ask responsible questions later.

[2] Regarding the issue of copyright infringement, there is really no problem with people using copyrighted property—unless they use it for commercial gain.

[3] Before the bankruptcy in 1933, United States Notes could be redeemed in "lawful money of the United States". This practice ended in 1933 when the United States went into Bankruptcy. Since then, we have been on the "promise to pay" standard and all demands for payment constitute an issue of public currency. A promise to pay creates "money", and is what funds your mortgage, auto loan, credit card purchases, and every other kind of 'loan' you take out (including traffic tickets).

IF YOU ARE TAKEN TO JAIL

This page does not have to go into any lengthy detail. Remember, if you are taken to jail via a 'fresh arrest,' try to get the names of the officers involved in your arrest who cause the most injury, threats or pain. Try to keep the details of your 'fresh arrest' in your head, as most likely, they won't give you paper & pencil. DO NOT SIGN IN, DO NOT ANSWER QUESTIONS, GIVE FINGERPRINTS, ETC., ONLY AFTER THEIR THREATS, AND DO NOT SIGN WHEN YOU'RE GETTING OUT. As soon as you are out, you need to do up an affidavit of all the facts of that unlawful arrest! It is best if you have someone that has your power of attorney to assist you in these matters until you are out.

But, when you find yourself in a jail cell... for whatever reason you've heard the story, seen it in the movies... that you have a right to ONE phone call. So the question is "who do you call?" Well, it's not to call your lawyer (God forbid!), your girlfriend, your pastor, the bondsman, your buddy or your bookie! THE ONLY REASON FOR THE ONE PHONE CALL IS TO CALL A/THE JUDGE!

Seek the name of the judge and try to get the phone number from the jailers. Be businesslike and polite, but firm! It is part of your 'Due Process', as they say... you have the right to one phone call! Merely state that you need the number so that you can **request an appearance bond without fees or cost**. This must be requested preferably before your arraignment.

Note; The Appearance Bond is the Bond that the Prosecutor puts up to bond the action brought forward by the traffic officer/cop or he himself. They created the 'action,' they have to bond the action in the event that they injure you in their misapplication of statutes or other injuries that may occur!

If you are denied the phone call, then make the request at the next available opportunity, either with any 'agent' to comes to you and or when you are taken into court for arraignment. Remember, you want the 'Appearance Bond' as part of your due process, and if the judge produces the bond, you can state that you "accept the bond for value, I do not intend to challenge the facts of the case" (or it can be stated;) "I plead guilty to charges in behalf of the defendant/debtor, but that's not me... and I request the court to discharge the charges via the Bond and I request that the Bond be released to me."

If the judge denies the 'bond,' he then has denied you remedy (due process), committed commercial fraud, (as the charges are not laid on you, but on the corporate fiction Defendant/debtor), and since you cannot pay the fine or pay off the commercial charge, and can only be 'discharged,' and being the 'insurance policy' via the bond is created by the prosecutor or some other agent via the 'case,' is to be brought forward to indemnify the man/creditor/sovereign, in light of the bankruptcy, as everything is insured! But the system most always get's the 'arrestee' (you) to bond the case yourself or get you to plead guilty... and or consent to the charges!

If the bond is denied, at your next available opportunity, and or with someone you have given

power of attorney to if you are still incarcerated, you can exercise your exclusive remedy... and that is a Tort Claim!

A FEW CASE CITES
LISTED HERE FOR REFERENCE ONLY!

When an individual is detained, without warrant and without having committed a crime (traffic infractions are *not* crimes), the detention is a false arrest and unlawful imprisonment:

DAMAGES AWARDED

TREZEVANT v. CITY OF TAMPA,741 F2d 336 (11th Cir. 1984) Motorist illegally held for 23 minutes on a traffic charge was awarded $25,000 in damages. (Sets foundation for $75,000/hr., 1,600,000/day)

CIVIL RIGHTS

SANDERS v. ENGLISH, 950 F2d 1036 (6th Cir. 1992) False arrest, illegal detention (false imprisonment), and malicious prosecution are recognized as causes of action under Title 42 Section 1983. (...and TORT!)

PRECEDENT

JAMES v. KENTUCKY, 466 US 341, 80 LED 2d 346, 104 S Ct. 1830 (1984) The supreme court held that State statutes did not take precedent over Constitutional law.

MOYA v. US, 761 F2d 322 (7th Cir. 1985) People are entitled to refuse to provide information to police. Moya went to the supreme court and back. (held to be valid)

Padelford, Fay & Co. v. The Mayor and Alderman of the City of Savannah, 14 Ga. 438 (1854) "But, indeed, no private person has a right to complain, by suit in court, on the ground of a breach of the Constitution. The Constitution, it is true, is a compact [contract], but he is not a party to it. The States are a party to it. . ."

emphasis added.

Plus: if you are coming into the understanding of things read previous and to what's going on in the courtroom (business), the following is presented for your edification:

COMMENT BEFORE THE JUDGE

"I demand an appearance bond or a personal recognizance bond be issued forthwith, and respectfully demand a waiver of the fees and costs, so I can appear and plea to the charges during which I will stipulate to all the facts and accept and return the same for full settlement and closure in the transaction."

The bond indemnifies the action, he's asking for fees to waived so that he can pled to the charges in behalf of his Debtor/defendant *as identified on the charging instrument*, but that's not me and I do not intend to challenge the facts (because you cannot argue them and the defendant is guilty) and I'm here for settlement and adjustment of the account so upon your judgment/presentment... I will accept it for value and return it for discharge to settle the matter!

Judge may go, "Case dismissed, or he may just run out of the court room!" WHY? Cause now, the judge is acting as an unlawful debt collector for an invalid debt that the other parties defaulted on already! If the judge rules against you, or debtor, or whatever to cause commercial injury or misapplication of the statute, your ONLY remedy is Tort!

ALL DAY—EVERY DAY

by Linda L. Kennedy, Attorney at Law
and Virginia Jailer – By permission

It is unusual that any attorney, let alone a conservative attorney, would dare to speak out against the judicial system and its supporting agencies for several reasons, only some being obvious. But for me to sit in front of some of the news shows night after night, hearing the debate over the woes of the Military Courts and how we are known for our Civil and Criminal Due Process Rights, and at the same time picturing in my mind the many people who have been hoodwinked and even ruined by this so called "just" system, is not tolerable to me.

Linda L. Kennedy, Attorney at Law

Dear Media:

I realize that some of you may not be aware of the deception that the "due process/Constitutional attorneys" are spewing out on our airways, but let me set that record straight for you on military courts -- and I hope you have the guts and integrity to report it. I have heard of no one who is saying on the air what I have to say today. Many unfortunate citizens know and agree with what I will be describing to you. That is why I am writing, because it must be said and you must hear it from an otherwise, conservative attorney. Additionally, I had just recently met with a former Attorney General of the United States. Although he indicated that the judicial system needs fixing, for him it was all about one political party being right while the other one was wrong. That is absolutely not the problem.

Because this point of view I am presenting will be surprising coming from a "conservative" (trained at Pat Robertson's Regent University School of Law) attorney, I hope you will see how ridiculous the Military Court v. Civil/Criminal Court's debate actually is and the legal fiction the distinction between the two creates. The public should not be fooled by these "scholars" who try to paint a difference between the two systems which are in all practicality, the same.

Additionally, I have put myself in grave jeopardy because I dare speak out against the "gods" of some of the courts, i.e., some of the judges, and their government agencies, for obvious reasons. It has been and still is professional suicide to say what I have to say and I have certainly "walked the plank" more than just a few times for being so outspoken in a way that is not "big-business friendly." What I have to say must be said however, for the public's best interest.

Most of what I am hearing on the air which is of concern to some of the Constitutional attorneys being interviewed, is that the Military Courts may be unfair because they do not allow for adequate discovery (turning over of evidence to the opposition so that the defense can prepare a case), they have quick trials and secretive hearings, they will incorporate biased judges, they have no juries, and possibly no appeals. The bottom-line is simply: All of this debate has to do with protecting civil rights. I want to show you why this debate is moot in practicality, and by not having the following view as a part of any discussion, is misrepresenting the real problem to the public. In comparing these courts, we need to actually look at what civil rights the people are

actually receiving and then compare the courts. Let's not look at the situation in a test tube any longer. Here is what I am telling you is happening, not only as a scholar, but as a practicing attorney who gets to see the inside of a courtroom all day-every day.

My claim which I can support with volumes of hard evidence including testimony, transcripts, etc., is that some of our courts are already unconstitutionally acting as military courts against the people today. Many individual plaintiffs that go into our courts (depending on which courts) get to learn this shocking lesson all by themselves, and then after the dusts settles, they get to try to pick up the pieces of their lives once they have truly experienced the tyranny of our own corrupted system which ignores our Constitutional Rights daily. Because the reality is kept so secret from the public at large, and because many news agencies will not inform the public of the horrendous condition of these courts, the public is totally unaware of the injustices happening daily; only to find out if they are unfortunate enough to get caught up in the "vortex" of the judicial system -- with only fleeting hope of ever getting free of it with their shirts still on their backs!

Our civil rights are not protected now, even though the Constitution guarantees them, since some of the courts ignore the Constitution regularly when it actually secretly, quietly, and quickly dismisses our cases, without so much as a hearing, without so much as a right to an appeal (rubber stamped "denied" without so much as an opinion as to why we lost, which then goes into an "unpublished opinion" file at the discretion of the court so that nobody else (not even attorneys) know that the case existed, and it does not affect precedents). These courts openly and willingly allow one side (usually the defense in civil cases, and the prosecutors in criminal cases) to commit repeated perjury and allow it to thwart discovery requests (the lawful and mandatory turning over of documents which allows the opposition to know what the issues are). If these examples do not fit into the concerns of the Constitutional "scholars" over the Military Courts what does?

I ask you, why are so many special interest corporations funding judicial and governmental officials to go on trips and to hear "pro-corporation" seminars? Doesn't this sound a little bit like a biased court would result from such junkets? This is happening regularly within our state and federal systems, without hardly a word from the media. Why else would the Congress be so concerned over appointments and the personal stands each judge has on issues? It is because Congress knows that an unbiased and impartial judiciary is nonexistent when it comes to special interest groups and any poor plaintiff and/or that attorney that tries to challenge it will pay dearly for daring to do so.

Would you be surprised to hear from two people who actually had their judge's fall asleep during the trail, only to take the decision away from the jury once awakened, and then dismiss it without the benefit of due process? Of course, big business won again. The special trips and seminars for judges pay off. One case was dismissed after the judge used 19 facts that were not even admitted into evidence (that is like not allowing for discovery as military courts are professing to do). This is forbidden by law. Appeal was denied, and the opinion was unpublished like about 90% of the opinions in the 4th circuit so that nobody is the wiser. What about a judge that dismisses a defamation claim against an insurance company, saying that the plaintiff should not have filed a suit, because money is more important than reputation anyway, and that she should read some

books because everyone knows that. Doesn't it make you wonder which big-business supported that decision? What about a judge who refuses to acknowledge "blacklisting" as a law, even though Congress/General Assembly made such a law to be enforced by the courts? Would you be surprised that in both of these cases described above, the plaintiff got sanctioned (assessed fines and fees against them) for daring to bring these cases into court? I ask you then, in reality how is our present court system any different from the Military Courts to which so many are taking offense?

Besides me, I know of only one other attorney who is trying to bring these abuses to light. She stepped down from a government position because of all of the corruption for which she did not want a part. She filed suit and clearly showed the corruption of a particular city's police, attorneys, and judges. Not only was she sanctioned for daring to bring such a case forward, but those she exposed placed a gag order on her, every single pleading ever filed is sealed so that nobody can find out about this corruption, and she is regularly arrested by that city's police as punishment. To top it off, although the case was never heard on the merits, she was sanctioned about $18,000 and she has approximately another $200,000 waiting for her in our wonderful 4th Circuit Court. That is what happens to those few of us who dare to expose what is really going on in this corrupt system. Sounds like something we would describe might happen under the reign of the Taliban doesn't it? Certainly this is worse than any military court which will at least have some scrutiny placed on it.

How would you feel if you were judged by a judge who liked to use the word "nigger" and derogatorily acts in a stereotypically "poor black from the 1800's manner" after he finds an African American guilty? How about a judge who proudly claims that he does not find for employees in employment law cases (how's that for unbiased judges).

Why then is the issue Military Courts v. Civil/Criminal Courts when, practically, there is no difference? If you look at the statistics, and open your forum to citizens who have been a part of actual court proceedings in certain jurisdictions including federal jurisdictions, you will clearly find that some courts are treating their supposedly open courts as if they were Military Courts -- and getting away with it daily. I will show you just one Federal Circuit who routinely violates our Constitutional Rights daily with the blessing of the Court of Appeals, but only one for brevity sake. Please note that this is not my only example.

Take the Federal 4th Circuit located in Virginia. There exists a Title VII statute that allows for a plaintiff in a "protected class" to file suit against employers who treat them wrongly because of their race, color, sex, national origin, or religion. Just in the year 2000 which is the last full year of statistics, the 4th Circuit Court of Appeals heard 11 cases on appeal from district courts (not counting unpublished opinions and all the other district court cases which were quietly and secretly dismissed). Of these cases all 11 were decided in favor of the defendant (big-business) at the district court level. One of these was even heard by a jury (Conner v. Schrader-Bridgeport International, Inc., 227 F.3d 179 (4th Cir. 2000)) and the jury found for the plaintiff. Let me explain. Getting to a jury in the 4th Circuit is almost unheard of in employment law cases although it is granted as a right under Title VII. In spite of the jury finding in favor of the plaintiff, the district court judge then proceeded to take the case from the jury and find for the defendant anyway (How's that for due process?) Furthermore, of these 11 cases, all had been

decided for the defense on summary judgment (judge refuses to provide for a trial for the plaintiff), or judgment as a matter of law (judge decides that even though the jury may have been present, they do not get to decide the case at all).

Because I have taken part in cases like these and regularly have to tell my client "don't even bother going to this court for justice," I will absolutely guarantee you that much of the evidence was obviscated by the defense and the judge was absolutely no assistant of justice in making the defense turn over the evidence it was hiding. In fact, if the plaintiff gets his/her hands on a document of the employers which could prove the truth; one that the defense is falsely claiming they don't have, the judge then finds that it is "stolen," and makes the plaintiff return the document to the defense. The defense then can continually claim that the document does not exist even though the court knows that is not true and that perjury has been committed.

Additionally, these judges are repeatedly "wined and dined" by big-business with big corporate interests (Please see "www.Tripsforjudges.com" for my information here). According to Tripsforjudges.com, judges have been sent on vacations even as far as Israel by big-business. Also the Foundation for Research on Economics and the Environment (FREE) and the Liberty Fund pays for these vacations for judges which are, coincidentally, very close to their headquarters for "seminars." One judge even received a trip for he AND HIS SON, by businessman Mr. Hank Jones. How's that for unbiased Judges?

FREE is a nonprofit organization that advocates reliance on the free market and private property rights, instead of environmental laws to protect the environment. Obviously, any tenant, employee, environmentalist, and anyone else challenging the acts of one of these interests is in for a surprising, and rude, awakening. Judges who attend their lectures are indoctrinated into the emphasis of property rights and market processes according to big-business interests. FREE gets its funding directly from corporations, foundations of large companies, and from prominent conservative foundations. FREE receives 1/3 of its budget directly from corporations such as Shell Oil Company Foundation, Burlington Resources Foundation, General Electric Fund, Temple-Inland Foundation, and Kock Oil (Lambe Foundation). Foundations which support FREE are Sarah Scaife, Carthage Foundations, and the John M. Olin Foundation. These foundations are among the largest supporters of nonprofits that challenge environmental regulations in federal court. How's that for unbiased Judges and the possibility of a citizen of the United States receiving a full and fair hearing under the law?

Liberty Fund was founded by businessman Pierre F. Goodrich. The Liberty fund makes grants directly to conservative and libertarian organizations such as the Cato Institute, the Center for the Study of Federalism, and the Political Economy Research Center. The Liberty Fund not only hosts its own seminars for judges, they also fund those of philosophically aligned groups. The Liberty Fund has over $202 million in assets and in 1997 alone spent $1.6 million (1/5 of their total budget) sponsoring meetings and seminars for federal judges and other government leaders.

If there is any doubt about the biased, unfair, and unconstitutional nature of the judicial make-up and decisions that would rival any military court in the land, then consider that all but one of the judges currently sitting on the 4th Circuit Court of Appeals bench has previously worked with a firm whose primary practice area was civil defense (big-business).

It is unusual that any attorney, let alone a conservative attorney, would dare to speak out against the judicial system and its supporting agencies for several reasons, only some being obvious. But for me to sit in front of some of the news shows night after night, hearing the debate over the woes of the Military Courts and how we are known for our Civil and Criminal Due Process Rights, and at the same time picturing in my mind the many people who have been hoodwinked and even ruined by this so called "just" system, is not tolerable to me. The Constitution is to be honored in that it does provide the citizens of this country with due process and other very valuable rights necessary to keep a society truly free. Unfortunately, as Thomas Jefferson and many others have warned, the system is only as good as those who oversee it. Unfortunately, those who presently oversee it are "Big-Business" and their advocates. Why else would we be willing to bail out the insurance industry, some of whom regularly deny otherwise valid claims, hire fact-witnesses to lie, change doctor reports, etc., at the expense of the people and with total "selective-ignorance" by the Courts and the State Bars who oversee attorneys who do this? In fact, these attorneys who do this are sometimes our next Bar president or Judge. Only those who fight this system are harassed.

Was the Judge who said money is more important than reputation really telling the truth? Should I just read some books so that I too will believe that is the "American Way?" It sure sounds like it, as it is the present state of affairs which is being selectively ignored by those who should be speaking for the people. The Constitution still exists for the protection of the people through due process and other valuable rights. If we are going to ignore it daily, however, then at least let us not pretend that there is a difference between Military and Civil/Criminal Courts.

As you can see, the Military or Civil Court debate is moot because the Military system is already in place and has been in place for years, applied against our own shocked, but now "court-hardened" citizens. Many of them are speaking out in frustration, because no media dares to expose this oppression which is likened to the sad days of slavery in America. Attorneys also know what I am talking about, but until they value the people more than their own pocket books and their distinguished professional careers, then our profession will continue to claim that the "Emperor has clothes" and that there is a difference between the unconstitutional Military Courts and the Civil/Criminal Courts by which the people are continually being terrorized. As President Bush has said, terrorists need to be "rooted out." In this case, either the media is with the people or with those who practice judicial terrorism at the expense of our citizens. Come on American Media -- start telling the whole story; "Let's Roll."

Sincerely,

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The following article appeared in The American's Bulletin, May/June 2003 issue and is presented for your edification:

THE MYTHOLOGICAL MOTOR VEHICLE

By The Travelers Guide

From Webster's New International Dictionary, 2nd Edition:
Myth is defined as "1. A story the origin of which is forgotten, that ostensibly relates historical events which are usually of such character as to serve to explain some practice, belief, institution...". Some people believe that they drive a motor vehicle, some actually do, and most do not.

A few vehicles powered by motors are beginning to appear on our modern highways. There were a few vehicles powered by motors as our society emerged from the horse and buggy mode. Most were powered by, and still are, engines.

The Vehicle Code of the several states is a legitimate exercise of the police power reserved to the states. The police power is exercised by Executive Branch Organizations, also known as "agencies", and is intended to secure the health, safety and welfare of the public. Police power must be exercised within Constitutional constraints inherent in the enabling clause, adopted upon entry by each state to the Union. Under such constraint, police power cannot impinge upon the people's Constitutionally secured rights.

Commercial interests, by nature, being driven by profit motive, have always been the object of executive branch organization or state agency (hereinafter "agency") policing. While many businessmen are upright, the temptation is always at their elbow to cut a corner. Agencies, with a few notable exceptions, establish and enforce rules, consistent with their legislative mandate, to protect the public from unscrupulous business practices, in part by requiring examination and licensing of various tradesmen and professionals. The legislative language of the state of Oregon defining "license" is: "...permission required by law to engage in any commercial activity, trade, occupation or profession."

I am a former father who, out of concern for his son and children generally, devoted fourteen consecutive years to lobbying for family law reform. One of the bills I opposed would, and now does, provide that a dead beat parent (at least we got the dead beat (ad language gender neutralized) could lose his or her driver's license. At the next legislative session it was brought to the legislature's attention that ex-spouses of doctors, lawyers, architects and other professionals were entitled to equal protection against non-payment of child support. My dawning of consciousness, a driver license is another professional license! A license or privilege is granted by the state to a qualified (maybe) person to protect the public from unscrupulous or incompetent business operators. What the state gives the state may take away.

I had heard rumors that the Driver and Motor Vehicle Services Division (hereinafter DMV) might be running a scam. My first "official" confirmation of this came from a trip to Multnomah County's Central Library. While strolling the stacks, looking for the point at which to begin my research, I was literally touched near my knee by the General Laws of Oregon, 1921. The

"General Laws" is the term referring to legislative enactments made by Oregon's Legislature during the first half of the nineteenth century, now the same thing is referred to as "Oregon Law". These journals of legislative activity are distinct from the "Revised Statues", which are regularly edited into contextually appropriate volumes by, the: staff of Legislative Counsel (the legislature's attorney). If you want to look at General Laws at the Multnomah County Library now, you must fill out a request slip asking that they be brought up from the basement.

In a "special session" of 1921, Oregon's Legislature exercised its police power in re-enacting the Vehicle Code. To meet an emergency created by the use of heavy haulers causing damage to the public's highways, it was declared that all vehicles transporting persons and property for compensation would be charged fees to offset the cost of maintenance and, along with their operators, be subject to regulation.

Later, I wrote to the attorney for the Oregon Legislature, Mr. Greg Chaimov, and asked him where the most recent legislative definition of motor vehicle was to be found. His unequivocal answer was that it is to be found in the General Laws of Oregon & 1925, Chapter 380. The purpose paragraph, which appears above the text and provides context in a summary of the act, is language very similar to the 1921 version. Legislative purpose is expressed as: We, the legislature intend to "impose a charge upon motor vehicles for the use of such highways in the transportation of persons and property for compensation..." In the definition section:

Motor Vehicle. *"motor vehicle" means any self-propelled vehicle moving over the public highways of this state and not moving, operated, or driven upon fixed rails or track. It includes motor trucks and motor buses and trailers, semi trailers and other trailers used in connection therewith.*

Note that "includes" is an exclusive term. That which is not within the list of "included" is not there, unless the phrase "but not limited to" follows. In the 1925 re-enactment "compensation" was defined in minute detail to include, but not limited to, barter, futures, and securities. Apparently some truckers were hauling on the promise of a percentage of the value of the load they were transporting. Additionally classes of regulated "motor vehicles" were established based on weight and tire width.

In 1927, responding to police zeal in enforcement of the registration provisions of the Vehicle Code upon businessmen's automobiles, the legislature inserted a paragraph describing a list of business uses that are exempt from regulation. In no uncertain terms, our elected representatives clarified that regulated "motor vehicles" are those actually transporting persons and property for compensation. Motor vehicles are not to be confused with those used to merely travel to sales meetings or going somewhere incident to business. (Depending on what the subsequent legislative record shows, this could be the basis for penalties against peace officers for assailing automobiles used by the public. Research yet to be done.)

To clarify that everything running under its own power was not a "motor vehicle" the 1927 legislature also added the definition of "vehicle" as "every mechanical device moving by any power", except for human powered, and those operated over stationary rails. Highway was

defined on the same page as: all the places in the state, including the streets and roads of municipalities and counties, "used or intended for use by the general public for vehicles".

Right of use of the highway by the public was understood in the early part of the twentieth century, perhaps because people were closer to their common law heritage. In 1983 the legislative language defining highway was amended to include the word "open" and the phrase "...or vehicular traffic as a matter of right". Thus, the "general public" uses every "mechanical device" on the highway, "as a matter of right". This right of use is clearly contra-distinguished by current statutory language which declares that subject to the provisions of the Vehicle Code, the state grants a privilege to "motorists" to "operate motor vehicles" on the highway.

In 1929, realizing that there was more road work the state would like to do than could be covered by the licensing and registration fees, the legislature imposed a tax on fuel used by regulated "motor vehicles" of three cents per gallon. This is the same "motor vehicle fuel tax" that today is twenty-four cents per gallon in Oregon. The motor vehicle fuel tax, neither state nor federal, has ever applied to every mechanical device powered by whatever means, used on the highway by the public. When the state tax was three cents per gallon, most people knew it didn't. Now that state and federal tax is almost 50¢ a gallon, most people pay it without a thought. How many of your regularly paid taxes amount to anything like your "motor vehicle fuel tax"?

The statutory language through the 1981 Oregon Revised Statutes listed two types of licenses, "operator's" and "chauffeur's". While there may be some confusion about the word "operator" (even among citizen legislators), most literate individuals understand that businesses "operate". For those of us who don't understand the business connotation of "operate", there is the "Operator Manual", available at a DMV Branch near you. The manual clearly states that "Oregon currently issues three classes of driver license; Class A commercial..., Class B commercial .... , and Class C commercial....". The manual is intended as a study guide for those who will be employed to "operate" a vehicle for compensation.

When one looks to an era appropriate edition of Black's Law Dictionary, the term

Operate...when used with relation to automobiles, signifies a personal act in working the mechanism of the automobile; That is, the driver operates the automobile for the owner, but the owner does not operate the automobile unless he drives it himself. Similarly,
Driver. One employed in conducting or operating a...motor car, though not a street railroad car."
And, **Chauffeur**. An operator who directly or indirectly receives compensation for operating motor vehicle. Operators who drive jitneys in cities and towns for hire. Person employed or paid to operate, drive and attend car.

By the term "era appropriate edition", it is meant an edition which was published, or in use during the early years of the Vehicle Code when the language was being developed and "settled" by the courts. The edition cited throughout this article is the fourth, with court citations giving rise to the definitions virtually identical to those cited in the third.

The most recent statutory definition of Chauffeur, which was deleted by Oregon Laws 1983, Chapter 338 is consistent with Black's definition of driver and chauffeur:

"Chauffeur means every person who is employed by another for the principal purpose of driving a motor vehicle carrying persons or property for compensation.."

An exception under this definition makes it perfectly clear that the dividing line between drivers who are licensed and other highway users is the issue of compensation:
students operating vehicles, commonly known and used as private passenger vehicles, which are not operated for compensation...

It is interesting to note that "passengers" are technically those who pay a fare to be transported from one place to another (see Black's), but the legislature (or perhaps legislative counsel committee) qualified the use of "passenger" by the modifying phrases, "commonly known and used as private..." and "not operated for compensation.." This mixing of terms by the legislature should constantly be born in mind by readers of the law or statutes, because many of our elected representatives have had just as faulty an education as most of the rest of us.

In 1931 the Oregon Legislature changed the wording in the definition of the term "vehicle" to:

"every device in upon or by which persons and property is or may be transported upon the highway".

By the time the Legislature began working on the major revision of the Code that is pretty much what we see today, the original definition of "vehicle" had been reinserted, but with the addition of a third exception, the devices that traveled under overhead trolley wires. The fact that the definition has changed back and forth means that the charges were not substantive, and probably were done by legislative counsel as an editing function.

The significance of the definition of "vehicle", either original or current, cannot be overestimated. Even though "vehicle" is not now explicitly defined, there remains enough history in its grammar, if you know how to conjugate English and have Black's Law Dictionary definition of:

Transportation. The removal of goods or persons from one place to another, by a carrier (carrier is defined as an entity engaged in the activity for hire).

Thus, every device which "is", connotes those currently engaged in commerce, and "may be" means that by form, the vehicle could be, but is not now so engaged.

A casual reader without knowledge of the legislative language above might inquire why the legislature, or legislative counsel would currently define the regulated object, motor vehicle, the way it does:

ORS 801.360 Motor vehicle. A vehicle which is self-propelled or designed for self-propulsion.

Unless it was intended to apply to everybody's car, nowhere in the Vehicle Code does it say that "everybody's car is a motor vehicle", or that "the public operates". Most important however, is

the context in which the definition occurs. The legislative language of 1925 providing adequate context has been deleted, ostensibly for the sake of simplification, but what remains is nearly identical.

YOU can't tell what's in a book from the cover, but it is the first indication of context. When one approaches a bookshelf loaded with the nineteen volumes of Oregon Revised Statutes, it can be seen that Volume 15, is titled Business Regulations (Part 2), Volume 14 being Part 1. The Vehicle Code is “Title 59” of Business Regulations (Part 2). Here's a bone for conspiracy buffs: The subject matter indicated on Volume 15's cover does have Business Regulations (Part 2) in its lead line, but each of the "sub headings" are in the same font, laid out in lines, and separated by semi-colons as though listing things of similar importance. In contrast, Volume 14 has Business Regulations (Part 1) as the lead line, but what follows is in much smaller font, in a column centered under it (so the list is literally "sub headings"). When the reader flips past the fly leaf to the table of contents, the format for both volumes is identical, and of course Business Regulations is not one of the listed "Titles".

I had a talk with Legislative Counsel Chaimov about the inconsistency in formatting and apparent misuse of the semi-colons in 2001. Because he had no legitimate explanation for the way the covers look, I wrongly assumed that corrections would be made in the 2002-2003 version of the Oregon Revised Statutes.

Unfortunately for peace officers and personnel of the DMV, they are regularly provided an excerpt of Business Regulations (Fart 2) called the Vehicle Code Handbook, so they never get to see the primary contextual statement. I personally conducted a poll of peace officers, asking whether they enforce business regulations. None knew that they did, and most were adamant that they didn't.

In reading statutes, it is always a good idea to read the policy statement that precedes the substance, and the definition section. When people do not comprehend context, they sometimes believe that the law is a complicated thing because of all the numbers thrown in with the text. This is not a complicating factor at all, but rather a means of referencing, so that contextualizing sentences and paragraphs do not have to constantly be restated, but are nevertheless explicitly referred to. One particularly well contextualized passage that is not interspersed with reference numbers, describes the offense of "operating motor vehicles without grant of driving privilege" (0RS 807.010). In this passage the grammatical technique of contradistinguishing is employed: "...every person who operates a motor vehicle on the highway or premises open to the public..." must have a license. Two kinds of people are explicitly mentioned in this sentence, persons who operate motor vehicles and the Public for whom the highway is open. The legislature (or legislative counsel) did a great job conveying the intent of the Vehicle Code with this particular section of law, as the phrase "open to the public", excerpted from the language defining "highway" used by the public by right, makes it clear that the public is not the subject of regulation. The language in the financial responsibility paragraph (ORS 806.010) just happens to use exactly the same phrasing as who must be licensed.

In 1983, the legislature extensively reorganized the Vehicle Code with this stated intent, "It is not the intent of the Oregon Legislative Assembly to change the law by enacting this revision if the

Oregon Vehicle Code...". They go on to say: "The intent of the assembly is to make the law relating to vehicles easier to use, amend, and understandably simplifying the language... " They emphasize their intent not to change the law by stating: "Every agency of this state, every court, and every person shall consider the revision to be a continuation of the vehicle laws in effect on the effective date of the revision".

Needless to say, the statement of legislative intent does not routinely make it into the Oregon Revised Statutes. So by confining one's research to the statutes, essential context cannot be taken into account. For example "drive" is one of the most crucial words of the Vehicle Code. If one does not refer to Oregon Laws, chapter 338, to read the legislative intent, and then find the 1981 definition of chauffeur who is employed to "drive", how would one know? It should be noted that there is one reference left in today's Vehicle Code to chauffeur. The paragraph at ORS 802.070 provides that the DMV will funnel money into schools to teach students about chauffeur's and operator's licenses. Call your local high school's driver training program to find out just what students are learning and see what happens.

If one does not know what a "driver" is, then comprehending what a "Driver license" allows is impossible. Throughout the Vehicle Code one sees the term "license", which is to be used interchangeably with "Drivers license" (ORS 801. 245). Usually the crucial words of any given code are defined at the beginning. In the Vehicle Code, one will not find the definition of "License". Historical note: In 1985 the Attorney General's Office supported a bill to change the definition of license. The reason given was that they had been involved in several lawsuits over what a driver license is and hoped that by obscuring the meaning they would not have to keep on arguing this issue (SB 118 of 1985).

Though most of the Vehicle Code bears a footnote indicating revision in 1983, the Legislative Session of 1985 capped the four year project. This business had been going on during the interim session as well as during regular session. In April of 1985, a lobbyist from the DMV visited the joint sub-committee on Transportation to lobby for a law allowing the DMV to adopt rules so that they could title and register vehicles which are exempt from the titling requirements, Senate Bill 124-A. The lobbyist explained that under the previous language it was obscure to which vehicles needed to be titled, but the new language was now so clear that steps had to be taken. She brought along an exhibit supporting SB124-A, labeled Exhibit B, and signed in behalf of her boss, the director of the DMV. Frank admission was made in this document acknowledging that the DMV had been titling and registering vehicles without authorization. While the document says they were "historically" doing what they were not authorized to do, during sub-committee sessions it was generally acknowledged that it had been going on longer than anyone in the room could remember. In the official minutes of the subcommittee, the word "illegal" is used to describe the practice which the lobbyist n-w wanted authorization to do. Just to confirm what the document said, the chairwoman, who was later to become one of Oregon's more notable DMV directors, asked if there would be any changes as a result of this bill's passage. The lobbyist reiterated that there would be no change, not even in the fees that they were currently charging without authorization.

Most significant was the lobbyist's testimony that no change to the titling requirements was proposed, because "titling depends on use". While the lobbyist repeated this several times during

her appearances before the sub-committee, she never actually said what the "use" was. There was some discussion about making certain "types" of vehicles subject to registration. There was even a suggestion that it might be easier if every vehicle with a motor in it was therefore required to be titled, but the lobbyist told her listeners that every vehicle which could be titled and registered was potentially exempt because it is use that determines.

The point I will make here about SB 124-A, and there are others, is that it resulted in the current ORS 803.035, "Optional titling rules". This paragraph provides that "upon request of an owner...", any "otherwise exempt vehicle" may be titled by the DMV. When DMV accepts the owner's money and becomes title holder in fact, the vehicle becomes subject to all the provisions of the Vehicle Code. Of course the owner sets the benefit of one form of proof of right to possession. Exhibit B actually contends that this is a benefit owners "sometimes want". The bottom line is, "If this authority were not continued, there would be some loss of revenue". Slight misstatement, the purpose of the bill was to obtain authority never possessed by the DMV, but the previous sentence says, "if this authority were not continued".

Options are always nice to have. Did anyone at the DMV ever tell you about their optional titling program? Of course, anything that can be opted into has to have an opt out protocol. The very next paragraph, ORS 803.040, which was part of SB 124-A, says that, an optionally titled vehicle will so remain "until the owner uses a method recognized or established by the department to establish the vehicle is no longer subject to the provisions of the vehicle code". That sounds pretty inviting. Who knows what the method is? Who's going to say, even if he or she knows?

I don't have all the answers, but I am involved in processes which are leading to more information. I have used a method which must be recognized by an agency with repeated results, twice. That resulted was that the agency did not contest the method, and declined to engage in agency review of the implication of their default.

After I obtained the minutes of these meetings, I had to have the audio tapes. The archivist who filled my order told me that I was the first to ever purchase these records. Because I have met many people who know something about the DMV scam and articulate their aggravation, if not hostility, I found it amazing that I am the first to pull these records. The Senator who chaired the Senate Transportation committee and the joint subcommittee and who became the director of DMV, found it so amazing that I had photo copies of her eighteen year old meetings that she had to break off abruptly from the pleasantries of sharing a latte' with me.

It is hoped that by including many source citations readers will be encouraged to research for themselves. There may be readers who would like to exchange information or reimburse me for research and materials. I have hard copy of all documents referred to, plus Public Record Law Demands which were made to establish the non-existence of a record. Much of the records are formatted to compact disk. There are audio tapes of four 1985 joint subcommittee on Transportation meetings, two House Transportation Committee meetings, and one Senate Transportation Committee meeting on SB 124-A. These tapes have been edited down to a presentation that can be made in one hour. The edited tape also has reference to bills to change definition of driver license and classes of licenses.

If the reader would like to order the 'MYTH' document package, send $30 blank money order to:

The Travelers Guide
c/o Rod Knox P.O. Box 5755
Portland, Oregon [97228]

SECTION VIII

AFFIDAVITS

THE AFFIDAVIT

The modern world of human affairs would grind to an immediate halt if the fundamental truths and underlying facts in any matter or transaction could not be established or asserted—a bill, an oath, a ledgering or bookkeeping, a statement of facts, are the life blood of the legal and commercial world. These and more are all examples of the Affidavit.

The *affidavit*, when properly used, especially when leveraged by your standing as a secured party, is the most powerful instrument available in protecting, defending, and asserting your sovereignty. For this reason, it is incumbent upon you to become practiced in its use and in your ability to recognize its many forms.

AFFIDAVITS BACK ALL ADHESION CONTRACTS

If you are unable to recognize when affidavits are being solicited, you may be the unwitting dupe of another parties attempt to create a binding contract. By the signature of your own hand, or before you became of legal age, the signature of your parent or other authority such as a physician, have been signing you into bondage since you were born. Certificate of Live Birth, application for a driver's license, and IRS form 1040, a voter's registration, and every single document that the system desires others to be bound or obligated by, is, or requires, an affidavit.

When signed, they represent an oath, or Commercial Affidavit, executed under penalty of perjury, "true, Correct, and complete". Affidavits may also occur in a court setting where testimony (oral) is stated in judicial terms by being sworn to be "the truth, the whole truth, and nothing but the truth, so help me God." In chapter 5 we will explore some strategies that you can use to avoid this solicitation to contract.

MAXIMS OF THE AFFIDAVIT

Before we get into the structure, form, and requirements of the formal affidavit, with examples, let's develop a deeper comprehension and understanding of the purpose, and important maxims that govern their use.

1. First and foremost, *in commerce, truth is sovereign*—and the Sovereign tells only the truth. *Your word is your bond.* If truth were not sovereign in commerce, *i.e.*, all human action and inter-relations, there would be no basis for anything. No basis for law and order, no accountability, there would be no standards, no capacity to resolve anything. It would mean "anything goes", "each man for himself", and "nothing matters". That's worse than the law of the jungle. "To lie is to go against the mind". Oriental proverb:

"Of all that is good, sublimity is supreme."

2. In commerce *for any matter to be resolved, it must first be expressed.* No one is a mind reader. You have to put your position out there—you have to state what the issue is in order to have something to talk about and resolve. A person must put himself on the line and assume a position, take a stand, as regards the matter at hand. One who is not damaged, put at risk, or willing to swear an oath on his commercial liability for the truth of his statements and legitimacy of his actions, has no basis to assert claims or charges and forfeits all credibility and right. Legal Maxim:

"He who fails to assert his rights has none."

3. *He who leaves the battlefield first, looses by default.* This means that an affidavit which is un-rebutted point for point stands as "truth in commerce" because it hasn't been rebutted and has left the battlefield. Governments allegedly exist to resolve disputes, conflicts and truth. Governments allegedly exist to be substitutes for the dueling field and the battlefield for disputes. Conflicts of affidavits of truth are resolved peaceably, reasonably, instead of by violence. So people can take their disputes into court and have them all opened up and resolved, instead of going out and marching ten paces and turning to kill or injure. Legal Maxim:

"He who does not repel a wrong when he can, occasions it".

4. *An un-rebutted affidavit stands as truth in commerce.* Claims made in your affidavit if not rebutted, emerge as the truth of the matter. Legal Maxim:

"He who does deny, admits."

5. *An un-rebutted affidavit becomes the judgment in commerce.* There is nothing left to resolve. Any proceeding in a court, tribunal, or arbitration forum consists of a contest, or duel, of commercial affidavits wherein the points remaining un-rebutted in the end stand as truth and matters to which the judgment of the law is applied.

6. A lien or claim can be satisfied only though a *point by point rebuttal* of an affidavit, resolution by jury, or payment.

No court or judge can overturn or disregard or abrogate somebody's affidavit. The only one who has any capacity or right or responsibility or knowledge to rebut your affidavit, is the one who is adversely affected by it. Just as no one can know what your truth is, it's the affected parties responsibility and obligation to issue their own affidavit and to speak on their own behalf.

COMMERCIAL LAW IS PRE-JUDICIAL

Another important concept to understand as a sovereign, if you should go before the court, because it establishes the basis for keeping your matter in the private, is that Commercial Law is

non-judicial, in fact, pre-judicial (not prejudice). It is the only foundation by which government or any court system can possibly exist or function. All that courts are ultimately adjudicating, and making rules about, are the fundamental precepts of Commercial Law.

Now to get an idea of all the fun that you've been missing out on by not knowing about affidavits, not even knowing that you could ASK FOR ONE, here is an example of how to leverage your knowledge of Commercial Law and the power of the affidavit.

In commerce there are two phases; assessment, and collection. The Assessment aspect, is about determining who owes who, what, why, how much, and for what reason. The collection aspect is based in International commerce that has existed for more than 6000 years. It is based on Jewish Law and the Jewish grace period, which is in units of three; three days, three weeks, and three months. This is why you get 90day letters from the IRS.

Remember, commercial processes are non-judicial. They are summary processes (short, concise-without a jury).

THE POWER OF THE AFFIDAVIT

Now, the IRS creates the most activity of Commercial Collection in the entire world. The collection process is relatively valid, although the IRS is not registered to do business in any state. Did you understand what you just read? The IRS is NOT REGISTERED TO DO BUSINESS OR PERFORM COMMERCIAL MATTERS IN ANY STATE. So how do they get all the money they get? ANSWER: because you give it to them without requesting a *proof of claim* from them or even if they were "licensed" to give you offers based on "arbitrary" estimations.

However, this is where things get very interesting. Remember the assessment phase? THERE IS NO VALID ASSESSMENT. The IRS has, and never can, and never will, and never could, EVER issue a valid assessment lien or levy. It's not possible.

First of all, in order for them to do that there would have to be paperwork, a *True Bill* in Commerce. There would have to be *sworn Affidavits* by someone stating that this is a true, correct affidavit, complete and not meant to deceive, which, in commerce , essentially "the truth, the whole truth and nothing but the truth" when. Now, nobody in the IRS is going to take commercial liability for exposing themselves to a lie and have a chance for people to come back at them with a True Bill in Commerce, a true accounting. This means they would have to set forth *the contract, the foundational instrument with your signature on it*, in which you are in default, and a list of all the wonderful goods and services for which you owe them money; or a statement of all the damages that you have caused them, for which you owe them.

To my knowledge, no one has ever received goods or service from the IRS for which they owe money. I personally don't know of anyone that has damaged anybody in the IRS that gives them the right to come after us and say that "you owe us money because you damaged me". The assessment phase in the IRS is non-existent, it is a complete fraud.

This is why these rules of Commercial Law come to our rescue. T. S. Eliot wrote a wonderful little phrase in one of his poems:

> "We shall not cease from exploration, and the result of all our exploring will be to arrive at the place at which we began and know it for the first time."

This is the beginning, and this is the end. This closes the circle on the process.

One reason why the super-rich bankers and the super-rich people in the world have been able to literally steal the world and subjugate, plunder, and bankrupt it all the while making chattel property out of most of us is because they know and use the rules of Commercial Law and we don't.

Because we don't know the rules, nor use them, we don't know what the game is. We don't know what to do. We don't know how to invoke our rights, remedies and recourses. We get lost in doing everything under the sun except the one and only thing that is the solution.

No one is going to explain to you what and how all this is happening to you. That is never going to happen. These powers-that-be have not divulged the rules of the game. They can and do get away with complete fraud and steal everything because no one knows what to do about it.

SOLUTION

What CAN you do about it? YOU CAN ISSUE A COMMERCIAL AFFIDAVIT. You don't have to title it that, but that's what it is. You can assert in your affidavit, "I have never been presented with any sworn affidavits that would provide validity to your assessment. It is my best and considered judgment that no such paperwork or affidavit exists." At the end of this document, you put demands on them. They must be implicit and then you state, "Should you consider my position in error . . ."

You know what they have to do now, don't you? They must come back with an affidavit which rebuts your affidavit point for point, which means they have to provide the paper work with the real assessment, the true bill in commerce, the real sworn affidavits that would make their assessment or claims against you valid.

No agent or attorney of a fictitious entity can sign an affidavit for the corporation. How can they swear as fact that the corporation has done or not done ANYTHING? They do not have the standing. They cannot and never will provide you with this. This means your affidavit stands as truth in commerce.

> **Note:** An even more streamlined and sophisticated approach in dealing with the IRS is to send them a package with a letter and an IRS power of attorney requesting a determination of your tax status. This is more powerful because you have completely

drawn them into your power. Now they have two choices, sign the papers you have given them permission to prepare on your behalf, UNDER PENALTY OF PERJURY, or give you a determination. This approach puts you out of the business of having to 'prove that you're not a taxpayer' by offering them the opportunity to admit this themselves. Or they can fill out their own death warrant. Which do you think they will choose?

DEFINITIONS

In its formal expression, an *affidavit* is a statement of facts that chronicle the events of a particular commercial or legal matter, reduced to writing, and sworn to or affirmed before a person legally authorized to administer an oath or affirmation such as a notary. The person making the statement is technically known as the *affiant* or *deponent*. The affidavit usually contains statements that you can attest to, based on your experience, and may also contain statements based on the observations of others if you indicate this by adding that the information is based on your 'information and belief'.

You may sometimes see affidavits titled and referred to as "Affidavits of Truth" or "Affidavits of Facts". This is informal and redundant—all affidavits are about truth and facts. Here are some formal definitions and types of *affidavits* and the definition for *declaration* since this is used in the definition for affidavit from Blacks Law 6th Edition:

1. **Affidavit.** A written or printed declaration or statement of facts, made voluntarily, and confirmed by the oath or affirmation of the party making it, taken before a person having authority to administer such oath or affirmation.

2. **Affidavit of defense.** An affidavit stating that the defendant has a good defense to the plaintiff's action on the merits; e.g. affidavit filed with motion for summary judgment.

3. **Affidavit of inquiry.** By court rule in certain states, substituted service of process may be had on absent defendants if it appears by affidavit of plaintiff's attorney, or other person having knowledge of the facts, that defendant cannot after diligent inquiry, be served within the state

4. **Affidavit of merits.** One setting forth that the defendant has a meritorious defense (substantial and not technical) and stating the facts constituting the same. See affidavit of defense.

5. **Affidavit of notice.** A sworn statement that affiant has given proper notice of hearing to other parties to action.

6. **Affidavit of service.** An affidavit intended to certify the service of a writ, notice, summons, or other document or process. In federal courts, if service is made by a person other than a United States Marshall or his deputy, he shall make affidavit thereof.

7. **Affidavit to hold to bail**. An affidavit required in many cases before the defendant in a civil action may be arrested. Such as affidavit must contain a statement, clearly and certainly expressed, by someone acquainted with the fact, of an indebtedness from the defendant to the plaintiff, and must show a distinct cause of action.

8. **Declaration.** A common-law pleading, the first of the pleadings on the part of the plaintiff in an action at law, being a formal and methodical specification of the facts and circumstances constituting his cause or action. It commonly comprises several sections or divisions, called "counts", and its formal parts follow each other in this general order: Title, venue, commencement, and cause of action, counts, and conclusion. The declaration at common law, answers to the "libel" in ecclesiastical and admiralty law, the "bill" in equity, the "petition" in civil law, the "complaint" in code and rule pleading, and the "count" in real actions. The term "complaint' is used in the federal courts and in all states that have adopted Rules of Civil Procedure.

ELEMENTS & FORMATS

There are two forms of the affidavit, court brief format and letter. If your matter is private, use the letter format. The court brief format requires a case number and must be in the standard legal form. If you write an affidavit in a private matter, which then ends up in the courts, you could rewrite it in legal format; however, it is not necessary since you can submit the affidavit in letter form as an exhibit.

On the facing page is an example of the court brief form of a generic affidavit. You can use it as a template for creating your own. The required elements in order are the Title, Venue, notice, introduction, statements of fact, date and signature block, and the notary block for notary information and seal.

The following Affidavit is a Bare Sample format:

AFFIDAVIT AND DECLARATION

OREGON STATE)
) Scilicet.
County of Jackson)

> "Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

That I, _____, a living breathing man (or woman), being first duly sworn, depose and say and declare by my signature that the following facts are true to the best of my knowledge and belief.

THAT, on

THAT,

THAT

Further Affiant Saith Not.

Done this _____day of February 2009 A.D.

_____

Your name - Affiant

ACKNOWLEDGEMENT

SUBCRIBED TO AND SWORN before me this _____day of _____, A.D. 2009, a Notary, that_____, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal;
Notary Public in and for said State
My Commission expires; _____

NOTE: If you are going to use an affidavit in support of a critical point that others have experience on, we suggest that you ask those individuals come forward and provide their own affidavit in support of your case. The weight of 10 or 20 affidavits as compared with just a few, delivered with all the legal force possible, is hard to overlook or dismiss.

The following Affidavit is an example and does appear on the bonus CD!

AFFIDAVIT OF TRUTH

PENNSYLVAINA STATE)
) Scilicet
County of **Philadelphia**)

> "Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

That I, **Benjamin Freedom Franklin**, a living breathing man, being first duly sworn, depose and say and declare by my signature that the following facts are true, correct and complete to the best of my knowledge and belief.

THAT, the Affiant is a flesh and blood man, and is sovereign in a collective capacity with other sovereigns.

THAT, the Affiant's rights "...existed by the law of the land long antecedent to the organization of the State." (Hale v. Henkel, 201 U.S. 43)

THAT, the Affiant's rights exist even in light of the U.S. Bankruptcy aka The National Emergency and that includes the right of redemption.

THAT, under Article I, Section I of the Oregon Constitution, "the people have all power" and the Affiant as one of the people that can exercise any power.

THAT, Affiant is 'of the people' and is above the corporate government called 'State of Oregon' / STATE OF OREGON, operating in a de-facto bankrupt capacity/status.

THAT, Affiant filed a UCC Financing Statement (UCC-1) in **Pennsylvania** State, UCC Filing Number 7112-862-4129-5 on **October 10, 2009**, to perfect a security interest to initiate redemption as a matter of right.

THAT, the Affiant is the Secured Party creditor and authorized representative of the

corporate fiction-entity / Debtor (Ens legis) identified as **BENJAMIN FREEDOM FRANKLIN** under necessity.

THAT, Affiant caused to be filed, a Superior Security Interest and Lien upon the property of the Debtor and in the Debtor's name filed first in line and first in time, over and above the State of Oregon and that all property is exempt from levy.

THAT, the State of Oregon cannot show nor provide a superior interest in the said property as identified upon the Security Agreement held by the Affiant. (see for reference; Wynhammer v. People, NY 378).

THAT, the Affiant/Secured Party is flesh and blood and the corporate fiction/Debtor/Ens legis as appearing upon any UCC filing is 'artificial' and was created in the contemplation of law (commerce) AND THE TWO ARE NOT THE SAME, FOR ONE IS REAL, THE OTHER IS FICTION.

THAT, any discrimination or injury caused by the State of Oregon to recognize the two distinct entities, the one real and the other artificial agrees to such injuries and to the associated damages as established by the Affiant and the State, by and through its agents by said agreement, is estopped from defense or rebuttal in the matter and agrees that the Affiant may proceed by Tort for damages.

THAT, this Affidavit if not rebutted point for point by any man, representing the State of Oregon at any level, in any matter, at any time within 7 days upon receipt, these facts stand as true in the both the private and public record… as true.

NOTE: Maxim of Law; 1. In Commerce – Truth is sovereign. 2. For a matter to be resolved, it must be expressed. Point of Law – Silence equates to agreement.

Further Affiant Saith Not.

Done this **4** day of **July 2009** A.D.

"Without Prejudice"

Benjamin Freedom Franklin

Benjamin Freedom Franklin, Affiant, Authorized Representative, Attorney-In-Fact in behalf of **BENJAMIN FREEDOM FRANKLIN**©, Ens legis

ACKNOWLEDGEMENT

SUBCRIBED TO AND SWORN before me this **4th** day of **July**, A.D. 2009, a Notary, that **Benjamin Freedom Franklin**, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

_____ Seal
Notary Public in and for said State
My Commission expires; _____

Official Notary Seal
Goes here
But this box does not appear on your

****

The following Affidavit is used after Conditional Acceptance for Value for Proof of Claim (CAFV):

Certified Mail Number _____

John Henry Doe
c/o 6880 S. Broadway
Tucson, Arizona 85746
Secured Party

Dan the Man d.b.a.
Loan Resolution Specialist
SHYSTER BANK
1665 Palm Beach Lakes Blvd.
West Palm Beach FL., 33401 Respondent

The following is Sample Format... Understand what is being said and done and make any necessary changes on a 'case by case basis!' Words in Bold are to be changed as to your matter. Use common sense.
Remove this text box from vour

RE: Account #_____
Contract #_____

AFFIDAVIT OF NOTICE OF DEFAULT

State of _____)
) Scilicet
_____ county)

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

I, _____ , herein 'Affiant," having been duly sworn, declares that by affidavit that of the non-response of the Respondents/parties to the contract entitled, CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM (CAFV), hereinafter, are in full agreement regarding the following:

1. THAT Affiant is competent to state the matters included in his/her declaration, has knowledge of the facts, and declared that to the best of his/her knowledge, the statements made in his/her affidavit are true, correct, and not meant to mislead;

2. THAT Affiant is the secured party, superior claimant, holder in due course, and principal creditor having a registered priority lien hold interest to all property held in the name of the Debtor; JOHN HENRY DOE, evidenced by UCC-I Financing Statement #_____ filed with the Secretary of State of the State of _____.

3. THAT Respondent, Dan the Man, is herein addressed in his private capacity, but in his public capacity as **director, agent, Governor, ... or ...a citizen and resident of the State of _____ and is participating in a commercial enterprise** with his co-business partners (or employees), including but not limited to **State, Corporation, SHYSTER BANK, etc.**, hereinafter collectively referred to as "Respondent";

4. THAT the governing law of this private contract is the agreement of the parties supported by the Law Merchant and applicable maxims of law;

5. THAT Affiant at no time has willingly, knowingly, intentionally, or voluntarily agreed to subordinate their position as creditor, through signature, or words, actions, or inaction's;

6. THAT Affiant at no time has requested or accepted extraordinary benefits or privileges from the Respondent, the United States, or any subdivision thereof;

7. THAT Affiant is not a party to a valid contract with Respondent that requires Affiant to perform in any manner, including but not limited to the payment of money to Respondent;

8. THAT on **September 22, 2002**, Affiant sent a CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM (document for discovery) to the Respondent requesting proof of claim as to the **loan contract #_____, (or whatever the purpose was of the CAFV)** in regards to proof of **what was loaned, bank money or bank credit (or whatever)**, and other various proofs of claim to support a valid lawful contract.

9. THAT Respondent had 10 **(or 7 or 3 depending upon circumstances and time!)** days to respond with proof of claim, point for point, however elected to remain silent or otherwise refused to provide said proof of claim(s) and therefore has failed to state a claim upon which relief can be granted and has agreed and stipulated to the facts and agreed that the undersigned Secured Party can only discharge said debt via the remedy provided by Congress via HJR-192 with Bill of Exchange or other appropriate commercial paper.

10. THAT Respondent has dishonored Affiant's CAFV by not providing Proof of Claim(s) in respect to **their Loan Contract, etc.** This dishonor in now deemed a charge against the Respondent.

Further Affiant saith not.

Dated this _____ day of _____, 2009.

_____

Your Name Here, Affiant

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO before me, a Notary Public for said County and State, I do hereby certify that on this _____ day of _____ 2009 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

_____ Seal;

Notary Public

My Commission expires _____

NOTE: As you have learned, make adjustments as to your 'signature' block(s) on all your documents... where you sign, i.e.:

Without Prejudice

_____

...Your name here..., Secured Party, Authorized Representative- Attorney-In-Fact in behalf of DEBTOR NAME HERE©, Ens legis

The following affidavit is an EXCEPTIONAL affidavit as to its content. It is included here for your edification: (To save space, the paragraphs are printed single spacing.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

BANK ONE, N.A.,	)	Case No. 03-047448-CZ
Plaintiff,	)	Hon. E.. Sosnick
v.	)	AFFIDAVIT OF WALKER F. TODD, EXPERT WITNESS FOR DEFENDANTS
HARSHAVARDHAN DAVE and PRATIMA DAVE, jointly and severally,	)	
Defendants.	)	

Harshavardhan Dave and Pratima H. Dave
C/o 5128 Echo Road
Bloomfield Hills, MI 48302
Defendants, *in propria persona*

Michael C. Hammer (P41705)
Ryan O. Lawlor (P64693)
Dickinson Wright PLLC
Attorneys for Bank One, N.A.
500 Woodward Avenue, Suite 4000
Detroit, Michigan 48226
(313) 223-3500

Now comes the Affiant, Walker F. Todd, a citizen of the United States and the State of

Ohio over the age of 21 years, and declares as follows, under penalty of perjury:

1. That I am familiar with the Promissory Note and Disbursement Request and Authorization, dated November 23, 1999, together sometimes referred to in other documents filed by Defendants in this case as the "alleged agreement" between Defendants and Plaintiff but called the "Note" in this Affidavit. If called as a witness, I would testify as stated herein. I make this Affidavit based on my own personal knowledge of the legal, economic, and historical principles stated herein, except that I have relied entirely on documents provided to me, including the Note, regarding certain facts at issue in this case of which I previously had no direct and personal knowledge. I am making this affidavit based on my experience and expertise as an attorney, economist, research writer, and teacher. I am competent to make the following statements.

PROFESSIONAL BACKGROUND QUALIFICATIONS

2. My qualifications as an expert witness in monetary and banking instruments are as follows. For 20 years, I worked as an attorney and legal officer for the legal departments of the Federal Reserve Banks of New York and Cleveland. Among other things, I was assigned responsibility for questions involving both novel and routine notes, bonds, bankers' acceptances, securities, and other financial instruments in connection with my work for the Reserve Banks' discount windows and parts of the open market trading desk function in New York. In addition, for nine years, I worked as an economic research officer at the Federal Reserve Bank of Cleveland. I became one of the Federal Reserve System's recognized experts on the legal history of central banking and the pledging of notes, bonds, and other financial instruments at the discount window to enable the Federal Reserve to make advances of credit that became or could become money. I also have read extensively treatises on the legal and financial history of money and banking and have published several articles covering all of the subjects just mentioned. I have served as an expert witness in several trials involving banking practices and monetary instruments. A summary biographical sketch and resume including further details of my work experience, readings, publications, and education will be tendered to Defendants and may be made available to the Court and to Plaintiff's counsel upon request.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

3. Banks are required to adhere to Generally Accepted Accounting Principles (GAAP). GAAP follows an accounting convention that lies at the heart of the double-entry bookkeeping system called the Matching Principle. This principle works as follows: When a bank accepts bullion, coin, currency, checks, drafts, promissory notes, or any other similar instruments (hereinafter "instruments") from customers and deposits or records the instruments as assets, it must record offsetting liabilities that match the assets that it accepted from customers. The liabilities represent the amounts that the bank owes the customers, funds accepted from customers. In a fractional reserve banking system like the United States banking system, most of the funds advanced to borrowers (assets of the banks) **are created by the banks themselves** and are not merely transferred from one set of depositors to another set of borrowers.

RELEVANCE OF SUBTLE DISTINCTIONS ABOUT TYPES OF MONEY

4. From my study of historical and economic writings on the subject, I conclude that a common misconception about the nature of money unfortunately has been perpetuated in the U.S. monetary and banking systems, especially since the 1930s. In classical economic theory, once economic exchange has moved beyond the barter stage, there are two types of money: money of *exchange* and money of *account*.. For nearly 300 years in both Europe and the United States, confusion about the distinctiveness of these two concepts has led to persistent attempts to treat money of account as the equivalent of money of exchange. In reality, especially in a fractional reserve banking system, a comparatively small amount of money of exchange (e.g., gold, silver, and official currency notes) may support a vastly larger quantity of business transactions denominated in money of account. The sum of these transactions is the sum of credit extensions in the economy. With the exception of customary stores of value like gold and silver, the monetary base of the economy largely consists of credit instruments. **Against this background, I conclude that the Note, despite some language about "lawful money" explained below, clearly contemplates both disbursement of funds and eventual repayment or settlement in money of account (that is, money of exchange would be welcome but is not required to repay or settle the Note).** The factual basis of this conclusion is the reference in the Disbursement Request and Authorization to repayment of $95,905.16 to Michigan National Bank from the proceeds of the Note. That was an

exchange of the credit of Bank One (Plaintiff) for credit apparently and previously extended to Defendants by Michigan National Bank. Also, there is no reason to believe that Plaintiff would refuse a substitution of the credit of another bank or banker as complete payment of the Defendants' repayment obligation under the Note. This is a case about exchanges of money of account (credit), not about exchanges of money of exchange (lawful money or even legal tender).

5. Ironically, the Note explicitly refers to repayment in "lawful money of the United States of America" (*see* "Promise to Pay" clause). Traditionally and legally, Congress defines the phrase "lawful money" for the United States. Lawful money was the form of money of exchange that the federal government (or any state) could be required by statute to receive in payment of taxes or other debts. Traditionally, as defined by Congress, lawful money only included gold, silver, and currency notes redeemable for gold or silver on demand. In a banking law context, lawful money was only those forms of money of exchange (the forms just mentioned, plus U.S. bonds and notes redeemable for gold) that constituted the reserves of a national bank prior to 1913 (date of creation of the Federal Reserve Banks). *See,* Lawful Money, *Webster's New International Dictionary* (2d ed. 1950). **In light of these facts, I conclude that Plaintiff and Defendants exchanged reciprocal credits involving money of account and not money of exchange; no lawful money was or probably ever would be disbursed by either side in the covered transactions.** This conclusion also is consistent with the bookkeeping entries that underlie the loan account in dispute in the present case. Moreover, it is puzzling why Plaintiff would retain the archaic language, "lawful money of the United States of America," in its otherwise modern-seeming Note. It is possible that this language is merely a legacy from the pre-1933 era. Modern credit agreements might include repayment language such as, "The repayment obligation under this agreement shall continue until payment is received *in fully and finally collected funds*," which avoids the entire question of "In what form of money **or credit** is the repayment obligation due?"
6. *Legal tender*, a related concept but one that is economically inferior to *lawful money* because it allows payment in instruments that cannot be redeemed for gold or silver on demand, has been the form of money of exchange commonly used in the United States since 1933, when domestic private gold transactions were suspended (until 1974).. Basically, legal tender is whatever the government says that it is. The most common form of legal tender today is Federal Reserve notes, which by law cannot be redeemed for gold since 1934 or, since 1964, for silver. *See,* 31 U.S.C. Sections 5103, 5118 (b), and 5119 (a).

Note: I question the statement that fed reserve notes cannot be redeemed for silver since 1964. It was Johnson who declared on 15 Marcy 1967 that after 15 June 1967 that Fed Res Notes would not be exchanged for silver and the practice did stop on 15 June 1967 – not 1964. I believe this to be error in the text of the author's affidavit.

7. *Legal tender under the Uniform Commercial Code (U.C.C.)*, Section 1-201 (24) (Official Comment), is a concept that sometimes surfaces in cases of this nature.. The referenced Official Comment notes that the definition of *money* is not limited to *legal tender* under the U.C.C. *Money* is defined in Section 1-201 (24) as "a medium of exchange authorized or adopted by a domestic or foreign government and includes a monetary unit of account established by an intergovernmental organization or by agreement between two or more nations." The relevant Official Comment states that "The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected." Thus, I conclude that the U.C.C. tends to validate the classical theoretical view of money.

HOW BANKS BEGAN TO LEND THEIR OWN CREDIT INSTEAD OF REAL MONEY

8. In my opinion, the best sources of information on the origins and use of credit as money are in Alfred Marshall, MONEY, CREDIT & COMMERCE 249-251 (1929) and Charles P. Kindleberger, A FINANCIAL HISTORY OF WESTERN EUROPE 50-53 (1984). A synthesis

of these sources, as applied to the facts of the present case, is as follows: As commercial banks and discount houses (private bankers) became established in parts of Europe (especially Great Britain) and North America, by the mid-nineteenth century they commonly made loans to borrowers by extending their own credit to the borrowers or, at the borrowers' direction, to third parties. The typical form of such extensions of credit was drafts or bills of exchange drawn upon themselves (claims on the credit of the drawees) instead of disbursements of bullion, coin, or other forms of money. In transactions with third parties, these drafts and bills came to serve most of the ordinary functions of money. The third parties had to determine for themselves whether such "credit money" had value and, if so, how much. The Federal Reserve Act of 1913 was drafted with this model of the commercial economy in mind and provided at least two mechanisms (the discount window and the open-market trading desk) by which certain types of bankers' credits could be exchanged for Federal Reserve credits, which in turn could be withdrawn in lawful money. Credit at the Federal Reserve eventually became the principal form of monetary reserves of the commercial banking system, especially after the suspension of domestic transactions in gold in 1933. Thus, credit money is not alien to the current official monetary system; it is just rarely used as a device for the creation of Federal Reserve credit that, in turn, in the form of either Federal Reserve notes or banks' deposits at Federal Reserve Banks, functions as money in the current monetary system. In fact, a means by which the Federal Reserve expands the money supply, loosely defined, is to set banks' reserve requirements (currently, usually ten percent of demand liabilities) at levels that would encourage banks to extend new credit to borrowers on their own books that third parties would have to present to the same banks for redemption, thus leading to an expansion of bank-created credit money. In the modern economy, many non-bank providers of credit also extend book credit to their customers without previously setting aside an equivalent amount of monetary reserves (credit card line of credit access checks issued by non-banks are a good example of this type of credit), which also causes an expansion of the aggregate quantity of credit money. The discussion of money taken from Federal Reserve and other modern sources in paragraphs 11 et seq. is consistent with the account of the origins of the use of bank credit as money in this paragraph.

ADVANCES OF BANK CREDIT AS THE EQUIVALENT OF MONEY

9. Plaintiff apparently asserts that the Defendants signed a promise to pay, such as a note(s) or credit application (collectively, the "Note"), in exchange for the Plaintiff's advance of funds, credit, or some type of money to or on behalf of Defendant. However, the bookkeeping entries required by application of GAAP and the Federal Reserve's own writings should trigger close scrutiny of Plaintiff's apparent assertions that it lent its funds, credit, or money to or on behalf of Defendants, thereby causing them to owe the Plaintiff $400,000. According to the bookkeeping entries shown or otherwise described to me and application of GAAP, the Defendants allegedly were to tender some form of *money* ("lawful money of the United States of America" is the type of money explicitly called for in the Note), securities or other capital equivalent to money, funds, credit, or something else of value in exchange (money of exchange, loosely defined), collectively referred to herein as "money," to repay what the Plaintiff claims was the *money* lent to the Defendants. **It is not an unreasonable argument to state that Plaintiff apparently changed the economic substance of the transaction from that contemplated in the credit application form, agreement, note(s), or other similar instrument(s) that the Defendants executed, thereby changing the costs and risks to the Defendants.** At most, the Plaintiff extended its own *credit* (money of account), but the Defendants were required to repay in *money* (money of exchange, and *lawful money* at that), **which creates at least the inference of inequality of obligations** on the two sides of the transaction (*money*, including *lawful money*, is to be exchanged for *bank credit*).

MODERN AUTHORITIES ON MONEY

11.To understand what occurred between Plaintiff and Defendants concerning the alleged loan of

money or, more accurately, *credit*, it is helpful to review a modern Federal Reserve description of a bank's lending process. *See*, David H. Friedman, MONEY AND BANKING (4th ed. 1984)(apparently already introduced into this case): "The commercial bank lending process is similar to that of a thrift in that the receipt of cash from depositors increases both its assets and its deposit liabilities, which enables it to make additional loans and investments. . . . When a commercial bank makes a business loan, it accepts as an asset the borrower's debt obligation (the promise to repay) and creates a liability on its books in the form of a demand deposit in the amount of the loan." (Consumer loans are funded similarly.) Therefore, the bank's original bookkeeping entry should show an increase in the amount of the asset credited on the asset side of its books and a corresponding increase equal to the value of the asset on the liability side of its books. **This would show that the bank received the customer's signed promise to repay as an *asset*, thus *monetizing* the customer's signature and creating on its books a liability in the form of a demand deposit or other demand liability of the bank.** The bank then usually would hold this demand deposit in a transaction account on behalf of the customer. Instead of the bank lending its *money* or other assets to the customer, as the customer reasonably might believe from the face of the Note, the bank *created* funds for the customer's transaction account without the customer's permission, authorization, or knowledge and delivered the *credit* on its own books representing those funds to the customer, meanwhile alleging that the bank lent the customer *money*. If Plaintiff's response to this line of argument is to the effect that it acknowledges that it lent credit or issued credit instead of money, one might refer to Thomas P. Fitch, BARRON'S BUSINESS GUIDE DICTIONARY OF BANKING TERMS, "Credit banking," 3. "Bookkeeping entry representing a deposit of funds into an account." But Plaintiff's loan agreement apparently avoids claiming that the bank actually lent the Defendants *money*. They apparently state in the agreement that the Defendants are obligated to repay Plaintiff principal and interest for the "Valuable consideration (money) the bank gave the customer (borrower)." The loan agreement and Note apparently still delete any reference to the bank's receipt of actual cash value from the Defendants and exchange of that receipt for actual cash value that the Plaintiff banker returned.

12. **According to the Federal Reserve Bank of New York, money is anything that has value that banks and people accept as money; money does not have to be issued by the government.** For example, David H. Friedman, I BET YOU THOUGHT. . . . 9, Federal Reserve Bank of New York (4th ed. 1984)(apparently already introduced into this case), explains that banks create new money by depositing IOUs, promissory notes, offset by bank liabilities called checking account balances. Page 5 says, "Money doesn't have to be intrinsically valuable, be issued by government, or be in any special form. . . ."

13. The publication, Anne Marie L. Gonczy, MODERN MONEY MECHANICS 7-33, Federal Reserve Bank of Chicago (rev. ed. June 1992)(apparently already introduced into this case), contains standard bookkeeping entries demonstrating that *money* ordinarily is recorded as a bank *asset*, while a bank *liability* is evidence of *money* that a bank owes. The bookkeeping entries tend to prove that banks accept cash, checks, drafts, and promissory notes/credit agreements (assets) as *money* deposited to create credit or checkbook money that are bank *liabilities*, which shows that, absent any right of setoff, banks owe *money* to persons who deposit *money*.. **Cash (money of exchange) is money, and credit or promissory notes (money of account) become money when banks deposit promissory notes with the intent of treating them like deposits of cash.** *See*, 12 U.S.C. Section 1813 (*l*)(1) (definition of "deposit" under Federal Deposit Insurance Act). The Plaintiff acts in the capacity of a lending or banking institution, and the newly issued credit or money is similar or equivalent to a promissory note, which may be treated as a deposit of money when received by the lending bank.. Federal Reserve Bank of Dallas publication MONEY AND BANKING, page 11, explains that when banks grant loans, they create new money. The new money is created because a new "loan becomes a deposit, just like a paycheck does." MODERN MONEY MECHANICS, page 6, says, "What they [banks] do when they make loans is to accept promissory notes in exchange for credits to the borrowers' transaction accounts." The next sentence on the same page explains that the banks' assets and liabilities increase by

the amount of the loans.

COMMENTARY AND SUMMARY OF ARGUMENT

14. Plaintiff apparently accepted the Defendants' Note and credit application (money of account) in exchange for its own credit (also money of account) and deposited that credit into an account with the Defendants' names on the account, as well as apparently issuing its own credit for $95,905.16 to Michigan National Bank for the account of the Defendants. One reasonably might argue that the Plaintiff recorded the Note or credit application as a loan (money of account) from the Defendants to the Plaintiff and that the Plaintiff then became the borrower of an equivalent amount of money of account from the Defendants.

15. **The Plaintiff in fact never lent any of its own pre-existing money, credit, or assets as consideration to purchase the Note or credit agreement from the Defendants.** (Note: I add that when the bank does the forgoing, then in that event, there is an utter ***failure of consideration*** for the "loan contract".) When the Plaintiff deposited the Defendants' $400,000 of newly issued credit into an account, the Plaintiff created from $360,000 to $400,000 of new money (the nominal principal amount less up to ten percent or $40,000 of reserves that the Federal Reserve would require against a demand deposit of this size). The Plaintiff received $400,000 of credit or money of account from the Defendants as an asset. GAAP ordinarily would require that the Plaintiff record a liability account, crediting the Defendants' deposit account, showing that the Plaintiff owes $400,000 of money to the Defendants, just as if the Defendants were to deposit cash or a payroll check into their account.
16. The following appears to be a disputed fact in this case about which I have insufficient information on which to form a conclusion: I infer that it is alleged that Plaintiff refused to lend the Defendants Plaintiff's own money or assets and recorded a $400,000 loan from the Defendants to the Plaintiff, which arguably was a $400,000 deposit of money of account by the Defendants, and then when the Plaintiff repaid the Defendants by paying its own credit (money of account) in the amount of $400,000 to third-party sellers of goods and services for the account of Defendants, the Defendants were repaid their loan to Plaintiff, and the transaction was complete.
17. I do not have sufficient knowledge of the facts in this case to form a conclusion on the following disputed points: None of the following material facts are disclosed in the credit application or Note or were advertised by Plaintiff to prove that the Defendants are the true lenders and the Plaintiff is the true borrower. **The Plaintiff is trying to use the credit application form or the Note to persuade and deceive the Defendants into believing that the opposite occurred and that the Defendants were the borrower and not the lender.** The following point is undisputed: The Defendants' loan of their credit to Plaintiff, when issued and paid from their deposit or credit account at Plaintiff, became money in the Federal Reserve System (subject to a reduction of up to ten percent for reserve requirements) as the newly issued credit was paid pursuant to written orders, including checks and wire transfers, to sellers of goods and services for the account of Defendants.

CONCLUSION

18. Based on the foregoing, Plaintiff is using the Defendant's Note for its own purposes, and it remains to be proven whether Plaintiff has incurred any financial loss or actual damages (I do not have sufficient information to form a conclusion on this point). In any case, the inclusion of the "lawful money" language in the repayment clause of the Note is confusing at best and in fact may be misleading in the context described above.

AFFIRMATION

19. I hereby affirm that I prepared and have read this Affidavit and that I believe the foregoing statements in this Affidavit to be true. I hereby further affirm that the basis of these beliefs is either my own direct knowledge of the legal principles and historical facts involved and with respect to which I hold myself out as an expert or statements made or documents provided to me by third parties whose veracity I reasonably assumed.
Further the Affiant saith naught.

At Chagrin Falls, Ohio

December 5, 2003

WALKER F. TODD (Ohio bar no. 0064539)
Expert witness for the Defendants
Walker F. Todd, Attorney at Law
[redacted]
[redacted] Ohio 44022
(440) [redacted], fax (440) [redacted]
e-mail: westodd@adelphia.net
<mailto:[redacted]>

NOTARY'S VERIFICATION

At Chagrin Falls, Ohio
December 5, 2003

On this day personally came before me the above-named Affiant, who proved his identity to me to my satisfaction, and he acknowledged his signature on this Affidavit in my presence and stated that he did so with full understanding that he was subject to the penalties of perjury.

Notary Public of the State of Ohio

SECTION IX

APPENDIX

GLOSSARY OF TERMS

THE FOLLOWING DEFINITIONS ARE FOR YOUR USE THROUGHOUT THE MANUAL AND WILL NEED TO BE REFERRED TO OFTEN TO UNDERSTAND THE MECHANICS AND OPERATION OF COMMERCIAL LAW AND REDEMPTION. IT IS SUGGESTED THAT YOU ACQUIRE AT LEAST A BLACKS LAW 6TH OR 7TH EDITION DICTIONARY FOR YOUR PRIVATE USE.

Abuse of Process:
There is said to be an abuse of process when an adversary, through the malicious and unfounded use of some regular legal proceeding, obtains some advantage over his opponent. Wharton. Employment of process for doing an act clearly outside authority conveyed by express terms of writ. -- Holding of accused incommunicado before complying with warrant requiring accused to be taken before magistrate. --- Warrant of arrest to coerce debtor. A malicious abuse of legal process occurs where the party employs it for some unlawful object, not the purpose which it is intended by the law to effect; in other words, a perversion of it. (Blacks 4th)

Acceptance:
The voluntary act of receiving something or agreeing to certain terms. In contract law, acceptance is consent to the terms of an offer, creating a binding contract; the taking and receiving of anything in good part, and as if it were a tacit agreement to a preceding act, which might have been defeated or avoided if such acceptance had not been made. The act of a person to whom a thing is offered or tendered by another, whereby he receives the thing with the intention of retaining it, such intention being evidenced by a sufficient act. -- (Black's 6th)

Acceptance:
contracts. An agreement to receive something which has been offered.

2. To complete the contract, the acceptance must be absolute and past recall, 10 Pick. 826; 1 Pick. 278; and communicated to the party making the offer at the time and place appointed. 4. Wheat. R. 225; 6 Wend. 103.

3. In many cases acceptance of a thing waives the right which the party receiving before had; as, for example, the acceptance of rent after notice to quit, in general waives the notice. See Co. Litt. 211, b; Id. 215, a.; and Notice to quit.

4. The acceptance may be express, as when it is openly declared by the party to be bound by it; or implied, as where the party acts as if he had accepted. The offer, and acceptance must be in some medium understood by, both parties; it may be language, symbolical, oral or written. For example, persons deaf and dumb may contract by symbolical or written language. At auction sales, the contract, generally symbolical; a nod, a wink, or some other sign by one party, imports that he makes an offer, and knocking down a hammer by the other, that he agrees to it. 3 D. & E. 148. This subject is further considered under the articles Assent and Offer, (q v.)

5. Acceptance of a bill of exchange the act by which the drawee or other person evinces his assent or intention to comply with and be bound by, the request contained in a bill of exchange to pay the same; or in other words, it is an engagement to pay the bill when due. 4 East, 72. It will be proper to consider, 1, by whom the acceptance ought to be made; 2, the time when it is to be made; 3, the form of the acceptance; 4, its extent or effect.

6.-1. The acceptance must be made by the drawee himself, or by one authorized by him. On the presentment of a bill, the holder has a right to insist upon such an acceptance by the drawee as will subject him at all events to the payment of the bill, according to its tenor; consequently such drawee must have capacity to contract, and to bind himself to pay the amount of the bill, or it, may be treated as dishonored. Marius, 22. See 2 Ad. & EH. N. S. 16, 17.

7.-2. As to the time when, a bill ought to be accepted, it may be before the bill is drawn; in this case it must be in writing; 3 Mass. 1; or it may be after it is drawn; when the bill is presented, the drawee must accept the bill within twenty-four hours after presentment, or it should be treated as dishonored. Chit. Bills, 212. 217. On the refusal to accept, even within the twenty-four hours, it should be protested. Chit. Bills, 217. The acceptance may be made after the bill is drawn, and before it becomes due or after the time appointed for payment 1 H. Bl. 313; 2 Green, R. 339 ; and even after refusal to accept so as to bind the acceptor.

8. The acceptance may also be made supra protest, which is the acceptance of the bill, after protest for non-acceptance by the drawee, for the honor of the drawer, or a particular endorser. When a bill has been accepted supra protest for the honor of one party to the bill, it may be accepted supra protest, by another individual, for the honor of another.

Beawes, tit. Bills of Exchange, pl. 52; 5 Campb. R. 447.

9.-3. As to the form of the acceptance, it is clearly established it may be in writing on the bill itself, or on another paper, 4 East, 91; or it may be verbal, 4 East, 67; 10 John. 207; 3 Mass. 1; or it may be expressed or implied.

10. An express acceptance is an agreement in direct and express terms to pay a bill of exchange, either by the party on whom it is drawn, or by some other person, for the honor of some of the parties. It is Usually in the words accepted or accepts, but other express words showing an engagement to pay the bill will be equally binding.

11. An implied acceptance is an agreement to pay a bill, not by direct and express terms, but by any acts of the party from which an express agreement may be fairly inferred. For example, if the drawee writes "seen," "presented," or any, other thing upon it, (as the day on which it becomes due,) this, unless explained by other circumstances, will constitute an acceptance.

12.-4. An acceptance in regard to its extent and effect, may be either absolute, conditional, or partial.

13. An absolute acceptance is a positive engagement to pay the bill according to its tenor, and is usually made by writing on the bill "accepted," and subscribing the drawee's name; or by merely writing his name either at the bottom or across the bill. Comb. 401; Vin. Ab. Bills of Exchange, L 4; Bayl. 77; Chit. Bills, 226 to

228. But in order to bind another than the drawee, it is requisite his name should appear. Bayl. 78.

14. A conditional acceptance is one which will subject the drawee or acceptor to the payment of the money on a contingency, Bayl. 83, 4, 5; Chit. Bills, 234; Holt's C. N. P. 182; 5 Taunt, 344; 1 Marsh. 186. The holder is not bound to receive such an acceptance, but if he do receive it he must observe its terms. 4 M.& S. 466; 2 W. C. C. R. 485; 1 Campb. 425.

15. A partial acceptance varies from the tenor of the bill, as where it is made to pay part of the sum for which the bill is drawn, 1 Stra. 214; 2 Wash. C. C. R. 485; or to pay at a different time, Molloy, b. 2, c. 10, s. 20; or place, 4. M.& S. 462. (Bouviers 1856 6th Ed.)

ACCEPTANCE BY SILENCE: "When the court 'implies a promise" or holds that "good faith" requires a party not to violate those expectations, it is recognizing that sometimes silence says more than words, and it is understanding its duty to the spirit of the bargain is higher than its duty to the technicalities of the language." Corbin on Contracts - UCC 1-205

Acceptor:
"Acceptor" means a drawee who has accepted a draft. UCC 3-103(1). The person who accepts a bill of exchange, (generally the drawee) or who engages to be primarily responsible for its payment. -- Black's 1st

Accommodation :
An arrangement or engagement made as a favor to another, not upon a consideration received. Something done to oblige, usually spoken of a loan of money or commercial paper; also a friendly agreement or composition of differences. The word implies no consideration. While a party's intent may be to aid a maker of a note by lending his credit, if he seeks to accomplish thereby legitimate objectives of his own, and not simply to aid maker, the act is not for accommodation. (Blacks 6th)

Accommodation Party:
One who signs commercial paper in any capacity for purpose of lending his name (i.e. credit) to another party to instrument. Such party is a surety. (Blacks 6th) UCC 3-419

Account:
Account means any right to payment for goods sold or leased or for services rendered which is not evidenced by an instrument or chattel paper, whether or not it has been earned by performance. All rights to payment earned or unearned under a charter or contract involving the use or rights of a vessel and all rights incident to the charter or contract are accounts. UCC 9-106

To Accrue:
Literally to grow to; as the interest accrues on the principal. Accruing costs are those which become due and are created after judgment of an execution.

2.-To accrue means also to arise, to happen, to come to pass; as the statute of limitations does not commence running until the cause of action has accrued. 1 Bouv. Inst. n. 861; 2 Rawle, 277; 10 Watts, 363; Bac. Abr. Limitation of Actions, D 3. (Bouviers 1856, 6th Ed.)

Accusation:
A formal charge against a person, to the effect that he is guilty of a punishable offense, laid before a court or magistrate having jurisdiction to inquire into the alleged crime. (Blacks 6th)

Action:
"Action" in the sense of a judicial proceeding includes recoupment, counter-claim, set-off, suit in equity, and any other proceedings in which rights are determined. - UCC 1-201(1)

Action :
Conduct; behavior; something done; the condition of acting; an act or series of acts.
Practice

The legal and formal demand of one's right from another person or party made and insisted on in a court of justice. Pursuit of right in court, without regard to form of procedure. Form of suit given by law for recovery of that which is one's due. Judicial means of enforcing a right. Judicial remedy for the enforcement or protection of a right. An ordinary proceeding in a court of justice by which one party prosecutes another for the enforcement or protection of a right, the redress or prevention of a wrong, or the punishment of a public offense. (Black's 4th)

Adjudication:
The giving or pronouncing a judgment or decree in a cause; also the judgment given. Or the entry of a decree by a court in respect to the parties in a case.

It implies a hearing by a court, after notice, of legal evidence on the factual issue involved. The equivalent of a "determination." And contemplates that the claims of all the parties thereto have been considered and set at rest. The term is principally used in bankruptcy proceedings, the adjudication being the order which declares the debtor to be bankrupt. (Black's 4th)

Affidavit :
A written or printed declaration or statement of facts, made voluntarily, and confirmed by the oath or affirmation of the party making it, taken before an officer with authority to administer such oath. (Blacks 1st)

Agreement :

"Agreement" means the bargain of the parties in fact as found in their language or by implication from other circumstances including course of dealing or usage of trade or course of performance as provided in this code. Whether an agreement has legal consequences is determined by the provisions of this code, if applicable; otherwise by the law of contracts. (Section 1-103). UCC 1-201(3)

Allege :
To state, recite, assert, or charge; to make an allegation. To affirm, assert, or declare. (Blacks 4th)

Alleged :
Stated; recited; claimed; asserted; charged. (Blacks 4th)

Appearance Bond: Type of bail bond required to insure presence of defendant in a criminal case. As a Secured Party Creditor you can request an appearance bond without fees and charges from the judge or prosecutor. This is the most valuable use of your one free call and is the recommended first order business on being booked into jail. You can ask for the bond at your arraignment.

Arraignment:
crim. law practice. Signifies the calling of the defendant to the bar of the court, to answer the accusation contained in the indictment. It consists of three parts.

2.-1. Calling the defendant to the bar by his name, and commanding him to hold up his hand; this is done for the purpose of completely identifying the prisoner, as the person named in the indictment; the holding up his hand is not, however, indispensable, for if the prisoner should refuse to do so, he may be identified by any admission that he is the person intended. 1 Bl. Rep. 3.

3.-2. The reading of the indictment to enable him fully to understand, the charge to be produced against him; The mode in which it is read is, after' saying, "A B, hold up your hand," to proceed, "you stand indicted by the name of A B, late of, &c., for that you on, &c." and then go through the whole of the indictment

4.-3. After this is concluded, the clerk proceeds to the third part, by adding, "How say you, A B, are you guilty or not guilty?" Upon this, if the prisoner, confesses the charge, the confession is recorded, and nothing further is done till judgment if, on the contrary, he answers "not guilty", that plea is entered for him, and the clerk or attorney general, replies that he is guilty; when an issue is formed. Vide generally, Dalt. J. h.t.; Burn's J. h.t.; Williams; J. h.t.; 4 Bl. Com. 322; Harg. St. Tr. 4 vol. 777, 661; 2 Hale, 219; Cro. C. C. 7; 1 Chit. Cr. Law, 414. (Bouviers 1856 6th Ed.)

Artificial:
Created by Art, or by law; existing only by force of, or in contemplation of law. (Blacks 1st)

Artificial Person:

In a figurative sense, a body of men or company are sometimes called an artificial person, because the law associates them as one, and gives them various powers possessed by natural persons. Corporations are such artificial persons. 1 Bouv. Inst. n. 177. (Bouviers 1856 6th Ed.)

Assess: To ascertain; fix the value of. To fix the amount of the damages or the value of the thing to be ascertained. To impose a pecuniary payment upon persons or property. To ascertain, adjust, and settle that respective shares to be contributed by several persons toward an object beneficial to them all, in proportion to the benefit received. To tax.
In connection with taxation of property, means to make a valuation and appraisal of property, usually in connection with listing of property liable to taxation, and implies the exercise of discretion on the part of officials charged with duty of assessing. Including the listing of inventory of property involved, determination of extent of physical property, and placing of a value thereon. To adjust or fix the proportion of a tax which each person, of several liable to it, has to pay; to apportion a tax among several; to distribute taxation in a proportion founded on the proportion of burden and benefit. To calculate the rate and amount of taxes. To levy a charge on the owner of property for improvements thereto, such as for sewers or sidewalks. "Access " is sometimes used as synonymous with "levy". *See also* ASSESSMENT.

Assessment: In a general sense, the process of ascertaining and adjusting the shares respectively to be contributed by several persons toward a common beneficial object according to the benefit received. A valuation or a determination as to value of property. It is often used in connection with assessing property taxes or levying of property taxes. Also the amount assessed. *See also* Assess; Equalization.

Assumpsit:
contracts. An undertaking either express or implied, to perform a parole agreement. 1 Lilly's Reg. 132.

2. An express assumpsit is where one undertakes verbally or in writing, not under seal, or by matter of record, to perform an act, or to a sum of money to another.

3. An implied assumpsit is where one has not made any formal promise to do an act or to pay a sum of money to another, but who is presumed from his conduct to have assumed to do what is in point of law just and right; for, 1st, it is to be presumed that no one desires to enrich himself at the expense of another; 2d, it is a rule that he who desires the antecedent, must abide by the consequent; as, if I receive a loaf of bread or a newspaper daily sent to my house without orders, and I use it without objection, I am presumed to have accepted the terms upon which the person sending it had in contemplation, that I should pay a fair price for it; 3d, it is also a rule that everyone is presumed to assent to what is useful to him. See Assent (Bouviers 1856 6th Ed.)

Attach:
When the three basic prerequisites of security interest exist (agreement, value, and collateral) the security agreement becomes enforceable between the parties and is said to "attach". (Blacks 6th) - UCC 9-203

Attachment:
The act or process of taking, apprehending, or seizing persons or property, by virtue of a writ, summons, or other judicial order, and bringing the same into the custody of the law; used either for the purpose of bringing a person before the court, of acquiring jurisdiction over the property seized, to compel an appearance, to furnish security for debt or costs, or to arrest a fund in the hands of a third person who may become liable to pay it over. Also the writ or other process for the accomplishment of the purposes above enumerated, this being the more common use of the word. A remedy ancillary to an action by which plaintiff is enabled to acquire a lien upon property or effects of defendant for satisfaction of judgment which plaintiff may obtain. Though sometimes called an ancillary or auxiliary proceeding, it is in all essential respects, a suit.

The purpose is to take defendant's property into legal custody, so that it may be applied on defendant's debt to plaintiff when established.

At common law, "attachment" was procedure whereby sheriff was commanded to attach a defendant who, after being personally served, disobeyed original writ of summons, by keeping certain of his goods which he would forfeit if he did not appear, or by making him find securities who would be amerced if he continued his nonappearance, and, if after such attachment he still neglected to appear, he would not only forfeit this security, but was compelled by a writ of distringas infinite. (Black's 4th)

Attorn:
(#), v. i. [OF. atorner, aturner, atourner, to direct, prepare, dispose, attorn (cf. OE. atornen to return, adorn); à L. ad) + torner to turn; cf. LL. attornare to commit business to another, to attorn; ad + tornare to turn, L. tornare to turn in a lathe, to round off. See Turn, v. t.] (Webster's 1913)
1. (Feudal Law) To turn, or transfer homage and service, from one lord to another. This is the act of feudatories, vassals, or tenants, upon the alienation of the estate. Blackstone.
2. (Modern Law) To agree to become tenant to one to whom reversion has been granted.

Attorney: [e-'ter-ne]
pl: -neys Anglo-French atorné legal representative, from past participle of atorner to designate, appoint, from Old French, to prepare, arrange see attorn: a person authorized to act on another's behalf (Websters Law 1996)(Findlaw.com)

Bail:
practice, contracts. By bail is understood sureties, given according to law, to insure the appearance of a party in court. The persons who become surety are called bail.

Sometimes the term is applied, with a want of exactness, to the security given by a defendant, in order to obtain a stay of execution, after judgment, in civil cases., Bail is either civil or criminal. (Bouviers 1856 6th Ed.)

Bail:
n. Monetary amount for or condition of pretrial release from custody, normally set by a judge at the initial appearance. The purpose of bail is to insure the appearance of the accused at subsequent proceedings. If the accused is unable to make bail or otherwise unable to be released on his or her own recognizance, he or she is detained in custody. The Eighth Amendment (U.S. Constitution) provides that excessive bail shall not be required. -- The surety or sureties who procure the release of a person under arrest, by becoming responsible for his appearance at the time and place designated. Those persons who become sureties for the appearance of the defendant in court. (Blacks 6th)

Bailee:
"Bailee" means the person who, by a warehouse receipt, bill of lading, or other document of title, acknowledges possession of goods and contracts to deliver them. UCC 7-102(1)(a)

Bailee:
In the law of contracts. One to whom goods are bailed; the party to whom personal property is delivered under a contract of bailment. A species of agent to whom something moveable is committed in trust for another. (Blacks 4th)

Bailiff :
One to whom some authority, care, guardianship, or jurisdiction is delivered, committed, or entrusted; one who is deputed or appointed to take charge of another's affairs; an overseer or superintendent; a keeper, protector, or guardian; a steward. A sheriff's officer or deputy. A court attendant sometimes called a tipstaff.
A magistrate, who formerly administered justice in the parliaments or courts of France, answering to the English Sheriffs as mentioned by Bracton.
A person acting in a ministerial capacity that has by delivery the custody and administration of lands or goods for the benefit of the owner or bailer, and is liable to render an account thereof. (Blacks 4th)

Bank:
"Bank" means any person engaged in the business of banking. UCC 1-201

Bank:
A bench or seat; the bench of justice; the bench or tribunal occupied by the judges; the seat of judgment; a court. The full bench, or full court; the assembly of all the judges of a court.
An acclivity; an elevation or mound of earth, especially that which borders the sides of a water course.

An institution, of great value in the commercial world, empowered to receive deposits of money to make loans, and to issue its promissory notes (designated to circulate as money, and commonly called "bank-notes" or "bank-bills",) or to perform any one or more of these functions.
The house or place where the business of banking is carried on. (Blacks 4th)

Bank Acceptance :
Draft drawn on and accepted by bank. (Bouviers 3rd)

Banker:
A private person who keeps a bank; one is who engaged in the business of banking. Individual Banker -- Under some statutes, an individual banker, as distinguished from a "private banker" (q.v.), is a person who having complied with the statutory requirements, has received authority from the state to engage in the business of banking, while a private banker is a person is engaged in banking without having any special privileges or authority from the state.
Private Banker -- One who carries on the business of banking without being incorporated. One who carries on the business of banking by receiving money on deposit with or without interest, by buying and selling bills of exchange, promissory notes, gold or silver coin, bullion, incurrent money, bonds or stock, or other securities, and by loaning money without being incorporated. (Blacks 4th)

Bankers Acceptance:
A bill of exchange draft payable at maturity that is drawn by a creditor against his or her debtor. Bankers acceptances are short-term credit instruments most commonly used by persons or firms engaged in international trade. They are comparable to short-term government securities (for example, Treasury Bills) and may be sold on the open market at a discount. (Blacks 6th)

Banker's Note:
contracts. In England a distinction is made between bank notes, (q. v.) and bankers' notes. The latter are promissory notes, and resemble bank notes in every respect, except that they are given by persons acting as private bankers. 6 Mod. 29; 3 Chit. Com. Law, 590; 1 Leigh's N. P. 338. (Bouvier's 1856 6th Ed.)

Bankruptcy:
Popularly defined as insolvency, the inability of a debtor to play his debts as they become due. Technically, however, it is the legal process under the Federal Bankruptcy Act by which assets of the debtor are liquidated as quickly as possible to pay off his creditors and to discharge the bankrupt, or free him of his debts, so he can start anew. In reorganization, on the other hand, liquidation may be avoided and the debtor may continue to function, pay his creditors, and carry on business. (Barron's 3rd)

Barratry:

In criminal law. Also spelled "Barretry". The offence of frequently exciting and stirring up quarrels and suits, either at law or otherwise. Common barratry is the practice of exciting groundless judicial proceedings. Penal Code Cal. Section 158; In Maritime law. An act committed by the master or mariners of a vessel, for some unlawful or fraudulent purpose, contrary to their duty to the owners, whereby the latter sustain injury. (Blacks 4th)

BEARER: means the person in possession of an instrument, document of title, or certified security payable to bearer or indorsed in blank. UCC - definitions 1996-97 ed. p. 4 NOTE: Our mothers 'bear' us to birth.

Bench Warrant:
Process issued by the court itself, or "from the bench," for the attachment or arrest of a person; either in case of contempt, or where an indictment has been found, or to bring in a witness who does not obey the *subpoena*. So called to distinguish it from a warrant, issued by a justice of the peace, alderman, or commissioner. (Black's 4th)

Bench Warrant:
crim. law. The name of a process sometimes given to an attachment issued by order of a criminal court, against an individual for some contempt, or for the purpose of arresting a person accused; the latter is seldom granted unless when a true bill has been found. (Bouvier's 1856 6th Ed.)

Bill:
A written statement of the terms of a contract, or specification of the items of a contract or of a demand. Also, a general name for any item of indebtedness, whether receivable or payable. (Blacks 6th)
The creditor's written statement of his claim, specifying the items. (Black's 1st)
The creditor's written statement of his claim, specifying the items. It differs from an account stated in this, that a bill is the creditor's statement; an account stated is a statement that has been assented to by both parties. (Bouvier's 3rd)
A formal declaration, complaint, or statement of particular things in writing. As a legal term, this word has many meanings and applications, the more important of which are enumerated below.

1. A formal written statement of complaint to a court of justice. In the ancient practice of the court of king's bench, the usual and orderly method of beginning an action was by a bill, or original bill, or plaint. This was a written statement of the plaintiff's cause of action, like a declaration or complaint, and always alleged a trespass as the ground of it, in order to give the court jurisdiction. (Bill Chamber, Bill of Privilege, Bill of Proof)2. A species of writ.

A formal written declaration by a court to its officers, in the nature of process. (Bill of Middlesex)

3. A formal written petition. To a superior court for action to be taken in a cause already determined, or a record or certified account of the proceedings in

such action or some portion thereof, accompanying such a petition. (Bill of advocation, Bill of certiorari, Bill of evidence, Bill of exceptions)

4. In equity practice. A formal written complaint, in the nature of a petition, addressed by a suitor in chancery to the chancellor or to a court of equity or a court having equitable jurisdiction, showing the names of the parties, stating the facts which make up the case and the complainant's allegations, averring that the acts disclosed are contrary to equity, and praying for process and for specific relief, or for such relief as the circumstances demand. (Bill for a new trial, Bill for foreclosure, Bill for fraud, Bill in aid of execution, Bill in nature of a bill of review, Bill in nature of a bill of revivor, Bill in nature of a supplemental bill, Bill in nature of interpleader, Bill of conformity, Bill of discovery, Bill of information, Bill of interpleader, Bill of peace, Bill of review, Bill of revivor, Cross-bill, ...)

5. In legislation and Constitutional law. The word means a draft of an act of the legislature before it becomes a law; a proposed or projected law. A draft of an act presented to the legislature, but not enacted. Also, a special act passed by a legislative body in the exercise of a quasi judicial power.

6. A solemn and formal legislative declaration of popular rights and liberties. Promulgated on certain extraordinary occasions, as the famous Bill of Rights in English history. (Bill of Rights)

7. In the law of contracts. An obligation; a deed whereby the obligor acknowledges himself to owe to the obligee a certain sum of money or some other thing. It may be indented or poll, and with or without a penalty. (Bill obligatory, Bill of debt, Bill penal, Bill single)

8. In commercial law. A written statement of the terms of a contract, or specification of the items of a transaction or of a demand; also a general name for any item of indebtedness, whether receivable or payable.

Accounts for goods sold, services rendered, or work done. As a verb, as generally and customarily used in commercial transactions, "bill" is synonymous with "charge" or "invoice". (Bill-book, Bill-head, Bill of lading, Bill of parcels, Bill of sale, Bill payable, Bill receivable, Bill rendered, Grand bill of sale)

9. In the law of negotiable instruments. A promissory obligation for the payment of money. Standing alone or without qualifying words, the term is understood to mean a bank note, United States treasury note, or other piece of paper circulating as money. (Bill of credit, Bill of exchange, Domestic Bill of Exchange, Foreign Bill of Exchange, Inland bill of exchange)

10. In Maritime law. The term is applied to contracts of various sorts, but chiefly to bills of lading and to bills of adventure. (Bill of adventure, Bill of gross adventure, Bill of health)

11. In revenue law and procedure. The term is given to various documents filed in or issuing from a custom house, principally of the sorts described below. (Bill of entry, Bill of sight, Bill of store, Bill of sufferance)

12. In criminal law. A bill of indictment, see infra. (Bill of Appeal, Bill of indictment)

-- Bill of appeal. An ancient, but now abolished, method of criminal prosecution.

-- Bill of indictment. A formal written document accusing a person or persons named of having committed a felony or misdemeanor, lawfully laid before a grand

jury for their action upon it. If the grand jury decided that a trial ought to be had, they indorse on it "a true bill;" if otherwise, "not a true bill" or "not found."

13. In common law practice. An itemized statement or specification of particular details, especially items of cost or charge (Bill of costs, Bill of particulars)14. In English law- A draft of a patent for a charter, commission, dignity, office, or appointment.

Bill, True:
A true bill is an indictment approved of by a grand jury. Vide Bella Vera; True Bill. (Bouvier's 1856 6th Ed.)

Bill of Exchange:
A written order from A. to B., directing B. to pay C. a certain sum of money therein named. A bill of exchange is an instrument, negotiable in form, by which one, who is called the "drawer", requests another, called the "drawee", to pay a specified sum of money. A bill of exchange is an order by one person, called the "drawer" or "maker", to another, called the "drawee" or "acceptor", to pay money to another, (who may be the drawer himself,) called the "payee", or his order, or to the bearer. If the payee, or a bearer, transfers the bill by endorsement, he then becomes the "endorser". (Black's 1st)

Bond:
A certificate or evidence of a debt on which the issuing company or governmental body promises to pay the bondholders a specified amount of interest for a specified length of time, and to repay the loan on the expiration date. A long term debt instrument that promises to pay the lender a series of periodic interest payments in addition to returning the principal at maturity. In every case a bond represents debt - it's holder is a creditor of the corporation and not a part owner as is the shareholder. (Black's 6th)

Bondage:
Slavery; involuntary personal servitude; captivity (Black's 4th)

Calendar:
crim. law. A list of prisoners, containing their names, the time when they were committed, and by whom, and the cause of their commitments. (Bouvier's 1856 6th Ed.)

Calendar of Prisoners:
In English practice. A list kept by the Sheriffs containing the names of all the prisoners in their custody, with the several judgments against each in the margin. (Blacks 4th)

Special Calendar:
A calendar of list of causes, containing those set down specially for hearing, trial, or argument. (Black's 4th)

Calendar Year:
The period from January 1st to December 31, inclusively. (Black's 4th)

Call:
N .Contract language. As used in contract, means demand for payment of, especially by formal notice.
Conveyancing. A visible natural object or landmark designated in a patent, entry, grant, or other conveyance of lands, as a limit or boundary to the land described, with which the points of surveying must correspond. Also the courses and distances designated.
Corporation Law. A demand by directors upon subscribers for shares for payment of a portion or installment; in this sense, it is capable of three meanings: (1) The resolution of the directors to levy the assessment; (2) its notification to the persons liable to pay; (3) the time when it becomes payable.
Although the terms "call" and "assessment" are often used synonymously, the latter term applies with peculiar aptness to contributions above the par value of stock or the subscription liability of the stockholders.
Dealings in Futures. Deposit of more margin.
Dealings in Securities or Grain. Option or right to demand a certain amount of securities or grain at a fixed price at or within certain time agreed on. (Black's 4th)

Call:
To summon or demand by name; to demand the presence and participation of a number of persons by calling aloud their names, either in a pre-arranged and systematic order or in a succession determined by chance. Terms "called" and "sold" are equivalent.
Call of the House, Calling a Summons, Calling an Election, Calling the Docket
The public calling of the docket or list of causes at commencement of term of court for setting a time for trial or entering orders of continuance, default, nonsuit, etc. (Black's 4th)

Camera:
In old English law. A chamber, room, or apartment; a judge's chamber; a treasury; a chest or coffer. Also, a stipend payable from vassal to lord; an annuity. See In Camera (Black's 4th)

Case:
Action, cause, suit, or controversy. A general term for an action, cause, suit, or controversy, at law or in equity; a question contested before a court of justice; an aggregate of facts which furnishes occasion for the exercise of the jurisdiction of a court of justice. The word "case' or "cause" means a judicial proceeding for the determination of a controversy between parties wherein rights are enforced or protected, or wrongs are prevented, or redressed. Any proceeding judicial in its nature.
Cases and controversies.

This term, as used in the Constitution of the United States, embraces claims or contentions of litigants brought before the court for adjudication by regular proceedings established for the protection or enforcement of rights, or the prevention, redress or punishment of wrongs; and whenever the claim or contention of a party takes such a form that the judicial power is capable of acting upon it, it has become a case or controversy. (Black's 4th)

Case :

remedies. This is the name of an action in very general use, which lies where a party sues for damages for any wrong or cause of complaint to which covenant or trespass will not lie. Steph. Pl. 153 Wodd. 167 Ham. N. P.

1. Vide Writ of trespass on the case. In its most comprehensive signification, case includes assumpsit as well as an action in form ex delicto; but when simply mentioned, it is usually understood to mean an action in form ex delicto. 7 T. R. 36. It is a liberal action; Burr, 906, 1011 1 Bl. Rep. 199; bailable at common law. 2 Barr 927-8; founded on the justice and conscience of the Tiff's case, and is in the nature of a bill in equity 3 Burr, 1353, 1357 and the substance of a count in case is the damage assigned. 1 Bl. Rep. 200. (Bouvier's 1856 6th Ed.)

Cash:

Money or its equivalent; usually ready money. (Black's 4th)

commerce. Money on hand, which a merchant, trader or other person has to do business with.

2. Cash price, in contracts, is the price of articles paid for in cash, in contradistinction to the credit price. Pard. n. 85; Chipm. Contr. 110. In common parlance, bank notes are considered as cash; but bills receivable are not. (Bouvier's 1856 6th Ed.)

Cause practice. A Contested question before a court of justice; it is a Suit or action. Causes are civil or criminal. Wood's Civ. Law, 302; Code, 2, 416. (Bouvier's 1856 6th Ed.)

Cause of Action:

By this phrase is understood the right to bring an action, which implies, that there is some person in existence who can assert, and also a person who can lawfully be sued; for example, where the payee of a bill was dead at the time when it fell due, it was held the cause of action did not accrue, and consequently the statute of limitations did not begin to run until letters of administration had been obtained by someone. 4 Bing. 686.

2. There is no cause of action till the claimant can legally sue, therefore the statute of limitations does not run from the making of a promise, if it were to perform something at a future time, but only from the expiration of that time, though, when the obligor promises to pay on demand, or generally, without specifying day, he may be sued immediately, and then the cause of action has accrued. 5 Bar. & Cr. 860; 8 Dowl. & R. 346.When a wrong has been committed, or a breach of duty has occurred, the cause of action has accrued, though the claimant

may be ignorant of it. 3 Barn. & Ald. 288, 626 5 B. & C. 259; 4 C. & P. 127. (Bouvier's 1856 6th Ed.)

Chamber of Accounts :
In French law. A sovereign court, of great antiquity, in Franch, which took cognizance of and registered the accounts of the king's revenue; nearly the same as the English court of exchequer. (Black's 4th)

Chamber of Commerce:
A society of the principal merchants and traders of a city, who meet to promote the general trade and commerce of the place. Some of these are incorporated, as in Philadelphia. (Bouvier's 1856 6th Ed.)

Charge:
v. To impose a burden, obligation or lien; to create a claim against property; to claim, to demand; to instruct a jury on matters of law. n. In general. An encumbrance, lien, or burden; an obligation, or duty; a liability; an accusation. In contracts. An obligation, binding upon him who enters into it, which may be removed or taken away by a discharge. (Black's 1st)
Conversion of electrical energy into chemical energy within a cell or storage battery. (Black's 4th)
In criminal law
An accusation or oral charge. A formal complaint, information, or indictment. A count. (Black's 4th)

Charge and Discharge:
Under former equity practice, in taking an account before a master, a written statement of items for which plaintiff asked credit and a counter-statement, exhibiting claims or demands defendant held against plaintiff. (Black's 4th)

Charge-Back :
(a) A collecting bank has a security interest in an item and any accompanying documents or the proceeds of either:...(2) In case of an item for which it has given credit available for withdrawal as of right, to the extent of the credit given, whether or not the credit is drawn upon or there is a right of charge-back. (UCC 4-210(a)(2)

Charge-Sheet:
A paper kept at a police station to receive each night the names of the persons brought and given into custody, the nature of the accusation, and the name of the accuser in each case. (Black's 4th)

Charges:
The expenses which have been incurred, or disbursements made, in connection with a contract, suit or business transaction. Spoken of an action, it is said that the

term includes more than what falls under the technical description of "costs." (Black's 4th)

Chattels, property:
A term which includes all kinds of property, except the freehold or things which are parcel of it. It is a more extensive term than goods or effects. Debtors taken in execution, captives, apprentices, are accounted chattels. Godol. Orph. Leg. part 3, chap. 6, Sec. 1.

2. Chattels are personal or real. Personal, are such as belong immediately to the person of a man; chattels real, are such as either appertain not immediately to the person, but to something by way of dependency, as a box with the title deeds of lands; or such as are issuing out of some real estate, as a lease of lands, or term of years, which pass like personally to the executor of the owner. Co. Litt. 118; 1 Chit. Pr. 90; 8 Vin. Ab. 296; 11 Vin. Ab. 166; 14 Vin. Ab. 109; Bac. Ab. Baron, &c. C 2; 2 Kent, Com. 278; Dane's Ab. Index, h.t.; Com. Dig. Biens, A; Bouv. Inst. Index, h.t. Cheat, criminal law, torts. A cheat is a deceitful practice, of a public nature, in defrauding another of a known right, by some artful device, contrary to the plain rules of common honesty. 1 Hawk. 343.

2. To constitute a cheat, the offence must be, 1st. of a public nature for every species of fraud and dishonesty in transactions between individuals and is not the subject-matter of a criminal charge at common law; it must be such as is calculated to defraud numbers, and to deceive the people in general. 2 East, P. C. 816; 7 John. R. 201; 14 John. R. 371; 1 Greenl. R. 387; 6. Mass. R. 72; 9 Cowen, R. 588; 9 Wend. R. 187; 1 Yerg. R. 76; 1 Mass. 137. 2. The cheating must be done by false weights, false measures, false tokens, or the like, calculated to deceive numbers. 2 Burr, 1125; 1 W. Bl. R. 273; Holt, R. 354.

3. That the object of the defendant in defrauding the prosecutor was successful. If unsuccessful, it is a mere attempt. (q.v.) 2 Mass. 139. When two or more enter into an agreement to cheat, the offence is a conspiracy. (q.v.) To call a man a cheat is slanderous. Hetl. 167; 1 Roll's Ab. 53; 2 Lev. 62. Vide Illiterate; Token.

Chattel Paper:
"Chattel Paper" means a writing or writings which evidence both a monetary obligation and a security interest in a lease of specified goods, but a charter or other contract involving the use or hire of a vessel is not chattel paper. When a transaction is evidenced by both a security agreement or a lease and by an instrument or series of instruments, the group of writings taken together constitutes chattel paper. -- UCC 9-105(b)

Check: A draft drawn upon a bank and payable on demand, signed by the maker or drawer, containing an unconditional promise to pay a sum certain in money to the order of the payee.

The Federal Reserve Board defines a check as "a draft or order upon a bank or banking house purporting to be drawn upon a deposit of funds for the payment at all events of a certain sum of money to as certain person therein named or to him

or his order or to bearer and payable instantly on demand." It must contain the phrase "pay to the order of."

City:
In England - An incorporated town or borough which is or has been the see of a bishop.
A large town, incorporated with certain privileges. The inhabitants of a city. The citizens.
In America - A municipal corporation. Also a territory within the corporate limits. (Black's 4th)

Civil Death, persons:
The change of the state (q.v.) of a person who is declared civilly dead by judgment of a competent tribunal. In such case, the person against whom such sentence is pronounced is considered dead. 2 John. R. 218. See Gilb. Uses, 150; 2 Bulst. 188; Co. tit. 132; Jenk. Cent. 250; 1 Keble, 398; Prest. on Convey. 140. Vide Death, civil. (Bouvier's 1856 6th Ed.)

Civil Law:
That body of law which every practical nation, commonwealth, or city has established peculiarly for itself; more properly called "municipal" law, to distinguish it from the "law of nature", and from international law. The system of jurisprudence held and administered in the Roman Empire, particularly as set forth in the compilation of Justinian and his successors -- comprising the institutes, Code, Digest, and Novels, and collectively denominated the "Corpus Juris Civilis", -- as distinguished from the common law of England and Canon law. (Black's 6th)

Claim:
A challenge of property or ownership of a thing which is wrongfully withheld; to demand as one's own; to assert. A right or title. To state; to urge; to insist. (Black's 4th) Note: A claim is a dispute over title!!! The master/servant relationship. We must re-claim and reunite our RIGHT and TITLE to prevail. We have VALUE only if we can ACQUIRE our RIGHTS. The subject/citizen (debtor/slave on the Plantation!) cannot own title nor do they 'possess title to their property.

To demand as one's own or as one's right; to assert; to urge; to insist. A cause of action. Means by or through which claimant obtains possession or enjoyment of privilege or thing. Demand for money or property as of right, e.g. insurance claim.

With respect to claims to a negotiable instrument of which a holder in due course takes free, the term "claim" means any interest or remedy recognized in law or equity that creates in the claimant a right to the interest or its proceeds.

Right to payment, whether or not such right is reduced to judgment, liquidated, un-liquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, secured, or unsecured; or right to an equitable remedy for breach of

performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, un-matured, disputed, undisputed, secured, or unsecured. Bankruptcy Code, § 101.

Clearing House, com. law:
Among the English bankers, the clearing house is a place in Lombard street, in London, where the bankers of that city daily settle with each other the balances which they owe, or to which they are entitled. Desks are placed around the room, one of which is appropriated to each banking house, and they are: occupied in alphabetical order. Each clerk has a box or drawer along side of him, and the name of the house he represents is inscribed over his head. A clerk of each house comes in about half past three o'clock in the afternoon, and brings the drafts or checks on the other bankers, which have been paid by his house that day, and deposits them in their proper drawers. The clerk at the desk credits their accounts separately which they have against him, as found in the drawer. Balances are thus struck from all the accounts, and the claims transferred from one to another, until they are so wound up and cancelled, that each clerk has only to settle with two or three others, and the balances are immediately paid. When drafts are paid at so late an hour that they cannot be cleared that day, they are sent to the houses on which they are drawn, to be marked, that is, a memorandum is made on them, and they are to be cleared the next day. See Gilbert's Practical Treatise on Banking, pp. 16-20, Babbage on the Economy of Machines, n. 173, 174; Kelly's Cambist; Byles, on Bills, 106, 110; Pulling's Laws and Customs of London, 437. (Bouvier's 1856 6th Ed.)

Clerk:
commerce, contract. A person in the employ of a merchant, who attends only to a part of his business, while the merchant himself superintends the whole. He differs from a factor in this, that the latter wholly supplies the place of his principal in respect to the property consigned to him. Pard. Dr. Com. n. 38, 1 Chit. Pract. 80; 2 Bouv. Inst. n. 1287. (Bouvier's 1856 6th Ed.)

Clerk:
officer. A person employed in an office, public or private, for keeping records or accounts. His business is to write or register, in proper form, the transactions of the tribunal or body to which he belongs. Some clerks, however, have little or no writing to do in their offices, as, the clerk of the market, whose duties are confined chiefly to superintending the markets. In the English law, clerk also signifies a clergyman. (Bouvier's 1856 6th Ed.)

Code:
A system used for brevity or secrecy of communication, in which arbitrarily chosen words, letters, or symbols are assigned definite meanings. (Webster's)
A collection, compendium or revision of laws. A complete system of positive law, scientifically arranged and promulgated by legislative authority. (Black's 4th)

Cognizance:
practice. Sometimes signifies jurisdiction and judicial power, and sometimes the hearing of a matter judicially. It is a term used in the acknowledgment of a fine. See Vaughan's Rep. 207. (Bouvier's 1856 6th Ed.)

Collateral:
"Collateral" means the property subject to a security interest, and includes accounts and chattel paper which have been sold. UCC 9-105(c)

Commerce:
trade, contracts. The exchange of commodities for commodities; considered in a legal point of view, it consists in the various agreements which have for their object to facilitate the exchange of the products of the earth or industry of man, with an intent to realize a profit. Pard. Dr. Coin. n. 1. In a narrower sense, commerce signifies any reciprocal agreements between two persons, by which one delivers to the other a thing, which the latter accepts, and for which he pays a consideration; if the consideration be money, it is called a sale; if any other thing than money, it is called exchange or barter. Domat, Dr. Pub. liv. 1, tit. 7, s. 1, n. 2. Congress have power by the Constitution to regulate commerce with foreign nations and among the several states, and with the Indian tribes. 1 Kent. 431; Story on Const. Sec. 1052, et seq. The sense in which the word commerce is used in the Constitution seems not only to include traffic, but intercourse and navigation. Story, Sec. 1057; 9 Wheat. 190, 191, 215, 229; 1 Tuck. Bl. App. 249 to 252. Vide 17 John. R. 488; 4 John. Ch. R. 150; 6 John. Ch. R. 300; 1 Halst. R. 285; Id. 236; 3 Cowen R. 713; 12 Wheat. R. 419; 1 Brock. R. 423; 11 Pet. R. 102; 6 Cowen, R. 169; 3 Dana, R. 274; 6 Pet. R. 515; 13 S. & R. 205. (Bouvier's 1856 6th Ed.)

Commercial Law:
A phrase used to designate the whole body of substantive jurisprudence (e.g. Uniform Commercial Code, Truth in Lending Act) applicable to the rights, intercourse, of persons engaged in commerce, trade or mercantile pursuits. (Black's 6th)

Commercial Paper:
Bills of exchange, promissory notes, bank-checks, and other negotiable instruments for the payment of money, which, by their form and on their face, purport to be such instruments as are, by the law-merchant, recognized as falling under the designation of "commercial paper". Negotiable paper given in due course of business, whether the element of negotiability be given it by the law-merchant or by statute. (Black's 4th)

To Commit:
To send a person to prison by virtue of a warrant or other lawful writ, for the commission of a crime, offence or misdemeanor, or for a contempt, or non-payment of a debt. (Bouvier's 1856 6th Ed.)

Commit:
To perpetrate, as a crime; to perform, as an act. To send a person to prison by virtue of a lawful authority, for any crime or contempt, or to an asylum, workhouse, reformatory, or the like, by authority of a court or magistrate. To deliver a defendant to the custody of a sheriff or marshal, on his surrender by his bail.

Commitment:
criminal law, practice. The warrant. or order by which a court or magistrate directs a ministerial officer to take a person to prison. The commitment is either for further hearing, (q.v.) or it is final.

2. The formal requisites of the commitment are, 1st. that it be in writing, under hand, and seal, and show the authority of the magistrate, and the time and place of making it. 3 Har. & McHen. 113; Charl. 280; 3 Cranch, R. 448; see Harp. R. 313. In this case it is said a seal is not indispensable.

3. - 2d. It must be made in the name of the United States, or of the commonwealth, or people, as required by the Constitution of the United States or, of the several states.

4. - 3d. It should be directed to the keeper of the prison, and not generally to carry the party to prison. 2 Str. 934; 1 Ld. Raym. 424.

5. - 4th. The prisoner should be described by his name and surname, or the name he gives as his.

6. - 5th. The commitment ought to state that the party has been charged on oath. 3 Cranch, R.448. But see 2 Virg. Cas. 504; 2 Bail. R. 290.

7. - 6th. The particular crime charged against the prisoner should be mentioned with convenient certainty. 3 Cranch, R. 449; 11 St. Tr. 304. 318; Hawk. B. 2, c. 16, s. 16 Chit. Cr. Law, 110.

8. - 7th. The commitment should point out the place of imprisonment, and not merely direct that the party be taken to prison. 2 Str. 934; 1 Ld. Ray. 424.

9. - 8th. In a final commitment, the command to the keeper of the prison should be to keep the prisoner "until he shall be discharged by due course of law," when the offence is not bailable; when it is bailable the gaoler should be, directed to keep the prisoner in his "said custody for want of sureties, or until he shall be discharged by due course of law." When the commitment is not final, it is usual to commit the prisoner "for further hearing." The commitment is also called a mittimus. (q.v.)

10. The act of sending a person to prison charged with the commission of a crime by virtue of such a warrant is also called a commitment. Vide, generally, 4 Vin. Ab. 576; Bac. Ab. h.t.; 4 Cranch, R. 129; 4 Dall. R. 412; 1 Ashm. R. 248; 1 Cowen, R. 144; 3 Conn. R. 502; Wright, R. 691; 2 Virg. Cas. 276; Hardin, R. 249; 4 Mass. R. 497; 14 John. R. 371 2 Virg. Cas. 594; 1 Tyler, R. 444; U. S. Dig. h.t. (Bouvier's 1856 6th Ed.)

Commitment:
In practice. The warrant or *mittimus* by which a court or magistrate directs an officer to take a person to prison. Authority for holding in prison one convicted of

crime. A process directed to a ministerial officer by whom a person is to be confined in prison, usually issued by a court or magistrate.

A warrant which does not direct an officer to commit a party to prison but only to receive him into custody and safely keep him for further examination, is not a commitment.

The act of sending a person to prison by means of such a warrant or order. (Black's 4th)

Communication:

Information given, the sharing of knowledge by one with another; conference; consultation or bargaining preparatory to making a contract. Intercourse; connection. Also, the Masonic equivalent for the word "meeting". (Black's 4th)

Complaint:

In civil practice - In those states having a Code of Civil Procedure, the complaint is the first or initiatory pleading on the part of the plaintiff in a civil action. It corresponds to the declaration in the common-law practice.

In criminal law. A charge, preferred before a magistrate having jurisdiction that a person named (or an unknown person) has committed a specified offense, with an offer to prove the fact, to the end that a prosecution may be instituted. It is a technical term, descriptive of proceedings before a magistrate. The complaint is an allegation, made before a proper magistrate, that a person has been guilty of a designated public offense. (Black's 1st)

In some instances "complaint" is interchangeable with "information". And is often used interchangeably with "affidavit". (Black's 4th)

Compulsory Counterclaim:

A pleading shall state as a counterclaim any claim which at the time of serving the pleading the pleader has against any opposing party, if it arises out of the transaction or occurrence that is the subject matter of the opposing party's claim and does not require for its adjudication the presence of third parties of whom the court cannot acquire jurisdiction. But the pleader need not state the claim if the opposing party brought suit by attachment or other process by which the court did not acquire jurisdiction to render a personal judgment on that claim. Fed. R. Civil P. 13(a) For claim to constitute a compulsory counterclaim, it must be logically related to original claim and arise out of same subject matter on which original claim is based; many of the same factual legal issues, or offshoots of same basic controversy between parties must be involved in a compulsory counterclaim. (Black's 6th - Codified at 28 USC Rule 13(a))

Comptrollers:

There are officers who bear this name, in the treasury department of the United States.

2. There are two comptrollers. It is the duty of the first to examine all accounts settled by the first and fifth auditors, and certify the balances arising thereon to the register; to countersign all warrants drawn by the secretary of the treasury, other

than those drawn on the requisitions of the secretaries of the war and navy departments, which shall be warranted by law; to report to the secretary the official forms to be issued in the different offices for collecting the public revenues, and the manner and form of stating the accounts of the several persons employed therein; and to superintend the preservation of the public accounts, subject to his revision; and to provide for the payment of all moneys which may be collected. Act of March 3, 1817, sect. 8; Act of Sept. 2, 1789, s. 2 Act of March 7, 1822.

3. To superintend the recovery of all debts due to the United States; to direct suits and legal proceedings, and to take such measures as may be authorized by the laws, to enforce prompt payment of all such debt; Act of March 3, 1817, sect. 10; Act of Sept. 2, 1789, s. 2; to lay before congress annually, during the first week of their session, a list of such officers as shall have failed in that year to make the settlement required by law; and a statement of the accounts in the treasury, war, and navy departments, which may have remained more than three years unsettled, or on which balances appear to have been due more than three years prior to the thirteenth day of September, then last past; together with a statement of the causes which have prevented a settlement of the accounts, or the recovery of the balances due to the United States. Act of March 3, 1809, sect. 2.

4. Besides these, this officer is required to perform minor duties, which the plan of this work forbids to be enumerated here.

5. His salary is three thousand five hundred dollars per annum. Act of Feb. 20, 1804, s. 1.

6. The duties of the second comptroller are to examine all accounts settled by the second, third and fourth auditors, and certify the balances arising -thereon to the secretary of the department in which the expenditure has been incurred; to counter-sign all the warrants drawn by the secretary of the treasury upon the requisition of the secretaries of the war and navy departments, which shall be warranted by law; to report to the said secretaries the official forms to be issued in the different offices for disbursing public money in those departments, and the manner and form of keeping and stating the accounts of the persons employed therein, and to superintend the preservation of public accounts subject to his revision. His salary is three thousand dollars per annum. Act of March 3, 1817, s. 9 and 15; Act of May 7, 1822.

7. A similar officer exists in several of the states, whose official title is comptroller of the public accounts, auditor general, or other title descriptive of the duties of the office. (Bouvier's 1856 6th Ed.)

Comptroller:
A public officer of a state or municipal corporation, charged with certain duties in relation to the fiscal affairs of the same, principally to examine and audit the accounts of collectors of the public money, to keep records, and report the financial situation from time to time. There are also officers bearing this name in the treasury department of the United States. (Black's 4th)

Conclusion of law: Statement of court as to law applicable on basis of facts found by jury; Finding by court as determined through application of rules of law. The

final judgment or decree required on basis of facts found or verdict.

Propositions of law which judge arrives at after, and as a result of, finding certain facts in case tried without jury or an advisory jury and as to these he must state them separately in writing. *See also* judgment.

Condemn:
To find or adjudge guilty. To adjudge or sentence. To adjudge (as an admiralty court) that a vessel is a prize, or that she is unfit for service. To set apart or expropriate property for public use, in the exercise of the power of eminent domain. (Black's 4th)

Condemnation:
In admiralty law. The judgment or sentence of a court having jurisdiction and acting *in rem*, by which (1) it is declared that a vessel which has been captured at sea as a prize was lawfully so seized and is liable to be treated as prize; or (2) that property which has been seized for an alleged violation of the revenue laws, neutrality laws, navigation laws, etc. was lawfully so seized, and is, for such cause, forfeited to the government; or (3) that the vessel which is the subject of inquiry is unfit and unsafe for navigation.
In the civil law. A sentence or judgment which condemns someone to do, to give, or to pay something, or which declares that his claim or pretentions are unfounded.
In real property law. The process by which property of a private owner is taken for public use, without his consent, but upon the award and payment of just compensation, being in the nature of a forced sale and condemner stands toward owner as buyer toward seller. (Black's 4th)

Condemnation:
mar. law. The sentence or judgment of a court of competent jurisdiction that a ship or vessel taken as a prize on the high seas, was liable to capture, and was properly and legally captured.

2. By the general practice of the law of nations, a sentence of condemnation is, at present, generally deemed necessary in order to divest the title of a vessel taken as a prize. Until this has been done the original owner may regain his property, although the ship may have been in possession of the enemy twenty-four hours, or carried infra praesidia. 1 Rob. Rep. 134; 3 Rob. Rep. 97, n.; Carth. 423; Chit. Law of Nat. 99, 100; 10 Mod. 79; Abb. on Sh. 14; Wesk. on Ins. h.t.; Marsh. on Ins. 402. A sentence of condemnation is generally binding everywhere. Marsh. on Ins. 402.

3. The term condemnation is also applied to the sentence which declares a ship to be unfit for service; this sentence and the grounds of it may, however, be re-examined and litigated by parties interested in disputing it. 5 Esp. N. P. C. 65; Abb. on Shipp. 4. (Bouvier's 1856 6th Ed.)

Condemnation:
civil law. A sentence of judgment which condemns someone to do, to give, or to pay something; or which declares that his claim or pretensions are unfounded. This word is also used by common lawyers, though it is more usual to say conviction, both in civil and criminal cases. It is a maxim that no man ought to be condemned unheard, and without the opportunity of being heard. (Bouvier's 1856 6th Ed.)

Conditional Acceptance:
An engagement to pay the draft or accept the offer on the happening of a condition. A "conditional acceptance" is in effect a statement that the offeree is willing to enter into a bargain differing in some respects from that proposed in the original offer. The conditional acceptance is, therefore, itself a counter-offer. (Black's 6th)

Consent:
A concurrence of wills. Voluntarily yielding the will to the proposition of another; acquiescence or compliance therewith. "Consent" is an active acquiescence as distinguished from "assent," meaning a silent acquiescence. (Black's 4th)

Consideration:
Practice. A technical term indicating that a tribunal has heard and judicially determined matters submitted to it. Contracts. The inducement to a contract. The cause, motive, price, or impelling influence which induces a contracting party to enter into a contract. The reason or material cause of a contract. (Black's 4th)

Constitution:
contracts. The Constitution of a contract, is the making of the contract as the written Constitution of a debt. 1 Bell's Com. 332, 5th ed. (Bouvier's 1856 6th Ed.)

Contempt of Court:
Any act which is calculated to embarrass, hinder, or obstruct court in administration of justice, or which is calculated to lessen Its authority or It's dignity. Contempt's are also classed as civil or criminal. The former are those quasi contempt's which consists in the failure to do something which the party is ordered by the court to do for the benefit or advantage of another party to the proceedings before the court, while criminal contempt's are acts done in disrespect of the court or it's process or which obstruct the administration of justice or tend to bring the court into disrespect. (Blacks 4th)

Contract:
"Contract" means the total legal obligation which results from the parties' agreement as affected by this code and any other applicable rules of law. UCC 1-201(11)

Contract
This term, in its more extensive sense, includes every description of agreement, or obligation, whereby one party becomes bound to another to pay a sum of money,

or to do or omit to do a certain act; or, a contract is an act which contains a perfect obligation. In its more confined sense, it is an agreement between two or more persons, concerning something to be, done, whereby both parties are bound to each other, or one is bound to the other. 1 Pow. Contr. 6; Civ. Code of Lo. art. 1754; Code Civ. 1101; Poth. Oblig. pt. i. c. 1, S. 1, Sec. 1; Blackstone, (2 Comm. 442,) defines it to be an agreement, upon a sufficient consideration, to do or not to do a particular thing. A contract has also been defined to be a compact between two or more persons. 6 Cranch, R. 136.

2. Contracts are divided into express or implied. An express contract is one where the terms of the agreement are openly uttered and avowed at the time of making, as to paying a stated price for certain goods. 2 Bl. Com. 443.

3. Express contracts are of three sorts 1. Bi parole, or in writing, as contradistinguished from specialties. 2. By specialty or under seal. 3. Of record.

4.-1. A parole contract is defined to be a bargain or voluntary agreement made, either orally or in writing not under, seal upon a good consideration, between two or more persons capable of contracting to do a lawful act, or to omit to do something, the performance whereof is not enjoined by law. 1 Com. Contr. 2 Chit. Contr. 2.

5. From this definition it appears, that to constitute a sufficient parole agreement, there must be, 1st. The reciprocal or mutual assent of two or more persons competent to contract. Every agreement ought to be so certain and complete, that each party may have an action upon it; and the agreement would be incomplete if either party withheld his assent to any of its terms. Peake's R. 227; 3 T. R. 653; 1 B. & A. 681 1 Pick. R. 278. The agreement must, in general, be obligatory on both parties, or it binds neither. To this rule there are, however, some exceptions, as in the case of an infant's contract. He may always sue, though he cannot be sued, on his contract. Stra. 937. See other instances; 6 East, 307; 3 Taunt. 169; 5 Taunt. 788; 3 B. & C. 232.

6.-2d. There must be a good and valid consideration, motive or inducement to make the promise, upon which a party is charged, for this is of the very essence of a contract under seal, and must exist, although the contract be reduced to writing. 7 T. R. 350, note (a); 2 Bl. Coin. 444. See this Dict. Consideration; Fonb. Tr. Eq. 335, n. (a) Chit. Bills. 68.

7.-3d. There must be a thing to be done, which is not forbidden; or a thing to be omitted, the performance of which is not enjoined by law. A fraudulent or immoral contract, or one contrary to public policy is void Chit. Contr. 215, 217, 222: and it is also void if contrary to a statute. Id. 228 to 250; 1 Binn. 118; 4 Dall. 298 4 Yeates, 24, 84; 6 Binn. 321; 4 Serg & Rawle, 159; 4 Dall. 269; 1 Binn. 110 2 Browne's R. 48. As to contracts which are void for want of a compliance with the statutes of frauds, see Frauds, Statute of.

8.-2. The second kind of express contracts are specialties, or those which are made under seal, as deeds, bonds, and the like; they are not merely written, but delivered over by the party bound. The solemnity and deliberation with which, on account of the ceremonies to be observed, a deed or bond is presumed to be entered into, attach to it an importance and character which do not belong to a simple contract. In the case of a specialty, no consideration is necessary to give it

validity, even in a court of equity. Plowd. 308; 7 T. R. 477; 4 B. & A. 652; 3 T. R. 438; 3 Bingh. 111, 112; 1 Fonb. Eq, 342, note When, a contract by specialty has been changed by a parole agreement, the whole of it becomes a parole contract. 2 Watts, 451; 9 Pick. 298; see 13 Wend. 71.

9.-3. The highest kind of express contracts are those of record, such as judgments, recognizance of bail, and in England, statutes merchant and staple, and other securities of the same nature, cutered into with the intervention of some public authority. 2 Bl. Com. 465. See Authentic Facts.

10. Implied contracts are such as reason and justice dictates, and which, therefore, the law presumes every man undertakes to perform; as if a man employs another to do any business for him, or perform any work, the law implies that the former contracted or undertook to pay the latter as much as his labor is worth; see Quantum merwit; or if one takes up goods from a tradesman, without any agreement of price, the law concludes that he contracts to pay their value. 2 Bl. Com. 443. See Quantum valebant; Assumpsit. Com. Dig. Action upon the case upon assumpsit, A 1; Id. Agreement.

11. By the laws of Louisiana, when considered as to the obligation of the parties, contracts are either unilateral or reciprocal. When the party to whom the engagement is made, makes no express agreement on his part, the contract is called unilateral, even in cases where the law attaches certain obligations to his acceptance. Civ. Code of Lo. art. 1758. A loan for use, and a loan of money, are of this kind. Poth. Ob. P. 1, c. 1, s. 1, art. 2. A reciprocal contract is where the parties expressly enter into mutual engagements such as sale, hire, and the like. Id.

12. Contracts, considered in relation to their substance, are either commutative or independent, principal or accessory.

13. Commutative contracts, are those in which what is done, given or promised by one party, is considered as equivalent to, or in consideration of what is done, given or promised by the other. Civ. Code of Lo. art. 1761.

14. Independent contracts are those in which the mutual acts or promises have no relation to each other, either as equivalents or as considerations. Id. art. 1762.

15. A principal contract is one entered into by both parties, on their accounts, or in the several qualities they assume.

16. An accessory contract is made for assuring the performance of a prior contract, either by the same parties or by others, such as surety, mortgage, and pledges. Id. art. 1764. Poth. Obl. p. 1, c. 1, s. 1, art. 2, n. 14.

17. Contracts, considered in relation to the motive for. making them, are either gratuitous or onerous. To be gratuitous, the object of a contract must be to benefit the person with whom it is made, without any profit or advantage, received or promised, as a consideration for it. It is not, however, the less gratuitous, if it proceeds either from gratitude for a benefit before received, or from the hope of receiving one hereafter, although such benefits be of a pecuniary nature. Id. art. 1766. Anything given or promised, as a consideration for the engagement or gift; any service, interest, or condition, imposed on what is given or promised, although unequal to it in value, makes a contract onerous in its nature. Id. art. 1767.

18. Considered in relation to their effects, contracts are either certain or hazardous. A contract is certain, when the thing to be done is supposed to depend

on the will of the party, or when, in the usual course of events, it must happen in the manner stipulated. It is hazardous, when the performance of that which is one of its objects, depends on an uncertain event. Id. art. 1769.

19. Pothier, in his excellent treatise on Obligations, p. 1, c. 1, s. 1, art. 2, divides contracts under the five following heads:

20.-1. Into reciprocal and unilateral.

21.-2. Into consensual, or those which are formed by the mere consent of the parties, such as sale, hiring and mandate; and those in which it is necessary that there should be something more than mere consent, such as loan of money, deposit or pledge, which from their nature require a delivery of the thing, (rei); whence they are called real contracts. See Real Contracts.

22.-3. Into first, contracts of mutual interest, which are such as are entered into for the reciprocal interest and utility of each of the parties, as sales exchange, partnership, and the like.

23.-2d. Contracts of beneficence, which are those by which only one of the contracting parties is benefited, as loans, deposit and mandate. 3d. Mixed contracts, which are those by which one of the parties confers a benefit on the other, receiving something of inferior value in return, such as a donation subject to a charge.

24.-4. Into principal and accessory.

25.-5. Into those which are subjected by the civil law to certain rules and forms, and those which are regulated by mere natural justice. See, generally, as to contracts, Bouv. Inst. Index, h.t.; Chitty on Contracts; Comyn on Contracts; Newland on Contracts; Com. Dig. titles Abatement, E 12, F 8; Admiralty, E 10, 11; Action upon the Case upon Assumpsit; Agreement; Bargain and Sale; Baron and Feme, Q; Condition; Dett, A 8, 9; Enfant, B 5; Idiot, D 1 Merchant, E 1; Pleader, 2 W, 11, 43; Trade D 3; War, B 2; Bac. Abr. tit. Agreement; Id. Assumpsit; Condition; Obligation; Vin. Abr. Condition; Contracts and Agreements; Covenants; Vendor, Vendee; Supp. to Ves. jr. vol. 2, p. 260, 295, 376, 441; Yelv. 47; 4 Ves. jr., 497, 671; Archb. Civ. Pl. 22; Code Civ. L. 3, tit. 3 to 18; Pothier's Tr. of Obligations Sugden on Vendors and Purchasers; Story's excellent treatise on Bailments; Jones on Bailments; Toullier, Droit Civil Francais, tomes 6 et 7; Ham. Parties to Actions, Ch. 1; Chit. Pr. Index, h.t.; and the articles Agreement; Apportionment; Appropriation; Assent; Assignment; Assumpsit; Attestation; Bailment; Bargain and sale; Bidder; Bilateral contract; Bill of Exchange; Buyer; Commodate; Condition; Consensual contract; Conjunctive; Consummation; Construction; Contracto of benevolence; Covenant; Cumulative contracts; Debt; Deed; Delegation. Delivery; Discharge Of a contract; Disjunctive; Equity of a redemption; Exchange; Guaranty; Impairing the obligation of contracts; Insurance; Interested contracts; Item; Misrepresentation; Mortgage; Mixed contract; Negociorum gestor; Novation; Obligation; Pactum constitutae, pecuniae; Partners; Partnership; Pledge; Promise; Purchaser; Quasi contract; Representation; Sale; Seller; Settlement; Simple contract; Synallagmatic contract; Subrogation; Title; Unilateral contract. (Bouvier's 1856 6th Ed.)

Contract :
A promissory agreement, between two or more persons that creates, modifies, or destroys a legal relation. An agreement, upon sufficient consideration, to do or not to do a particular thing.
Parole - A contract not entirely in writing. (Black's 4th)

Controversy :
A dispute arising between two or more persons. It differs from case, which includes all suits criminal as well as civil; whereas controversy is a civil and not a criminal proceeding. 2 Dall. R. 419, 431, 432; 1 Tuck. Bl. Com. App. 420, 421; Story, Const. Sec. 1668.

2. By the Constitution of the United States the judicial power shall extend to controversies to which the United States shall be a party. Art. 2, 1. The meaning to be attached to the word controversy in the Constitution, is that above given. (Bouvier's 1856 6th Ed.)

Convict :
v. To condemn after judicial investigation; to find a man guilty of a criminal charge. The word was formerly used also in the sense of finding against the defendant in a civil case.

Formerly a man was said to be a convict when he had been found guilty of treason or felony, but before judgment had been passed on him, after which he was said to be attaint, (*q.v.*).
n. One who has been finally condemned by a court. One who has been adjudged guilty of a crime or misdemeanor. Usually spoken of condemned felons or the prisoners in penitentiaries. (Black's 4th)

Conviction :
In a general sense, the result of a criminal trial which ends in a judgment or sentence that the prisoner is guilty as charged. The act of convicting a person, or state of being convicted, of a criminal offense.
A record of the summary proceedings upon any penal statute before one or more justices of the peace or other persons duly authorized, in a case where the offender has been convicted and sentenced. In respect of pardoning power, verdict of guilty.

In ordinary phrase , the meaning of the word "conviction" is the finding by the jury that the accused is guilty. But, in legal parlance, it often denotes the final judgment of the court. (Black's 4th)

Coroner :
The name of an ancient officer of the common law, whose office and functions are continued in modern English and American administration. The coroner is an officer belonging to each county and is charged with duties both judicial and ministerial, but chiefly the former. It is his special province and duty to make inquiry into the causes and circumstances of any death happening within his territory which occurs through violence or suddenly and with marks of suspicion. This examination (called the "coroner's inquest") is held with a jury of proper persons upon view of the dead

body. In England, another branch of his judicial office is to inquire concerning shipwrecks, and certify whether wreck or not, and who is in possession of the goods; and also to inquire concerning treasure trove, who were the finders, and where it is, and whether anyone be suspected of having found and concealed a treasure. It belongs to the ministerial office of the coroner to serve writ and other process, and generally to discharge the duties of the sheriff, in case of the incapacity of that officer or a vacancy in his office. (Black's 4th)

Coroner :

An officer whose principal duty it is to hold an inquisition, with the assistance of a jury, over the body of any person who may have come to a violent death, or who has died in prison. It is his duty also, in case of the death of the sheriff, or when a vacancy happens in that office, to serve all the writs and process which the sheriff is usually bound to serve. The chief justice of the King's Bench is the sovereign or chief coroner of all England, although it is not to be understood that he performs the active duties of that office in any one count. 4 Rep. 57, b. Vide Bac. Ab. h.t.; 6 Vin. Ab.242; 3 Com. Dig. 242; 5 Com. Dig. 212; and the articles Death; Inquisition.

2. The duties of the coroner are of the greatest consequence to society, both for the purpose of bringing to punishment murderers and other offenders against the lives of the citizens, and of protecting innocent persons from criminal accusations. His office, it is to be regretted, is regarded with too much indifference. This officer should be properly acquainted with the medical and legal knowledge so absolutely indispensable in the faithful discharge of his office. It not infrequently happens that the public mind is deeply impressed with the guilt of the accused, and when probably he is guilty, and yet the imperfections of the early examinations leave no alternative to the jury but to acquit. It is proper in most cases to procure the examination to be made by a physician, and in some cases, it is his duty. 4 Car. & P. 571. (Bouvier's 1856 6th Ed.)

Coroner's Inquest :

An inquisition or examination into the causes or circumstances of any death happening by violence or under suspicious conditions within his territory, held by the coroner with the assistance of a jury. (Black's 4th)

Corporation :

An artificial person or legal entity created by or under the authority of laws of a state. An association of persons created by statute as a legal entity. The law treats the corporation itself as a person that can sue and be sued. The corporation is distinct from the individuals who comprise it (shareholders). The corporation survives the death of its investors, as the shares can usually be transferred. (Black's 6th)

Count :

v. In pleading. To declare; to recite; to state a case; to narrate the facts constituting a plaintiff's cause of action. In a special sense, to set out the claim or

count of the demandant in a real action. To plead orally; to plead or argue a case in court; to recite or read in court; to recite a count in court.
n. In pleading. The plaintiff's statement of his cause of action. The different parts of a declaration, each of which, if it stood alone, would constitute a ground for action. Used also to signify the several parts of an indictment, each charging a district offense.

"Count" and "charge" when used relative to allegations in an indictment or information are synonymous. (Black's 4th)

Count :

pleading. This word, derived from the French conte, a narrative, is in our old law books used synonymously with declaration but practice has introduced the following distinction: when the plaintiff's complaint embraces only a single cause of action, and he makes only one statement of it, that statement is called, indifferently, a declaration or count; though the former is the more usual term.

2. But when the suit embraces two or more causes of action, (each of which of course requires a different statement;) or when the plaintiff makes two or more different statements of one and the same cause of action, each several statement is called a count, and all of them, collectively, constitute the declaration.

3. In all cases, however, in which there are two or more counts, whether there is actually but one cause of action or several, each count purports, upon the face of it, to disclose a distinct right of action, unconnected with that stated in any of the other counts.

4. One object proposed, in inserting two or more counts in one declaration, when there is in fact but one cause of action, is, in some cases, to guard against the danger of an insufficient statement of the cause, where a doubt exists as to the legal sufficiency of one or another of two different modes of declaring; but the more usual end proposed in inserting more than one count in such case, is to accommodate the statement to the cause, as far as may be, to the possible state of the proof to be exhibited on trial; or to guard, if possible, against the hazard of the proofs varying materially from the statement of the cause of action; so that if one or more or several counts be not adapted to the evidence, some other of them may be so. Gould on Pl. c. 4, s. 2, 3, 4; Steph. Pl. 279; Doct. Pl. 1 78; 8 Com. Dig. 291; Dane's Ab. Index, h.t.; Bouv. Inst. Index, h.t. In real actions, the declaration is most usually called a count. Steph. Pl. 36, See Common count; Money count. (Bouvier's 1856 6th Ed.)

Counterclaim :

A claim presented by a defendant in opposition to or deduction from the claim of the plaintiff. Fed R. Civil P. 13. If established, such will defeat or diminish the plaintiff's claim. Under federal rule practice, and also in most states, counterclaims are either compulsory (required to be made) or permissive (made at option of defendant). (Black's 6th)

Court :
A space which is uncovered, but which may be partly or wholly enclosed by buildings or walls. (Black's 4th)

Court of Common Pleas :
The name of an English court which was established on the breaking up of the aula Regis, for the determination of pleas merely civil. It was at first ambulatory, but was afterwards located. This jurisdiction is founded on original write issuing out of chancery, in the cases of common persons. But when an attorney or person belonging to the court, is plaintiff, he sues by writs of privilege, and is sued by bill, which is in the nature of a petition; both which originate in the common pleas. See Bench; Banc.

2. There are courts in most of the states of the United States which bear the name of common pleas; they have various powers and jurisdictions. (Bouvier's 1856 6th Ed.)

Credit :
The ability of a business man to borrow money, or obtain goods on time, in consequence of the favorable opinion held by the community, or by the particular lender, as to his solvency and reliability. That influence connected with certain social positions. Time allowed to the buyer of goods by the seller, in which to make payment for them. The correlative of a *debt*; that is, a debt considered from the creditor's standpoint, or that which is incoming or due to one. That which is due to a person, as distinguished from debit, that which is due by him. Claim or cause of action for specific sum of money.

A sum credited on the books of a company to a person who appears to be entitled to it. (Black's 4th)
common law, contracts. The ability to borrow, on the opinion conceived by the lender that he will be repaid. This definition includes the effect and the immediate cause of credit. The debt due in consequence of such a contract is also called a credit; as, administrator of the goods, chattels, effects and credits, &c.

2. The time extended for the payment of goods sold, is also called a credit; as, the goods were sold at six months credit.

3. In commercial law, credit is understood as opposed to debit; credit is what is due to a merchant, debit, what is due by him.

4. According to M. Duvergier, credit also signifies that influence acquired by intrigue connected with certain social positions. 20 Toull. n. 19. This last species of credit is not of such value as to be the object of commerce. Vide generally, 5 Taunt. R. 338. (Bouvier's 1856 6th Ed.)
That which is extended to a buyer or borrower on the seller's or lender's belief that that which is given will be repaid. The term can be applied to unlimited types of transactions. Under the UCC, any credit transaction creating a security interest in property is called a "secured transaction". (Barron's 3rd)

Creditor :
A person to whom a debt is owing by another person who is the "debtor." One who has a right to require the fulfillment of an obligation or contract; one to whom money is due, and, in ordinary acceptation, has reference to financial or business transactions. (Black's 4th)

Credits :
A term of universal application to obligations due and to become due. A term used in taxation statutes to designate certain forms of personal property. It includes every claim and demand for money and every sum of money receivable at stated periods, due or to become due, but not unaccrued rents to issue out of land. (Black's 4th)

Crime :
A positive or negative act in violation of penal law; an offense against the state. "Crime" and "misdemeanor", properly speaking, are synonymous terms; though in common usage "crime" is made to denote such offenses as are of a more atrocious dye. An act committed or omitted in violation of a public law. (Black's 4th)

Criminal :
n. One who has committed a criminal offense; one who has been legally convicted of a crime; one adjudged guilty of crime. (Black's 4th)

Currency :
Coined money and such banknotes or other paper money as are authorized by law and do in fact circulate from hand to hand as the medium of exchange.
The term "money" is synonymous with "currency" and imports any currency, token, bank notes, or other circulating medium in general use as the representative of value. (Black's 4th)

Currency :
The money which passes, at a fixed value, from hand to hand; money which is authorized by law.
2. By art. 1, s. 8, the Constitution of the United States authorizes congress "to coin money, and to regulate the value thereof." Changes in the currency ought not to be made but for the most urgent reason, as they unsettle commerce, both at home and abroad. Suppose Peter contracts to pay Paul one thousand dollars in six months-the dollar of a certain fineness of silver, weighing one hundred and twelve and a half grains-and afterwards, before the money becomes due, the value of the dollar is changed, and it weighs now but fifty-six and a quarter grains; will one thousand of the new dollars pay the old debt? Different opinion may be entertained, but it seems that such payment would be complete; because, 1. The creditor is bound to receive the public currency; and, 2. He is bound to receive it at its legal value. 6 Duverg. n. 174. (Bouvier's 1856 6th Ed.)

Debit :
A sum charged as due or owing. The term is used in book-keeping to denote the left page of the ledger, or the charging of a person or an account with all that is supplied to or paid out for him or for the subject of the account. . Also, the balance of an account where it is shown that something remains due to the party keeping the account. (Black's 4th)

Debt :
A sum of money due by certain and express agreement; as by bond for a determinate sum, a bill or note, a special bargain, or a rent reserved on a lease, where the amount is fixed and specific, and does not depend upon any subsequent valuation to settle it.
Synonyms:
The term "demand" is of much broader import than "debt," and embraces rights of action belonging to the debtor beyond those which could appropriately be called "debts". In this respect the term "demand" is one of very extensive import.
Nevertheless, "debt" may be synonymous with "claim"; and may include any kind of a just demand.
The word dues is equivalent to "debts," or that which is owing and has a contractual significance.
"Debt" is not exactly synonymous with "duty." A debt is a legal liability to pay a specific sum of money; a duty is a legal obligation to perform some act.
"Obligation" is a broader term than "debt". Every obligation is not a debt, though every debt is an obligation.
The words "debt" and "liability" are not necessarily synonymous. As applied to the pecuniary relations or parties, liability is a term of broader significance than debt. Liability is responsibility; the state of one who is bound in law and justice to do something which may be enforced by action. This liability may arise from contracts either express or implied, or in consequence of torts committed. "Liability" ordinarily means an obligation which may or may not ripen into a debt. Yet "debt" may sometimes include various kinds of liabilities. (Black's 4th)

Debt :
contracts. A sum of money due by certain and express agreement. 3 Bl. Com. 154. In a less technical sense, as in the "act to regulate arbitrations and proceedings in courts of justice" of Pennsylvania, passed the 21st of March, 1806, s. 5, it means a claim for money. In a still more enlarged sense, it denotes any kind of a just demand; as, the debts of a bankrupt. 4 S. & R. 506.
2. Debts arise or are proved by matter of record, as judgment debts; by bonds or specialties; and by simple contracts, where the quantity is fixed and specific, and does not depend upon any future valuation to settle it. 3 Bl. Com. 154; 2 Hill. R. 220.
3. According to the civilians, debts are divided into active and passive. By the former is meant what is due to us, by the latter, what we owe. By liquid debt, they understand one, the payment of which may be immediately enforced, and not one which is due at a future time, or is subject to a condition; by hypothecary debt is

meant, one which is a lien over an estate and a doubtful debt, is one the payment of which is uncertain. Clef des Lois Rom. h.t.

4. Debts are discharged in various ways, but principally by payment. See Accord and Satisfaction; Bankruptcy; Confusion Compensation; Delegation; Defeasance; Discharge of a contract; Extinction; Extinguishment; Former recovery; Lapse of time; Novation; Payment; Release; Rescission; Set off.

5. In payment of debts, some are to be paid before others, in cases of insolvent estates first, in consequence of the character of the creditor, as debts due to the United States are generally to be first paid; and secondly, in consequence of the nature of the debt, as funeral expenses and servants' wages, which are generally paid in preference to other debts. See Preference; Privilege; Priority. (Bouvier's 1856 6th Ed.)

Debtor :
"Debtor" means the person who owes payment or other performance of the obligation secured, whether or not he or she owns or has rights in the collateral, and includes the seller of accounts or chattel paper. UCC 9-105(d)

Debtor :
One who owes a debt; he who may be compelled to pay a claim or demand. Anyone liable on a claim, whether due or to become due.

The term may be used synonymously with "obligor," mortgagor," and the like. (Black's 4th)

Debtor :
contracts. One who owes a debt; he who may be constrained to pay what he owes.

2. A debtor is bound to pay his debt personally, and all the estate he possesses or may acquire, is also liable for his debt.

3. Debtors are joint or several; joint, when they all equally owe the debt in solido; in this case if a suit should be necessary to recover the debt, all the debtors must be sued together or, when some are dead, the survivors must be sued, but each is bound for the whole debt, having a right to contribution from the others; they are several, when each promises severally to pay the whole debt; and obligations are generally binding on both or all debtors jointly and severally. When they are severally bound each may be sued separately, and on the payment of debt by one, the others will be bound to contribution, where all had participated in the money or property, which was the cause of the debt.

4. Debtors are also principal and surety; the principal debtor is bound as between him and his surety to pay the whole debt. and if the surety pay it, he will be entitled to recover against the principal. Vide Bouv. Inst. Index, h.t.; Vin. Ab. Creditor and Debtor; Id. Debt; 8 Com. Dig. 288; Dig. 50, 16, 108 Id. 50, 16, 178, 3; Toull. liv. 2, n. 250. (Bouvier's 1856 6th Ed.)

Debtor in Possession: In bankruptcy, refers to debtor in a Bankruptcy Code Chapter 11 or Chapter 11 case either the debtor will remain in control of its business or assets or a trustee will be appointed to take control of the business or

assets.

Decision :
A judgment or decree pronounced by a court in settlement of a controversy submitted to it and by way of authoritative answer to the questions raised before it. A judgment given by a competent tribunal. The findings of fact and conclusions of law which must be in writing and filed with the clerk. (Black's 4th)

Declaration :
In Pleading. The first of the pleadings on the part of the plaintiff in an action at law, being a formal and methodical specification of the facts and circumstances constituting his cause of action. It commonly comprises several sections or divisions, called "counts," and its formal parts follow each other in this order "Title, venue, commencement, cause of action, counts, and conclusion. The declaration, at common law, answers to the "libel" in ecclesiastical and admiralty law, the "bill" in equity, the "petition" in civil law, the "complaint" in code pleading, and the "count" in real actions. It may be *general* or *special*: for example, in debt on a bond, a declaration counting on the penal part only in *general*; one which sets out both the bond and the condition and assigns the breach is *special*. (Black's 4th)

Declaration :
pleading. A declaration is a specification, in a methodical and logical form, of the circumstances which constitute the plaintiff's cause of action. 1 Chit. Pl. 248; Co. Litt. 17, a, 303, a; Bac. Abr. Pleas, B; Com. Dig. Pleader, C 7; Lawes on Pl. 35; Steph Pl. 36; 6 Serg. & Rawle, 28. In real actions, it is most properly called the count; in a personal one, the declaration. Steph. Pl. 36 Doct. Pl. 83; Lawes, Plead. 33; see P. N. B. 16, a, 60, d. The latter, however, is now the general term; being that commonly used when referring to real and personal actions without distinction. 3 Bouv. Inst. n. 2815.

2. The declaration in an action at law answers to the bill in chancery, the libel of the civilians, and the allegation of the ecclesiastical courts.

3. It may be considered with reference, 1st. To those general requisites or qualities which govern the whole declaration; and 2d. To its form, particular parts, and requisites.

4.-1. The general requisites or qualities of a declaration are first, that it correspond with the process. But, according to the present practice of the courts, order of the writ cannot be craved; and a variance between the writ and declaration cannot be pleaded in abatement. 1 Saund. 318; a.

5. Secondly. The second general requisite of a declaration is, that it contain a statement of all the facts necessary in point of law, to sustain the action, and no more. Co. Litt. 303, a; Plowd. 84, 122. See 2 Mass. 863; Cowp. 682; 6 East, R. 422 5 T. R. 623; Vin. Ab. Declarations.

6. Thirdly. These circumstances must be stated with certainty and truth. The certainty necessary in a declaration is, to a certain intent in general, which should pervade the whole declaration, and is particularly required in setting forth, 1st. The parties; it must be stated with certainty who are the parties to the suit, and

therefore a declaration by or against "C D and Company," not being a corporation, is insufficient. See Com. Dig. Pleader, C I 8 1 Camp. R. 446 I T. R. 508; 3 Caines, R. 170. 2d. The time; in personal actions the declaration must, in general, state a time when every material or traversable fact happened; and when a venue is necessary, time must also, be mentioned. 5 T. R. 620; Com. Dig. Plead. C 19; Plowd. 24; 14 East, R. 390.; The precise time, however, is not material; 2 Dall. 346; 3 Johns. R. 43; 13 Johns. R. 253; unless it constitutes a material part of the contract declared upon, or where the date, &c., of a written contract or record, is averred; 4 T. R. 590 10 Mod. 313 2 Camp. R. 307, 8, n.; or, in ejectment, in which the demise must be stated to have been made after the title of the lesser of the plaintiff, and his right of entry, accrued. 2 East, R. 257; 1 Johns. Cas. 283. 3d. The Place. See Venue. 4th. Other circumstances necessary to maintain the action.

7.-2. The parts and particular requisites of a declaration are, first, the title of the court and term. See 1 Chit. Pl. 261, et seq.

8. Secondly. The venue. Immediately after the title of the declaration follows the statement in the margin of the venue, or county in which the facts are alleged to have occurred, and in which the cause is tried. See Venue.

9. Thirdly. The commencement. What is termed the commencement of the declaration follows the venue in the margin, and precedes the more circumstantial statement of the cause of action. It contains a statement, 1st. Of the names of the parties to the suit, and if they sue or be sued in another right, or in a political capacity, (as executors, assignees, qui lam, & c.) of the character or right in respect of which they are parties to the suit. 2d. Of the mode in which the defendant has been brought into court; and, 3d. A brief recital of the form of action to be proceeded in. 1 Saund. 318, Id. 111, 112; 6 T. R. 130.

10. Fourthly. The statement of the cause (if action, in which all the requisites of certainty before mentioned must be observed, necessarily varies, according to the circumstances of each particular case, and the form of action, whether in assumpsit, debt, covenant, detinue, case, trover, replevin or trespass.

11. Fifthly. The several counts. A declaration may consist of as many counts as the case requires, and the jury may assess entire or distinct damages on. all the counts; 3 Wils. R. 185; 2 Bay, R. 206; and it is usual, particularly in actions of assumpsit, debt on simple contract, and actions on the case, to set forth the plaintiff's cause of action in various shapes in different counts, so that if the plaintiff fail in proof of one count, he may succeed in another. 3 Bl. Com. 295.

12. Sixthly. The conclusion. In personal and mixed actions the declaration should conclude to the damage of the plaintiff; Com. Dig. Pleader, C 84; 10 Co. 116, b. 117, a.; unless in scire facias and in penal actions at the suit of a common informer.

13. Seventhly. The profert and pledges. In an action at the suit of an executor or administrator, immediately after the conclusion to the damages, &c., and before the pledges, a profert of the letters testamentary or letters of administration should be made. Bac. Abr. Executor, C; Dougl. 6, in notes. At the end of the declaration, it is usual to add the plaintiff is common pledges to prosecute, John Doe and Richard Roe.

14. A declaration may be general or special; for example, in debt or bond, a

declaration counting on the penal part only, is general; when it sets out both the penalty and the condition, and assigns the breach, it is special. Gould on Pl. c. 4, Sec. 50. See, generally, Bouv. Inst. Index, h.t. 1 Chit. Pl. 248 to 402; Lawes, Pl. Index) h.t.; Arch. Civ. Pl. index, h.t.; Steph. Pl. h.t.; Grab. Pr. h.t.; Com. Dig. Pleader, h.t.; Dane's Ab. h.t.; United States Dig. Pleadings ii. (Bouvier's 1856 6th Ed.)

Deduction :

That which is deducted; the part taken away; abatement; as a deduction from the yearly rent.

In Probate Law - By "deduction" is understood a portion or thing which an heir has a right to take from the mass of the succession before any partition takes place.

Taxation.

As used in Internal Revenue Code, relating to tax on corporation, "deduction" refers to items which may be subtracted from a corporation's gross income in arriving at net income. (Black's 4th)

Default :

The neglect to perform a legal obligation or duty; but in technical language by default is often understood the non-appearance of the defendant within the time prescribed by law, to defend himself; it also signifies the non-appearance of the plaintiff to prosecute his claim.

2. When the plaintiff makes default, he may be unsuited; and when the defendant makes default, judgment by default is rendered against him. Com. Dig. Pleader, E 42 Id. B 11. Vide article Judgment by Default, and 7 Vin. Ab. 429; Doct. Pl. 208 Grah. Pr. 631. See, as to what will excuse or save a default, Co. Litt. 259 b. (Bouvier's 1856 6th Ed.)

Defend :

To prohibit or forbid. To deny. To contest and endeavor to defeat a claim or demand made against one in a court of justice.

Defendant :

The person defending or denying; the party against whom relief or recovery is sought in an action or suit. In common usage, this term is applied to the party put upon his defense or summoned to answer a charge or complaint, in any species of action, civil or criminal, at law or in equity. Strictly, however, it does not apply to the person against whom a real action is brought for in that proceeding the technical usage is to call the parties respectively the "demandant" and the "tenant". (Black's 4th)

Delivery :

With respect to instruments, documents of title, chattel paper or certified securities means voluntary transfer of possession. UCC 1-201(14)

A voluntary transfer of title or possession from one party to another; a legally recognized handing-over of one's possessory rights to another.

Where actual delivery would be cumbersome or impossible, the courts will find a constructive delivery sufficient, provided the intention is clearly to transfer title. (Barron's 3rd)

Demand :

contracts. A claim; a legal obligation.

2. Lord Coke says, that demand is a word of art, and of an extent, in its signification, greater than any other word except claim. Litt. sect. 508; Co. Litt. 291; 2 Hill, R. 220; 9 S. & R. 124; 6 Watts and S. 226. Hence a release of all demands is, in general, a release of all covenants, real and personal, conditions, whether broken or not, annuities, recognizance, obligations, contracts, and the like. 3 Tho. Co. Litt. 427; 3 Penna, 120; 2 Hill, R. 228.

3. But a release of all demands does not discharge rent before it is due, if it be a rent incident to the reversion; for the rent was not only not due, but the consideration - the future enjoyment of the lands - for which the rent was to be given, was not executed. 1 Sid. 141; 1 Lev. 99 3 Lev. 274; Bac. Ab. Release, I. (Bouvier's 1856 6th Ed.)

Deny :

To traverse. To refuse to grant a petition or protest. (Black's 4th)

Digest :

civil law. The name sometimes given to the Pandects of Justinian; it is so called because this compilation is reduced to order, quasi digestiae.

2. It is an abridgment of the decisions of the praetors and the works of the learned, and ancient writers on the law. It was made by order of the emperor Justinian, who, in 530, published an ordinance entitled De Conceptione Digestorum, which was addressed to Tribonian, and by which he was required to select some of the most distinguished lawyers to assist him in composing a collection of the best decisions of the ancient lawyers, and compile them in fifty books, without confusion or contradiction. The work was immediately commenced, and completed on the 16th of December, 533.

3. The Digest is divided in two different ways; the first, into fifty books, each book into several titles, and each title into several laws at the head of each of them is the name of the lawyer from. whose work it was taken.

4.-1. The first book contains twenty-two titles; the subject of the first is De justicia et jure; of the division of person and things; of magistrates, & c.

5.-2. The second, divided into fifteen titles, treats of the power of magistrates and their jurisdiction; the manner of commencing suits; of agreements and compromises.

6.-3. The third, composed of six titles, treats of those who can and those who cannot sue; of advocates and attorneys and syndics; and of calumny.

7.-4. The fourth, divided into nine titles, treats of causes of restitution of submissions and arbitrations; of minors, carriers by water, innkeepers and those who have the care of the property of others.

8.-5. In the fifth there are six titles, which treats of jurisdiction and in officious testaments.

9.-6. The subject, of the sixth, in which there are three titles, is actions.

10.-7. The seventh, in nine titles, embraces whatever concerns usufructs, personal servitudes, habitations, the uses of real estate, and its appurtenances, and of the sureties required of the usufructuary.

11.-8. The eighth book, in six titles, regulates urban and rural servitudes.

12.-9. The ninth book, in four titles, explains certain personal actions.

13.-10. The tenth, in four titles, treats of mixed actions.

14.-11. The object of the eleventh book, containing eight titles, is to regulate interrogatories, the cases of which the judge was to take cognizance, fugitive slaves, of gamblers, of surveyors who made false reports, and of funerals and funeral expenses.

15.-12. The twelfth book, in seven titles, regulates personal actions in which the plaintiff claims the title of a thing.

16.-13. The thirteenth, treats of certain particular actions, in seven titles.

17.-14. This, like the last, regulates certain actions: it has six titles.

18.-15. The fifteenth, in four titles, treats of actions for which a father or master is liable, in consequence of the acts of his children or slaves, and those to which he is entitled; of the peculium of children and slaves, and of the actions on this right.

19.-16. The sixteenth, in three titles, contains the law. relating to the senatus consultum velleianum, of compensation or set off, and of the action of deposit.

20.-17. The seventeenth, in two titles, expounds the law of mandates and partnership.

21.-18. The eighteenth book, in seven titles, explains the contract of sale.

22.-19. The nineteenth, in five titles, treats of the actions which arise on a contract of sale.

23.-20. The law relating to pawns, hypothecation, the preference among creditors, and subrogation, occupy the twentieth book, which contains six titles.

24.-21. The twenty-first book, explains under three titles, the edict of the ediles relating to the sale of slaves and animals; then what relates to evictions and warranties.

25.-22. The twenty-second treats of interest, profits and accessories of things, proofs, presumptions, and of ignorance of law and fact. It is divided into six titles.

26.-23. The twenty-third, in five titles, contains the law of marriage, and its accompanying agreements.

27.-24. The twenty-fourth, in three titles, regulates donations between husband and wife, divorces, and their consequence.

28.-25. The twenty-fifth is a continuation of the subject of the preceding. It contains seven titles.

29.-26 and 27. These two books, each in two titles, contain the law relating to tutorship and curatorship.

30.-28. The twenty-eighth, in eight titles, contain the law on last wills and testaments.

31.-29. The twenty-ninth, in seven titles, is the continuation of the twenty-eighth book.

32.-30, 31, and 32. These three books, each divided into two titles, contain the law of trusts and specific legacies.

33.-33, 34, and 35. The first of these, divided into ten titles; the second, into nine titles; and the last into three titles, treat of various kinds of legacies.

34.-36. The thirty-sixth, containing four titles, explains the senatus consultum trebellianum, and the time when trusts become due.

35.-37. This book, containing fifteen titles, has two objects first, to regulate successions; and, secondly, the respect which children owe their parents, and freedmen their patrons.

36.-38. The thirty-eighth book, in seventeen titles, treats of a variety of subjects; of successions, and of the degree of kindred in successions; of possession; and of heirs.

37.-39. The thirty-ninth explains the means which the law and the praetor take to prevent a threatened injury; and donations inter vivos and mortis causa.

38.-40. The fortieth, in sixteen titles, treats of the state and condition of persons, and of what relates to freedmen and liberty.

39.-41. The different means of acquiring and losing title to property, are explained in the forty-first book, in ten titles.

40.-42. The forty-second, in eight titles, treats of the res judicata, and of the seizure and sale of the property of a debtor.

41.-43. Interdicts or possessory actions are the object of the forty-third book, in three titles.

42.-44. The forty-fourth contains an enumeration of defenses which arise in consequence of the res judicata, from the lapse of time, prescription, and the like. This occupies six titles; the seventh treats of obligations and actions.

43.-45. This speaks of stipulations, by freedmen, or by slaves. It contains only three titles.

44.-46. This book, in eight titles, treats of securities, notations, and delegations, payments, releases, and acceptances.

45.-47. In the forty-seventh book are explained the punishments inflicted for private crimes, de privates delictis, among which are included larcenies, slander, libels, offences against religion, and public manners, removing boundaries, and other similar offences.

46.-48. This book treats of public crimes, among which are enumerated those Iaesae majestatis, adultery, murder, poisoning, parricide, extortion, and the like, with rules for procedure in such cases.

47.-49. The forty-ninth, in eighteen titles, treats of appeals, of the rights of the public treasury, of those who are in captivity, and of their repurchase.

48.-50. The last book, in seventeen titles, explains the rights of municipalities. and then treats of a variety of public officers.

49. Besides this division, Justinian made another, in which the fifty books were divided into seven parts: The first contains the first four books; the second, from the fifth to the eleventh book inclusive; the third, from the twelfth to the nineteenth inclusive; the fourth, from title twentieth to the twenty-seventh inclusive; the fifth, from the twenty-eighth to the thirty-sixth inclusive the sixth, commenced with the

thirty seventh, and ended with the forty-fourth book; and the seventh or last was composed of the last six books.

50. A third division, which, however, is said not to have been made by Justinian, is in three parts. The first, called digestum vetus, because it was the first printed. It commences with the first book, and. includes the work to the end of the second title of the twenty-fourth book. The second, called digestum infortiatum, because it is supported or fortified by the other two, it being the middle; it commences with the beginning of the third title of the twenty-fourth book and ends with the thirty-eighth. The third, which begins with the thirty-ninth book and ends with the work, is called digestum novum, because it was last printed.

51. The Digest, although, compiled in Constantinople, was originally written in Latin, and afterwards translated into Greek.

52. This work was lost to all Europe during a considerable period, as indeed all the law works of Justinian were, except some fragments of the Code and Novels. During the pillage of Amalphi, in the war between the two soi-disant popes Innocent II. and Anaclet II., a soldier discovered an old manuscript, which attracted his attention by its envelope of many colors. It was carried to the emperor, Clothaire II., and proved to be the Pandects of Justinian. The work was arranged in its present order by Warner, a German, whose name, Latinised, is Irnerius, who was appointed professor of Roman law at Bologna, by that emperor. 1 Fournel, Hist. des Avocats, 44, 46, 51.

53. The Pandects contain all whatsoever Justinian drew out of 150,000 verses of the old books of the Roman law. The style of the Digest is very grave and pure, and differs not much from the eloquentist speech that ever the Romans used." The learning of the digest stands rather in the discussing of subtle questions of law, and enumerations of the variety of opinions of ancient lawyers thereupon, than in practical matters of daily use. The Code of Justinian differs in these respects from, the Digest. It is less methodical, but more practical; the style however, is a barbarous Thracian phrase Latinised, such as never any mean Latinist spoke. The work is otherwise rude and unskillful." Ridley's View of the Civ. & Ecc. Law, pt. 1, ch. 2, Sec. 1, and ch. 1, Sec. 2.

54. Different opinions are entertained upon the merits of the Digest, or Pandects, Code, Authentics and Feuds, as a system of jurisprudence. By some it has been severely criticized, and even harshly censured, and by others as warmly defended the one party discovering nothing but defects, and the other as obstinately determined to find nothing but what is good and valuable. See Felangieri della Legislazione, vol. 1, c. 7. It must be confessed that it is not without defects. It might have been comprehended in less extent, and in some parts arranged in better order. It must be confessed also that it is less congenial as a whole, with the principles of free government, than the common law of England. Yet, with all these defects, it is a rich fountain of learning and reason; and of this monument of the high culture and wisdom of the Roman jurists it may be said, as of all other works in which the good so much surpasses the bad.

Ut plura intent in carmine non ego paucis Offendar maculis, quas aut incuria fudit Aut humana parum cavit natura. HORAT. ART. POETIC, v. 351. (?)

Discharge :

The opposite of charge; hence to release; liberate; annul; unburden; unencumber. In the law of contracts. To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. Discharge is a generic term; it's principal species are rescission, release, accord and satisfaction, performance, judgment, composition, bankruptcy, merger. (Black's 1st)

practice. The act by which a person in confinement, under some legal process, or held on an accusation of some crime or misdemeanor, is set at liberty; the writing containing the order for his being so set at liberty, is also called a discharge.

2. The discharge of a defendant, in prison under a ca. as., when made by the plaintiff, has the operation of satisfying the debt, the plaintiff having no other remedy. 4 T. R. 526. But when the discharge is in consequence of the insolvent laws, or the defendant dies in prison, the debt is not satisfied. In the first place the plaintiff has a remedy against the property of the defendant, acquired after his discharge, and, in the last case, against the executors or administrators of the debtor. Bac. Ab.

Execution, D; Bingh. on Execution, 266. (Bouvier's 1856 6th Ed.)

Discount :

In a general sense, any allowance or deduction made from a gross sum on any account whatever. In a more limited and technical sense, the taking of interest in advance.

By the language of the commercial world and the settled practice of banks, a discount by bank means a drawback or deduction made upon its advances or loans of money, upon negotiable paper or other evidences of debt payable at a future day, which are transferred to the bank.

Although the discounting of notes or bills, in its most comprehensive sense, may mean lending money and taking notes in payment, yet, in its more ordinary sense, the discounting of notes or bill means advancing a consideration for a bill or note, deducting or discounting the interest which will accrue for the time the note has to run.

Discounting by a bank means lending money upon a note, and deducting the interest or premium in advance.

Discount, as we have seen, is the difference between the price and the amount of the debt, the evidence of which is transferred. That difference represents interest charged, being at the same rate, according to which the price paid, if invested until the maturity of the debt, will just produce its amount. (Black's 4th)

Dishonor :

A term applied to the non-fulfillment of commercial engagements. To dishonor a bill of exchange or promissory note, is to refuse or neglect to pay it at maturity. Bouveir's 3rd In mercantile law and usage. To refuse or decline to accept a bill of exchange, or to refuse or neglect to pay a bill or note at maturity. A negotiable instrument is dishonored when it is either not paid or not accepted, according to its tenor, on presentment for that purpose, or without presentment, where that is excused. Civil Code Cal. Section 3141 / (Black's 1st)

Dock :
The cage or enclosed space in a criminal court where prisoners stand when brought in for trial. The space in a river or harbor, enclosed between two wharves.

A slip or waterway extending between two piers or projecting wharves for the reception of, ships, sometimes including the piers themselves.

"A dock is an artificial basin in connection with a harbor, used for the reception of vessels in the taking on or the discharging of their cargoes, and provided with gates for preventing the rise and fall of the waters occasioned by the tides, and keeping a uniform level within the docks." (Black's 4th)

Docket :
v. To abstract and enter in a book. To make a brief entry of any proceeding in a court of justice in the docket.
n. A minute, abstract, or brief entry, or the book containing such entries. A small piece of paper or parchment having the effect of a larger.
In practice. A formal record, entered in brief, of the proceedings in a court of justice.

A book containing an entry in brief of all the important acts done in court in the conduct of each case, from its inception to its conclusion.

The name of "docket" or "trial docket" is sometimes given to the list or calendar of causes set to be tried at a specified term, prepared by the clerks for the use of the court and bar. (Black's 4th)

Docket, striking a, :
A phrase formerly used in English bankruptcy practice. It referred to the entry of certain papers at the bankruptcy office, preliminary to the prosecution of the fiat against a trader who had become bankrupt. These papers consisted of the affidavit, the bond, and the petition of the creditor, and their abject was to obtain from the lord chancellor his fiat, authorizing the petitioner to prosecute his complaint against the bankrupt in the bankruptcy courts. (Black's 4th)

Document of Title :
"Document of Title" includes bill of lading, dock warrant, dock receipt, warehouse receipt, or order for delivery of goods. Evidencing that the person entitled under the document has the right to receive, hold and dispose of the document and the goods it covers. UCC 1-201(15)

Dollar :
The unit employed in the United States in calculating money values. It is of the value of one hundred cents. Money or currency issued by lawful authority and intended to pass and circulate as such. (Black's 4th)

Dollar, money :
A silver coin of the United States of the value of one hundred cents, or tenth part of an eagle.

2. It weighs four hundred and twelve and a half grains. Of one thousand parts, nine hundred are of pure silver and one hundred of alloy. Act of January 18, 1837, ss. 8 & 9, 4 Sharsw. Cont. of Story's L. U. S. 2523, 4;
Wright, R. 162.

3. In all computations at the custom-house, the specie dollar of Sweden and Norway shall be estimated at one hundred and six cents. The specie dollar of Denmark, at one hundred and five cents. Act of May 22, 1846. (Bouvier's 1856 6th Ed.)

Double Entry :

A system of mercantile bookkeeping, in which the entries in the day-book, etc., are posted twice into the ledger. First, to a personal account, that is, to the account of the person with whom the dealing to which any given entry refers has taken place; secondly, to an impersonal account, as "goods." (Black's 1st)
A system of bookkeeping, in which the entries are posted twice into the ledger, once as a credit and once as a debit. (Black's 6th)

Double Entry :

A term used among merchants to signify that books of account are kept in such a manner that they present the debit and credit of everything. The term is used in contradistinction to single entry.

2. Keeping books by double entry is more exact, because, presenting all the active and all the passive property of the merchant, in their respective divisions, there cannot be placed an article to, an account, which does not pass to some correspondent account elsewhere. It presents a perfect view of each operation, and, from the relation and comparison of the divers accounts, which always keep pace with each other, their correctness is proved; for every commercial operation is necessarily composed of two interests, which are connected together. The basis of this mode of keeping books, and the only condition required, is to write down every transaction and nothing else; and to make no entry without putting it down to the two agents of the operation. By this means a merchant whose transactions are extensive, comprising a great number of subjects, is able to know not only the general situation of his affairs, but also the situation of each particular operation. For example, when a merchant receives money, his cash account becomes debtor, and the person who has paid it, or the merchandise sold, is credited with it; when he pays money, the cash account, is credited; and the merchandise bought, or the obligation paid, is debited with it. See Single entry. (Bouvier's 1856 6th Ed.)

Draft :

An order in writing directing a person other than the maker to pay a specified sum to a named person. Drafts may or may not be negotiable instruments, depending on where the elements of negotiability are satisfied. Draft is synonymous with bill of exchange. (Barron's 3rd)
"Draft" means a draft as defined in Section 3-104 or an item, other than an instrument, that is an order. UCC 4-104(7). An instrument is a "note" if it is a promise, and is a "draft" if it is an order. UCC 3-104(e)

The common term for a bill of exchange; as being drawn by one person on another. An order for the payment of money drawn by one person on another. It is said to be a *nomen generalissimum* and to include all such orders.

The term includes a cashier's check; but a draft is distinguishable from a cashier's check in that a draft is a bill of exchange payable on demand purporting to be drawn on deposit while a cashier's check is a primary obligation of a bank which issues it and constitutes it's written promise to pay it on demand. It is distinguished from "check" by the fact that in a draft the drawer is a bank, while in the ordinary check, the drawer is an individual. (Black's 4th)

Drawee :

One to whom a bill of exchange or a check directs a request to pay a certain sum of money specified therein. In the typical checking account situation, the bank is the drawee, the person writing the check is the maker or drawer, and the person to whom the check is written is the payee. (Barron's 3rd)

"Drawee" means a person ordered in a draft to make payment. UCC 3-103(2)

A person to whom a bill of exchange is addressed, and who is requested to pay the amount of money therein mentioned. (Black's 4th)

Drawer :

"Drawer" means the person who signs or is identified in a draft as a person ordering payment. UCC 3-103(3)

The person drawing a bill of exchange and addressing it to the drawee. (Black's 4th)

Dummy :

n. One who holds legal title for another; a Straw-man. *adj*. Sham; make-believe; pretended; imitation. As respects basis for predicating liability on parent corporation for acts of subsidiary, "agency," "adjunct," "branch," "instrumentality," "dummy," "buffer," and "tool" all mean very much the same thing. (Black's 4th)

n. One who purchases property and holds legal title for another, usually to conceal the identity of the true owner; a Straw-man.

adj. Sham; make-believe; pretended; imitation. Person who serves in place of another, or who serves until the proper person is named or available to take his place (dummy corporate officers; dummy owners of real estate). (Black's 6th)

Dummy Corporation :

Corporation formed for sham purposes and not for conduct of legitimate business; e.g. formed for sole reason of avoiding personal liability. (Black's 6th)

Earn :

To acquire by labor, service or performance. (Black's 4th)

Effigy :

crim. law. The figure or representation of a person.

2. To make the effigy of a person with an intent to make him the object of ridicule, is a libel. (q.v.) Hawk. b. 1, c. 7 3, s. 2 14 East, 227; 2 Chit. Cr. Law, 866.

3. In France, an execution by effigy or in effigy is adopted in the case of a criminal who has fled from justice. By the public exposure or exhibition of a picture or representation of him on a scaffold, on which his name and the decree condemning him are written, he is deemed to undergo the punishment to which he has been sentenced. Since the adoption of the Code Civil, the practice has been to affix the names, qualities or addition, and the residence of the condemned person, together with an extract from the sentence of condemnation, to a post set upright in the ground, instead of exhibiting a portrait of him on the scaffold. Repertoire de Villargues; Biret, Vo cab. (Bouvier's 1856 6th Ed.)

The figure or corporeal representation of a person. (Black's 4th)

Employee :

For purposes of this chapter, the term "employee" includes an officer, employee, or elected official of the United States, a State, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing. The term "employee" also includes an officer of a corporation. (Internal Revenue Code, Sec. 3401(d) Subtitle C)

Employer :

For purposes of this chapter, the term "employer" means the person for whom an individual performs or performed any service, of whatever nature, , as the employee of such person, except that (1) if the person for whom the individual performs or performed the services does not have control of the payment of the wages for such services, the term "employer" means the person having control of the payment of such wages. (Internal Revenue Code Sec. 3401(d) Subtitle C)

Eo Nomine: Under or by what name; by that appellation, just as if it had been delivered to you by that name. An "eo nominee" designation is one which describes commodity by a specific name, usually one well known to commerce. Ordinarily, use is not a criteria in determining whether merchandise is embraced within eo nominee provision, but may be considered in determining identity of eo nominee designation.

Equity :

Most generally justice, "justice." Historically, "equity" developed as a separate body of law in England in reaction to the inability of the common law courts, in their strict adherence to writs and forms of action, to entertain or provide a remedy for every injury. The king therefore established the high court of chancery, the purpose of which was to administer justice according to principles of fairness in cases where the common law would give no or inadequate redress. Equity law, to a large extent, was formulated in maxims , such as "equity suffers not a right without a remedy" or "equity follows the law," meaning that equity will derive a means to achieve a lawful result when legal procedure is inadequate. Equity and law are no longer

bifurcated but are now merged in most jurisdictions, though equity jurisprudence and equitable doctrines are still independently viable. (Barron's 3rd)

Justice administered according to fairness as contrasted with the strictly formulated rules of common law. It is based on a system of rules and principles which originated in England as an alternative to the harsh rules of common law and which were based on what was fair in a particular situation. One sought relief under this system in courts of equity rather than in courts of law. The term "equity" denotes the spirit and habit of fairness, justice, and right dealing which would regulate the intercourse of men with men.

Equity is a body of jurisprudence, or field of jurisdiction, differing in its origin, theory and methods from the common law; though procedurally, in the federal courts and most state courts, equitable and legal rights and remedies are administered in the same court. See Equity, courts of.

A system of jurisprudence collateral to, and in some respects independent of, "law"; the object of which is to render the administration of justice more complete, by affording relief where the courts of law are incompetent to give it, or to give it with effect, or by exercising certain branches of jurisdiction independently of them.

A stockholders' proportionate share (ownership interest) in the corporation's capital stock and surplus. The extent of an ownership interest in a venture. In this context, equity refers not to a legal concept but to the financial definition that an owner's equity in a business is equal to the business's assets minus its liabilities.

Value of property or an enterprise over and above the indebtedness against it (e.g. market value of house minus mortgage). See Real estate, below.

Equity, courts of: Courts which administer justice according to the system of equity, and according to a peculiar course of procedure or practice. Frequently termed "courts of chancery." With the procedural merger of law and equity in the federal and most state courts, equity courts have been abolished.

Equity of Redemption :

A right which the mortgagee of an estate has of redeeming it, after it has been forfeited at law by the non-payment at the time appointed of the money secured by the mortgage to be paid, by paying the amount of the debt, interest and costs.

2. An equity of redemption is a mere creature of a court of equity, founded on this principle, that as a mortgage is a pledge for securing the repayment of a sum of money to the mortgagee, it is but natural justice to consider the ownership of the land as still vested in the mortgagor, subject only to the legal title of the mortgagee, so far as such legal title is necessary to his security.

3. In Pennsylvania, however, redemption is a legal right. 11 Serg. & Rawle, 223.

4. The phrase equity of redemption is indiscriminately, though perhaps not correctly applied, to the right of the mortgagor to regain his estate, both before and

after breach of condition. In North Carolina by statute the former is called a legal right of redemption; and the latter the equity of redemption, thereby keeping a just distinction between these estates. 1 N. C. Rev. St. 266; 4 McCord, 340.

5. Once a mortgage always a mortgage, is a universal rule in equity. The right of redemption is said to be as inseparable from a mortgage, as that of replevin of a distress, and every attempt to limit this right must fail. 2 Chan. Cas. 22; 1 Vern. 33, 190; 2 John. Ch. R. 30; 7 John. Ch. R. 40; 7 Cranch, R. 218; 2 Cowen, 324; 1 Yeates, R. 584; 2 Chan. R. 221; 2 Sumner, R. 487.

6. The right of redemption exists, not only in the mortgagor himself, but in his heirs, and personal representatives, and assignee, and in every other person who has an interest in, or a legal or equitable lien upon the lands; and therefore a tenant in dower, a jointers, a tenant by the curtsey, a remainder-man and a reversionary, a judgment creditor, and every other encumbrancer, unless he be an encumbrancer pendente lite, may redeem. 4 Kent, Com. 156; 5 Pick. R. 149; 9 John. R. 591, 611; 9 Mass. R. 422; 2 Litt. R. 334; 1 Pick. R. 485; 14 Wend. R. 233; 5 John. Ch. R. 482; 6 N. H. Rep. 25; 7 Vin. Ab. 52. Vide, generally, Cruise, Dig. tit. 15, c. 3; 4 Kent, Com. 148; Pow. on Mortg. eh. 10 and 11; 2 Black. Com. 158; 13 Vin. Ab. 458; 2 Supp. to Ves. Jr. 368; 2 Jac. & Walk. 194, n.; 1 Hill. Ab. c. 31; and article Stellionate. (Bouvier's 1856 6th Ed.)

Escrow :

A scroll, writing, or deed delivered by the grantor, promisor or obligor into the hands of a third person, to be held by the latter until the happening of a contingency or performance of a condition, and then by him delivered to the grantee, promisee or obligee.

The state or condition of a deed which is conditionally held by a third person, or the possession and retention of a deed by a third person pending a condition; as when an instrument is said to be delivered "in escrow". This use of the term, however, is a perversion of its meaning. (Black's 4th)

A written instrument, such as a deed, temporarily deposited with a neutral third party, the escrow agent, by the agreement of two parties to a valid contract. The escrow agent will deliver the document to the benefited party when the conditions of the contract have been met. The depositor has no control over the instrument in escrow. In common law, escrow applied to the deposits of instruments for conveyance of land, but now it applies to all instruments so deposited. Money or property so deposited is also loosely referred to as escrow. (Barron's 3rd)

Estate :

The interest which anyone has in lands, or in any other subject of property. An estate in lands, tenements, or hereditaments, signifies such interest as the tenant has therein. The condition or circumstances in which the owner stands with regard to his property. In this sense, "estate" is constantly used in conveyances in connection with the words "right, "title," and "interest," and is, in a great degree, synonymous with all of them.

The degree, quantity, nature, and extent of interest which a person has in real property is usually referred to as an estate, and it varies from absolute ownership down to naked possession.
In another sense, "estate" designates the property (real or personal) in which one has a right or interest; the subject-matter of ownership; the *corpus* of property. Thus we speak of a "valuable estate," "all my estate," "separate estate," "trust estate," etc. This, also, is its meaning in the classification of property into "real estate" and "personal estate."

Examen :
L. Lat.
A trial.
The balance of an account.

Examination :
An investigation; search; interrogating.
Criminal Practice
An investigation by a magistrate of a person who has been charged with crime and arrested, or of the facts and circumstances which are alleged to have attended the crime and to fasten suspicion upon the party so charged, in order to ascertain whether there is sufficient grounds to hold him to bail for his trial by the proper court.
The preliminary hearing to determine whether person charged with having committed a crime should be held for trial.
Trial Practice - The examination of a witness consists of the series of questions put to him by a party to the action, or his counsel, for the purpose of bringing before the court and jury the legal form the knowledge which the witness has of the facts and matters in dispute, or of probing and sifting his evidence previously given.
Of a long account. This phrase does not mean examination of the account to ascertain the result or effect of it, but proof by testimony of correctness of items composing it.
Of bankrupt. This is the interrogation of a bankrupt, in the course of proceedings in bankruptcy, or prior to the adjudication, concerning the conduct of his business, the cause of his bankruptcy, his dealings with his creditors and other persons, the amount, kind, and whereabouts of his property, and all matters which may affect the administration and settlement of his estate. This is authorized Bankruptcy Act, Section 7, 30 Stat. 548, 11 U.S.C.A. Section 25 . (Black's 4th)

Examination :
practice. The interrogation of a witness, in order to ascertain his knowledge as to the facts in dispute between parties. When the examination is made by the party who called the witness, it is called an examination in chief. When it is made by the other party, it is known by the name of cross-examination. (q.v.)
2. The examination is to be made in open court, when practicable; but when, on account of age, sickness, or other cause, the witness cannot be so examined, then it may be made before authorized commissioners. In the examination in chief the

counsel cannot ask leading questions, except in particular cases. Vide Cross-examination; Leading question.

3. The laws of the several states require the private examination of a feme covert before a competent officer, in order to pass her title to her own real estate or the interest she has in that of her husband: as to the mode in which this is to be done, see Acknowledgment. See, also, 3 Call, R. 394; 5 Mason's R. 59; 1 Hill, R. 110; 4 Leigh, R. 498; 2 Gill & John. 1; 3 Rand. R. 468 1 Monr. R. 49; 3 Monr. R. 397; 1 Edw. R. 572; 3 Yerg. R. 548 1 Yerg. R. 413 3 J. J. Marsh. R. 241 2 A. K. Marsh. R. 67; 6 Wend. R. 9; 1 Dall. 11, 17; 3 Yeates, R. 471; 8 S. & R. 299; 4 S. & R. 273. (Bouvier's 1856 6th Ed.)

Exchange :

To barter; to swap. To part with, give or transfer for an equivalent.

Commercial Law

A negotiation by which one person transfers to another funds which he has in a certain place, either at a price agreed upon or which is fixed by commercial usage. The process of settling accounts or debts between parties residing at a distance from each other, without the intervention of money, by exchanging orders or drafts, called bills of exchange; the payment of debts in different places by an exchange or transfer of credits. (Black's 4th)

Exchequer :

That department of the English government which has charge of the collection of the national revenue; the treasury department.

It is said to have been so named from the checkered cloth, resembling a chess-board, which anciently covered the table there, and on which, when certain of the king's accounts were made up, the sums were marked and scored with counters. (Black's 4th)

R, Eng. law. An ancient court of record set up by William the Conqueror. It is called exchequer from the checkered cloth, resembling a chessboard, which covers the table there. 3 Bl. Com. 45. It consists of two divisions; the receipt of the exchequer, which manages the royal revenue; and the court, or judicial part of it, which is again divided into a court of equity, and a court of common law. Id. 44.

2. In this court all personal actions may be brought, and suits in equity commenced, the plaintiff in both (fictitiously for the most part) alleging himself to be the king's debtor, in order to give the court jurisdiction of the cause. Wooddes. Lect. 69. But by stat. 2 Will. IV. c. 39, s. 1, a change has been made in this respect. (Bouvier's 1856 6th Ed.)

Execution :

contracts. The accomplishment of a thing; as the execution of a bond and warrant of attorney, which is the signing, sealing, and delivery of the same. (Bouvier's 1856 6th Ed.)

Exempt :

v. To release, discharge, waive, relieve from liability, to relieve, excuse or set free from a duty or service imposed upon the general class to which the individual exempted belongs; as to exempt from militia service.

To relieve certain classes of property from liability to sale on execution. (Black's 4th)

Exemption :

Freedom from a general duty or service; immunity from a general burden, tax, or charge.

A privilege allowed by law to a judgment debtor, by which he may hold property to a certain amount, or certain classes of property, free from all liability to levy and sale on execution or attachment.

A right given by law to a debtor to retain a portion of his property free from claims of creditors.

An "exemption" contemplated by Constitutional provision forbidding exemption of property from taxation is an exemption from all taxation in any form. An "exemption" from inheritance tax is a deduction. As applied to taxation "exemption" is freedom from burden of enforced contributions to expenses and maintenance of government.

Deduction made in determining taxable income is an "exemption". (Black's 4th)

Fealty :

In feudal law, fidelity, allegiance to the feudal lord of the manor; the feudal obligation resting upon the tenant or vassal by which he was bound to be faithful and true to his lord, and render him obedience and service. This fealty was of two sorts: that which is general, and is due from every subject to his prince; the other special, and required of such only as in respect to their fee are tied by this oath to their landlords. Fealty signifies fidelity, the phrase "feal and leal" meaning simply "faithful and loyal." Tenants by knights' service and also tenants in socage were required to take an oath of fealty to the king or others, their immediately lords; and fealty was one of the conditions of their tenure, the breach of which operated a forfeiture of their estates. Although foreign jurists considered fealty and homage as convertible terms, because in some continental countries they were blended so as to form one engagement, yet they were not to be confounded in our country, for they did not imply the same thing, *homage* being the acknowledgment of tenure, and *fealty*, the vassal oath of fidelity, being the essential feudal bond, and the animating principle of a feud, without which it could not subsist. *Black's Law Dictionary* 6th Edition

Fiction :

An assumption or supposition of law that something which is or may be false is true, or that a state of facts exists which has never really taken place. An assumption, for purposes of justice, of a fact that does not, or may not exist.

A rule of law which assumes as true, and will not allow to be disproved, something which is false, but not impossible.

These assumptions are of an innocent or even beneficial character, and are made for the advancement of the ends of justice. They secure this end chiefly by the extension of procedure from cases to which it is applicable to other cases to which it is not strictly applicable, the ground of inapplicability being some difference of an immaterial character.

Fictions are to be distinguished from presumptions of law. By the former, something known to be false or unreal is assumed as true; by the latter, an inference is set up, which may be and probably is true, but which, at any rate, the law will not permit to be controverted. It may also be said that a presumption is a rule of law prescribed for the purpose of getting at a certain conclusion, though arbitrary, where the subject is intrinsically liable to doubt from the remoteness, discrepancy, or actual defect of proofs. (Black's 4th)

Fiction of Law :

Something known to be false is assumed to be true. (Blacks 4th) The assumption that a certain thing is true, and which gives to a person or thing, a quality which is not natural to it, and establishes, consequently, a certain disposition, which, without the fiction, would be repugnant to reason and to truth. It is an order of things which does not exist, but which the law prescribe; or authorizes it differs from presumption, because it establishes as true, something which is false; whereas presumption supplies the proof of something true. Dalloz, Dict. h.t. See 1 Toull. 171, n. 203; 2 Toull. 217, n. 203; 11 Toull. 11, n. 10, note 2; Ferguson, Moral Philosophy, part 5, c. 10, s. 3 Burgess on Insolvency, 139, 140; Report of the Revisers of the Civil Code of Pennsylvania, March 1, 1832, p. 8.

2. The law never feigns what is impossible fictum est id quod factum non est sed fieri potuit. Fiction is like art; it imitates nature, but never disfigures, it aids truth, but it ought never to destroy it. It may well suppose that what was possible, but which is not, exists; but it will never feign that what was impossible, actually is. D'Aguesseau, Oeuvres, tome iv. page 427, 47e Plaidoyer.

3. Fictions were invented by the Roman praetors, who, not possessing the power to abrogate the law, were nevertheless willing to derogate from it, under the pretence of doing equity. Fiction is the resource of weakness, which, in order to obtain its object, assumes as a fact, what is known to be contrary to truth: when the legislator desires to accomplish his object, he need not feign, he commands. Fictions of law owe their origin to the legislative usurpations of the bench. 4 Benth. Ev. 300.

4. It is said that every fiction must be framed according to the rules of law, and that every legal fiction must have equity for its object. 10 Co. 42; 10 Price's R. 154; Cowp. 177. To prevent their evil effects, they are not allowed to be carried further than the reasons which introduced them necessarily require. 1 Lill. Ab. 610; Hawk. 320; Best on Pres. Sec. 20.

5. The law abounds in fictions. That an estate is in abeyance; the doctrine of remitter, by which a party who has been diseased of his freehold, and afterwards acquires a defective title, is remitted to his former good title; that one thing done today, is considered as done, at a preceding time by the doctrine of relation; that, because one thing is proved, another shall be presumed to be true, which is the

case in all presumptions; that the heir, executor, and administrator stand by representation, in the place of the deceased are all fictions of law. "Our various introduction of John Doe and Richard Roe," says Mr. Evans, (Poth. on Ob. by Evans, vol. n. p. 43,) "our solemn process upon dissuasion by Hugh Hunt; our casually losing and finding a ship (which never was in Europe) in the parish of St. Mary Le Bow, in the ward of Cheap; our trying the validity of a will by an imaginary, wager of five pounds; our imagining and compassing the king's death, by giving information which may defeat an attack upon an enemy's settlement in the antipodes our charge of picking a pocket, or forging a bill with force and arms; of neglecting to repair a bridge, against the peace of our lord the king, his crown and dignity are circumstances, which, looked at by themselves, would convey an impression of no very favorable nature, with respect to the wisdom of our jurisprudence."
Vide 13 Vin. Ab. 209; Merl. Rep. h.t.; Dane's Ab. Index, h.t.; and Rey, des Inst. de I'Angl. tome 2, p. 219, where he severely censures these fictions as absurd and useless. (Bouvier's 1856 6th Ed.)

Fictitious :
Founded on a fiction; having the character of a fiction; pretended; counterfeit. Feigned, imaginary, not real, false, not genuine, and nonexistent. Bill alleging that amount of mortgage sought to be canceled was "fictitious" held to allege that mortgage was without consideration. Arbitrarily invented and set up, to accomplish an ulterior object. (Black's 4th)

Fictitious Name :
A counterfeit, feigned, or pretended name taken by a person, differing in some essential particular from his true name, (consisting of Christian name and patronymic,) with the implication that it is meant to deceive or mislead. (Black's 4th)

Fictitious Plaintiff :
A person appearing in the writ or record as the plaintiff in a suit, but who in reality does not exist, or who is ignorant of the suit and of the use of his name in it. It is a contempt of court to sue in the name of a fictitious plaintiff. (Blacks 4th)

Fiducia :
civil law. A contract by which we sell a thing to someone, that is, transmit to him the property of the thing, with the solemn forms of emancipation, on condition that he will sell it back to us. This species of contract took place in the emancipation of children, in testaments, and in pledges. Poth. Pand. h.t. (Bouvier's 1856 6th Ed.)

Fiduciary :
The term is derived from the Roman law, and means, (as a noun) a person holding the character of a trustee, or a character analogous to that of a trustee, in respect to the trust and confidence involved in it and the scrupulous good faith and candor which it requires. A person having duty, created by his undertaking, to act

primarily for another's benefit in matters connected with such undertaking. (Black's 4th)

Fiduciary Capacity:
One is said to act in a "fiduciary capacity", or to receive money or contract a debt in a "fiduciary capacity", when the business which he transacts, or the money or property which he handles, is not his own or for his own benefit, but for the benefit of another person, as to whom he stands in a relation implying and necessitating great confidence and trust on one part and a high degree of good faith on the other part. The term is not restricted to technical or express trusts, but includes also such offices or relations as those of an attorney at law, a guardian, executor, or broker, a director of a corporation, and a public officer. (Black's 4th)

Fiduciary Contract :
An agreement by which one person delivers a thing to another on the condition that he will restore it to him. (Black's 4th)

Fiduciary Debt :
A debt founded on or arising from some confidence or trust as distinguished from a "debt" founded simply on contract. (Black's 4th)

Field Warehouse Receipt :
Document issued by warehouseman evidencing receipt of goods which have been stored. Such may be used as collateral for loans. (Black's 6th)

Fine :
v. To impose a pecuniary punishment or mulct.
To sentence a person convicted of an offense to pay a penalty in money.
n. A sum of money paid at the end, to make an end of a transaction, suit, or prosecution; mulct; penalty. A forfeit or forfeiture. (Black's 4th)

Finding: The result of the deliberations of a jury or a court. A decision upon a question of fact reached as the result of a judicial examination or investigation by a court, jury, referee, coroner, etc. A recital of the facts as found. The word commonly applies to the result reached by a judge or jury. See also Decision; Judgment; Verdict.

Finding of Fact: Determination from the evidence of a case, either by court or an administrative agency, concerning facts averred by one party and denied by another. A determination of a fact by the court, averred by one party and denied by the other, and founded on evidence in case. A conclusion by way of reasonable inference from the evidence. Also the answer of the jury to a specific interrogatory propounded to them as to the existence or non-existence of a fact in issue. Conclusion drawn by trial court from facts without exercise of legal judgment. *Compare* Conclusion of law.

FINDING OF FACTS, See FINDING.

Firm :
The word "firm" is a conventional term, applicable only to persons who are members of firm on particular occasion when name is used, and means name, title, or style under which a company transacts business, a partnership of two or more persons, or a commercial house, and is synonymous with "company", "house", "partnership", and "concern". (Black's 4th)

Fisc :
civil law. The treasury of a prince. The public treasury. Hence to confiscate a thing, is to appropriate it to the fisc. Paillet, Droit Public, 21, n, says that fiscus, in the Roman law, signified the treasure of the prince, and aerarium, the treasure of the state. But this distinction was not observed in France. See Law 10, ff. De jure Fisci. (Bouvier's 1856 6th Ed.)

Fiscal :
Of or pertaining to the public treasury or revenue, of or pertaining to financial matters generally. Belonging to the fisc or public treasury. Relating to accounts or the management of revenue. Of or pertaining to the public finances of a government. (Black's 4th)

Fiscal Year :
The year by or for which accounts are reckoned, or the year between one annual time of settlement or balancing of accounts and another. An accounting period of twelve months. A period of twelve months (not necessarily concurrent with the calendar year) with reference to which appropriations are made and expenditures authorized, and at the end of which accounts are made up and the books balanced. (Black's 4th)

For Value :
See Holder (Black's 4th)

Foreclosure :
To shut out, to bar, to destroy, to destroy an equity of redemption. A termination of all rights of the mortgagor or his grantee in the property covered by the mortgage.

A process in chancery by which all further right existing in a mortgagor to redeem the estate is defeated and lost to him, and the estate becomes the absolute property of the mortgagee; being applicable when the mortgagor has forfeited his estate by non-payment of the money due on the mortgage at the time appointed, but still retains the equity of redemption.

The term is also loosely applied to any of the various methods, statutory or otherwise, known in different jurisdictions, of enforcing payment of the debt secured by a mortgage, by taking and selling the mortgaged estate.

Foreclosure is also applied to proceeding founded upon some other liens; thus there are proceedings to foreclose a mechanic's lien. It is a proceeding in court or

out of court, when provided for by a valid contract, to subject property or part thereof covered by a lien to payment of debt secured by the lien, and it has effect of extinguishing all right, title, or interest, if any, of defendants in the property. (Black's 4th)

Fourteenth Amendment :

The Fourteenth Amendment of the Constitution of the United States.

It became a part of the organic law July 28th, 1868, and it's importance entitles it to special mention. It creates or at least recognizes for the first time a citizenship of the United States, as distinct from that of the states; forbids the making or enforcement by any state of any law abridging the privileges and immunities of citizens of the United States; and secures all "persons" against any state action which is either deprivation of life, liberty, or property without due process of law or denial of the equal protection of the laws. (Black's 4th)

Free :

Not subject to legal constraint of another.

Unconstrained; having power to follow the dictates of his own will. Not subject to the dominion of another. Not compelled to involuntary servitude. Used in this sense as opposed to "slave".

Not bound to service for a fixed term of years; in distinction to being bound as an apprentice.

Enjoying full civic rights. Available to all citizens alike without charge; as a free school.

Available for public use without charge or toll; as a free bridge.

Not despotic; assuring liberty; defending individual rights against encroachment by any person or class; instituted by a free people; said of governments, institutions, etc..

Certain, and also consistent with an honorable degree in life; as free services, in the feudal law.

Confined to the person possessing, instead of being shared by others; as a free fishery.

Not engaged in a war as a belligerent or ally; neutral; as in the maxim, "Free ships make free goods." (Black's 4th)

Free and Clear ;

(And like phrases). The title to property is said to be "free and clear" when it is not encumbered by any liens; but it is said that an agreement to convey land "free and clear" is satisfied by a conveyance passing a good title. (Black's 4th)

Free Law :

A term formerly used in England to designate the freedom of civil rights enjoyed by freemen. It was liable to forfeiture on conviction of treason or an infamous crime. (Black's 4th)

Freedom :
The state of being free; liberty; self-determination; absence of restraint; the opposite of slavery.

The power of acting, in the character of a moral personality, according to the dictates of the will, without other check, hindrance, or prohibition than such as may be imposed by just and necessary laws and the duties of social life.

The prevalence, in the government and Constitution of a country, of such a system of laws and institutions as to secure civil liberty to the individual citizen. (Black's 4th)

Freeholder :
One having title to realty. Either of inheritance or for life. Either legal or equitable title. (Black's 4th)

Freeman :
A person in the possession and enjoyment of all the civil and political rights accorded to the people under a free government.

In the Roman law, it denoted one who was either born free or emancipated, and was the opposite of "slave." In feudal law, it designated an Allodial proprietor, as distinguished from a vassal or feudal tenant. In old English law, the word described a freeholder or tenant by free services; one who was not a villain. In modern legal phraseology, it is the appellation of a member of a city or borough having the right of suffrage, or a member of any municipal corporation invested with full civic rights. (Black's 4th)

Fund :
v. To capitalize with a view to the production of interest. Also, to put into the form of bonds, stocks, or other securities, bearing regular interest, and to provide or appropriate a fund or permanent revenue for the payment thereof.

To fund a debt is to pledge a specific fund to keep down the interest and reduce the principal.

n. A generic term and all-embracing as compared with term "money," etc., which is specific.

A sum of money set apart for a specific purpose, or availability for the payment of debts or claims.

In its narrower and more usual sense, "fund" signifies "capital", as opposed to "interest" or "income"; as where we speak of a corporation funding the arrears of interest due on its bonds, or the like, meaning that the interest is capitalized and made to bear interest in its turn until it is repaid.

In the plural, this word has a variety of slightly different meanings, as follows:

Moneys and much more, such as notes, bills, checks, drafts, stocks and bonds, and in broader meaning may include property of every kind.

Money in hand; assets; cash; money available for the payment of a debt, legacy, etc.

The proceeds of sales of real and personal estate, or the proceeds of any other assets converted into money.

Corporate stocks or government securities; in this sense usually spoken of as the "funds."

Assets, securities, bonds, or revenue of a state or government appropriated for the discharge of its debts.

Public Funds

An non-technical name for (1) the revenue or money of a government, state, or municipal corporation; (2) the bonds, stocks, or other securities of a national or state government. Money, warrants, or bonds, or other paper having a money value, and belonging to the state, or to any county, city, incorporated town or school district. The term applies to funds of every political subdivision of state wherein taxes are levied for public purposes. (Black's 4th)

Gage :

In old English law, a pawn or pledge; something deposited as security for the performance of some act or the payment of money, and to be forfeited on failure or non-performance. A mortgage is a *dead-gage* or pledge; for, whatsoever profit it yields, it redeems not itself, unless the whole amount is paid at the appointed time. (Black's 4th)

Go To Protest :

Commercial paper is said to "go to protest" when it is dishonored by non-payment or non-acceptance and is handed to a notary for protest. (Black's 4th)

Goods :

A term of variable content and meaning. All things which are moveable at the time of identification to the contract for sale, investment securities, and things in action. Also includes the unborn young of animals. (Black's 6th)

"Goods" includes all things that are moveable at the time the security interest attaches. UCC 9-105(h)

Government De Facto :

A government of fact. A government actually exercising power and control in the state, as opposed to the true and lawful government; a government not established according to the Constitution of the state, or not lawfully entitled to recognition or supremacy, but which has nevertheless supplanted or displaced the government *de jure*. A government deemed unlawful, or deemed wrongful or unjust, which, nevertheless, receives presently habitual obedience from the bulk of the community.

There are several degrees of what is called "de facto government". Such a government, in its highest degree, assumes a character very closely resembling that of a lawful government. This is when the usurping government expels the regular authorities from their customary seats and functions, and establishes itself in their place, and so becomes the actual government of a country. The distinguishing characteristic of such a government is that adherents to it in war against the government *de jure* do not incur the penalties of treason; and, under certain limitations, obligations assumed by it in behalf of the country or otherwise

will, in general, be respected by the government de jure when restored.

Such a government might be more aptly denominated a "government of paramount force," being maintained by active military power against the rightful authority of an established and lawful government; and obeyed in civil matters by private citizens. They are usually administered directly by military authority, but they may be administered, also, by civil authority, supported more or less by military force. (Black's 4th)

Government De Jure :

A government of right; the true and lawful government; a government established according to the Constitution of the state, and lawfully entitled to recognition and supremacy and the administration of the state, but which is actually cut off from power or control. A government deemed lawful, or deemed rightful or just, which, nevertheless, has been supplanted or displaced; that is to say, which receives not presently (although it received formerly) habitual obedience from the bulk of the community. (Black's 4th)

Grace :

A favor or indulgence as distinguished from a right. The lord chancellor was instructed to take cognizance of matters of grace, being such subjects of equity jurisdiction as were exclusively matters of equity.

A faculty license or dispensation; also general and free pardon by act of parliament. (Black's 4th)

Guarantee :

One to whom a guaranty is made. This word is also used, as a noun, to denote the contract of guaranty or the obligation of a guarantor, and, as a verb, to denote the action of assuming the responsibilities of a guarantor. (Black's 4th)

Guaranty :

v. To undertake collaterally to answer for the payment of another's debt or the performance of another's duty, liability, or obligation; to assume the responsibility of a guarantor; to warrant. (Black's 4th)

n. A collateral agreement for performance of another's undertaking. A promise to answer for payment of debt or performance of obligation if person liable in first instance fails to make payment or perform obligation. An undertaking by one person to be answerable for the payment of some debt, or the due performance of some contract or duty, by another person, who himself remains liable to pay or perform the same.

Synonyms

The terms *guaranty* and *surety* are sometimes used interchangeably; but they should not be confounded. The contract of the guarantor is his own separate contract. It is in the nature of a warranty by him that the thing guaranteed to be done by the principal shall be done, not merely an engagement jointly with the principal to do the thing. The original contract of the principal is not his contract, and he is not bound to take notice of its non-performance.

Guaranty and *warranty* are derived from the same root, and are in fact etymologically the same word, the "g" of the Norman French being interchangeable with the English "w". They are often used colloquially and in commercial transactions as having the same signification, as where a piece of machinery or the produce of an estate is "guaranteed" for a term of years, "warranted" being the more appropriate term in such a case. A distinction is also sometimes made in commercial usage, by which the term "guaranty" is understood as a collateral warranty (often a conditional one) against some default or event in the future, while the term "warranty" is taken as meaning an absolute undertaking *in proesenti*, against the defect, or for the quantity or quality contemplated by the parties in the subject-matter of the contract. But in strict legal usage the two terms are widely distinguished in this, that a warranty is an absolute undertaking or liability on the part of the warrantor, and the contract is void unless it is strictly and literally performed, while a guaranty is a promise, entirely collateral to the original contract, and not imposing any primary liability on the guarantor, but binding him to be answerable for the failure or default of another. (Black's 4th)

Hearing :

Proceeding of relative formality, generally public, with definite issues of fact or of law to be tried, in which parties proceeded against have right to be heard, and is much the same as a trial and may terminate in final order. Synonymous with trial, and includes reception of evidence and arguments thereon. It is frequently used in a broader and more popular significance to describe whatever takes place before magistrates clothed with judicial functions and sitting without jury at any stage of the proceedings subsequent to its inception, and may include proceedings before an auditor. (Black's 4th)

Hedge :

A purchase of grain to protect against loss due to fluctuations in price.

To safeguard one's self from loss on a bet or speculation by making compensatory arrangements on the other side. (Black's 4th)

Hedging :

A means by which collectors and exporters of grain or other products, and manufacturers, who make contracts in advance for the sale of their goods, secure themselves against the fluctuations of the market by counter contracts for the purchase or sale of an equal quantity of the product or of the material of manufacture. The action of one who buys commodities in selling an equal amount of such commodities on exchange for the purpose of insurance against fluctuations in price.

The term "hedge," as used in the milling business, means when the miller enters into a contract for the delivery of flour at a future date, he buys wheat on the stock exchange for future delivery, and when he purchases wheat for actual delivery from the grain elevator to fulfill the contract which he had previously made to furnish flour, he sells the wheat which he has bought on the stock exchange. (Black's 4th)

Hell :
The name formerly given to a place under the exchequer chamber, where the king's debtors were confined. (Black's 4th)

Holder :
The holder of a bill of exchange, promissory note, or check is the person who has legally acquired possession of the same, by endorsement or delivery, and who is entitled to receive payment of the instrument. (Black's 4th)

Holder in Due Course :
A holder who has taken a bill of exchange (check or note) complete and regular of the face of it, under the following conditions, namely: (a) That he became the holder of it before it was overdue, and without notice that it had been previously dishonored, if such was the fact. (b) That he took the bill (check or note) in good faith and for value, and that at the time it was negotiated to him he had no notice of any defect in the title of the person who negotiated it. (Black's 4th)

Honor :
v. To accept a bill of exchange, or to pay a note, check, or accepted bill, at maturity and according to its tenor. (Black's 4th)

Hypothecate :
To pledge a thing without delivering the possession of it to the pledgee. (Black's 4th)

In Camera :
In chambers; in private. A cause is said to be heard *in camera* either when the hearing is had before a judge in his private room or when all spectators are excluded from the courtroom. (Black's 4th)

In Common :
Shared in respect to title, use, or enjoyment, without apportionment or division into individual parts; held by several for the equal advantage, use, or enjoyment of all. (Black's 4th)

Encumbrance :
Any right to, or interest in, land which may subsist in another to the diminution of its value, but consistent with the passing of the fee.

A claim, lien, charge, or liability attached to and binding real property. An encumbrance may be a mortgage; a judgment lien; a mechanics lien; a lease; restriction in deed; encroachment of a building; an easement or right of way; accrued and unpaid taxes; the statutory right of redemption.

The term "encumbrance" is sometimes used to denote a burden or charge on personal property as e.g. a chattel mortgage on a stock of goods. (Black's 4th)

Indicted :

practice. When a man is accused by a bill of indictment preferred by a grand jury, he is said to be indicted. (Bouvier's 1856 6th Ed.)

Indictment :

An accusation in writing found and presented by a grand jury, legally convoked and sworn, to the court in which it is impaneled, charging that a person therein named has done some act, or been guilty of some omission, which, by law, is a public offense, punishable on indictment.

A presentment differs from an indictment in that it is an accusation made by a grand jury of their own motion, either upon their own observation and knowledge, or upon evidence before them; while an indictment is preferred at the suit of the government, and is usually framed in the first instance by the prosecuting officer of the government, and by him laid before the grand jury, to be found or ignored. An information resembles in its form and substance an indictment, but is filed at the mere discretion of the proper law officer of the government, without the intervention or approval of a grand jury, and an affidavit is a charge made and preferred by an individual. (Black's 4th)

Indictment :

crim. law, practice. A written accusation of one or more persons of a crime or misdemeanor, presented to, and preferred upon oath or affirmation, by a grand jury legally convoked. 4 Bl. Com. 299; Co. Litt. 126; 2 Hale, 152; Bac. Ab. h.t.; Com. Dig. h.t. A; 1 Chit. Cr. L. 168.

2. This word, indictment, is said to be derived from the old French word indicter, which signifies to indicate; to show, or point out. Its object is to indicate the offence charged against the accused. Rey, des Inst. 'Angl. tome 2, p. 347.

3. To render an indictment valid, there are certain essential and formal requisites. The essential requisites are, 1st. That the indictment be presented to some court having jurisdiction of the offence stated therein. 2d. That it appear to have been found by the grand jury of the proper county or district. 3d. That the indictment be found a true bill, and signed by the foreman of the grand jury. 4th. That it be framed with sufficient certainty; for this purpose the charge must contain a certain description of the crime or misdemeanor, of which the defendant is accused, and a statement of the facts by which it is constituted, so as to identify the accusation. Cowp. 682, 3; 2 Hale, 167; 1 Binn. R. 201; 3 Binn. R; 533; 1 P. A. Bro. R. 360; 6 S. & R. 398 4 Serg. & Rawle, 194; 4 Bl. Com. 301; Yeates, R. 407; 4 Cranch, R. 167. 5th. The indictment must be in the English language. But if any document in a foreign language, as a libel, be necessarily introduced, it should be set out in the original tongue, and then translated, showing its application. 6 T. R. 162.

4. Secondly, formal requisites are, 1st. The venue, which, at common law should always be laid in the county where the offence has been committed, although the charge is in its nature transitory, as a battery. Hawk. B. 2, c. 25, s. 35. The venue is stated in the margin thus, "City and county of _____ to wit." 2d. The presentment, which must be in the present tense, and is usually expressed by the following formula, "The grand inquest of the commonwealth of _____ inquiring

for the city and county aforesaid, upon their oaths and affirmations present." See, as to the venue, 1 Pike, R. 171; 9 Yerg. 357. 3d. The name and addition of the defendant; but in case an error has been made in this respect, it is cured by the plea of the defendant. Bac. Ab. Misnomer, B; Indictment, G 2; 2 Hale, 175; 1 Chit. Pr. 202. 4th. The names of third persons, when they must be necessarily mentioned in the indictment, should be stated with certainty to a common intent, so as sufficiently to inform the defendant who are his accusers. When, however, the names of third persons cannot be ascertained, it is sufficient, in some cases, to state "a certain person or persons to the jurors aforesaid unknown." Hawk. B. 2, c. 25, s. 71; 2 East, P. C. 651, 781; 2 Hale, 181; Plowd. 85; Dyer, 97, 286; 8 C. & P. 773. See Unknown. 5th. The time when the offence was committed, should in general be stated to be on a specific year and day. In some offences, as in perjury, the day must be precisely stated; 2 Wash. C. C. Rep. 328; but although it is necessary that a day certain should be laid in the indictment, yet, in general, the prosecutor may give evidence of an offence committed on any other day previous to the finding of the, indictment. 5 Serg. & Rawle, 316. Vide 11 Serg. & Rawle, 177; 1 Chit. Cr. Law, 217, 224; 1 Ch. Pl. Index, tit. Time. See 17 Wend. 475; 2 Dev. 567; 5 How. Mis. 14; 4 Dana. 496; C. & N. 369; 1 Hawks, 460. 6th. The offence should be properly described. This is done by stating the substantial circumstances necessary to show the nature of the crime and, next, the formal allegations and terms of art required by law. 1. As to the substantial circumstances. The whole of the facts of the case necessary to make it appear judicially to the court that the indictors have gone upon sufficient premises, should be set forth; but there should be no unnecessary matter or anything which on its face makes the indictment repugnant, inconsistent, or absurd. Hale, 183; Hawk. B. 2, c. 25, s. 57; Ab. h.t. G 1; Com. Dig. h.t. G 3; 2 Leach, 660; 2 Str. 1226. All indictments ought to charge a man with a particular offence, and not with being an offender in general: to this rule there are some exceptions, as indictments against a common barrater, a common scold, and the keeper of a common bawdy house; such persons may be indicted by these general words. 1 Chit. Cr. Law, 230, and the authorities there cited. The offence must not be stated in the disjunctive, so as to leave it uncertain on what it is intended to rely as an accusation; as, that the defendant erected or caused to be. erected a nuisance. 2 Str. 900; 1 Chit. Cr. Law, 236.

2. There are certain terms of art used, so appropriated by the law to express the precise idea which it entertains of the offence, that no other terms, however synonymous they may seem, are capable of filling the same office: such, for example, as traitorously, (q.v.) in treason; feloniously, (q.v.) in felony; burglariously, (q.v.) in burglary; maim, (q.v.) in mayhem, &c. 7th. The conclusion of the indictment should conform to the provision of the Constitution of the state on the subject, where there is such provision; as in Pennsylvania, Const. art. V., s. 11, which provides, that "all prosecutions shall be carried on in the name and by the authority of the commonwealth of Pennsylvania, and conclude against the peace and dignity of the same." As to the necessity and propriety of having several counts in an indictment, vide 1 Chit. Cr. Law, 248; as to. joinder of several offences in the same indictment, vide 1 Chit. Cr. Law, 253; Arch. Cr. Pl. 60; several defendants

may in some cases be joined in the same indictment. Id. 255; Arch. Cr. Pl. 59. When an indictment may be amended, see Id. 297. Stark. Cr. Pl. 286; or quashed, Id. 298 Stark. Cr. Pl. 831; Arch. Cr. 66. Vide; generally, Arch. Cr. Pl. B. 1, part 1, c. 1; p. 1 to 68; Stark. Cr. Pl. 1 to 336; 1 Chit. Cr. Law, 168 to 304; Com. Dig. h.t.: Vin. Ab. h.t.; Bac. Ab. h.t.; Dane's Ab. h.t.; Nels. Ab. h.t.; Burn's Just. h.t.; Russ. on Cr. Index, h.t.,

5. By the Constitution of the United States, Amend. art. 5, no person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a grand jury, except in cases arising in the land or naval forces, or in the militia, when in actual service in time of war, or public danger. (Bouvier's 1856 6th Ed.)

Endorsement :

The act of a payee, drawee, accommodation endorser, or holder of a bill, note, check, or other negotiable instrument, in writing his name upon the back of the same, with or without further or qualifying words, whereby the property in the same is assigned and transferred to another.

That which is so written upon the back of a negotiable instrument.

In the law of negotiable instruments, a new and substantive contract by which title to the instrument is transferred and by which endorser becomes a party to the instrument, and is liable, on certain conditions for its payment. In this respect endorsement differs from a common-law assignment.

One who writes his name upon a negotiable instrument, otherwise than as a maker or acceptor, and delivers it, with his name thereon, to another person, is called an "endorser," and his act is called "endorsement".

The word "endorsement" is also used with reference to writs, insurance policies, certificates of stock, etc. The term as used in the Uniform Stock Transfer Act contemplates a writing passing or attempting to pass title or an interest. As applied to a writ or warrant "endorsement" is an entry made on the back thereof. (Black's 4th)

Endorsement :

crim. law, practice. When a warrant for the arrest of a person charged with a crime has been issued by a justice of the peace of one county, which is to be executed in another county, it is necessary in some states, as in Pennsylvania, that it should be indorsed by a justice of the county where it is to be executed: this endorsement is called backing. (q.v.) (Bouvier's 1856 6th Ed.)

Information :

An accusation exhibited against a person for some criminal offense, without an indictment. An accusation in the nature of an indictment, from which it differs only in being presented by a competent public officer on his oath of office, instead of a grand jury on their oath. A written accusation sworn to before a magistrate, upon which an indictment is afterwards founded.

The word is also frequently used in the law in its sense of communicated knowledge. And affidavits are frequently made, and pleadings and other documents verified, on information and "belief".

In French Law. The act or instrument which contains the depositions of witnesses against the accused. (Black's 4th)

Informer :

A person who informs or prefers an accusation against another, whom he suspects of a violation of some penal statute. (Black's 4th)

Inquest :

A body of men appointed by law to inquire into certain matters; as, the inquest examined into the facts connected with the alleged murder; the grand jury, is sometimes called the grand inquest. The judicial inquiry itself is also called an inquest. The finding of such men, upon an investigation, is also called an inquest or an inquisition.

2. An inquest of office was bound to find for the king upon the direction of the court. The reason given is that the inquest concluded no man of his right, but only gave the king an opportunity to enter so that he could have his right tried. Moore, 730; Vaughan, 135; 3 H. VII. 10; 2 H. IV. 5; 3 Leon. 196. (Bouvier's 1856 6th Ed.)

Inquisition :

practice. An examination of certain facts by a jury empanelled by the sheriff for the purpose; the instrument of writing on which their decision is made is also called an inquisition. The sheriff or coroner and the jury who make the inquisition, are called the inquest.

2. An inquisition on an untimely death, if omitted by the coroner, may be taken by justices of goal delivery and over and terminer or of the peace, but it must be done publicly and openly, otherwise it will be quashed. Inquisitions either of the coroner, or of the other jurisdictions, are traversable. 1 Burr. 18, 19. (Bouvier's 1856 6th Ed.)

Inquisitor :

A designation of sheriffs, coroners, super visum corporis, and the like, who have power to inquire into certain matters.

2. The name, of an officer, among ecclesiastics, who is authorized to inquire into heresies, and the like, and to punish them. An ecclesiastical judge. (Bouvier's 1856 6th Ed.)

Instrument :

A written document; a formal or legal document in writing, such as a contract, deed, will, bond, or lease.

Anything reduced to writing, a document of a formal or solemn character, a writing given as a means of affording evidence. A document or writing which gives formal expression to a legal act or agreement, for the purpose of creating, securing,

modifying, or terminating a right; a writing executed and delivered as the evidence of an act or agreement.
In the law of evidence. Anything which may be presented as evidence to the sense of the adjudicating tribunal. (Black's 4th)

Instrument :
contracts. The writing which contains some agreement, and is so called because it has been prepared as a memorial of what has taken place or been agreed upon. The agreement and the instrument in which it is contained are very different things, the latter being only evidence of the existence of the former. The instrument or form of the contract may be valid, but the contract itself may be void on account of fraud. Vide Ayl. Parerg. 305; Dunl. Ad. Pr. 220. (Bouvier's 1856 6th Ed.)

Instrument :
An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either. UCC 3-104(e). "Instrument" means a negotiable instrument (defined in Section 3-104), or a certified security (defined in Section 8-102) or any other writing which evidences a right to the payment and is not itself a security agreement or lease and is of a type which is in ordinary course of business transferred by delivery with any necessary endorsement or assignment. UCC 9-105(I).

Interest :
Property; The most general term that can be employed to denote a property in lands or chattels. In its application to lands or things real, it is frequently used in connection with the terms "estate," "right," and "title," and, according to Lord Coke, it properly includes them all. More particularly it means a right to have the advantage accruing from anything; any right in the nature of property, but less than title; a partial or undivided right; a title to a share.

The term "interest" and "title" are not synonymous. A mortgagor in possession, and a purchaser holding under a deed defectively executed, have, both of them, absolute as well as insurable interests in the property, though neither of them has the legal title.

For Money Interest is the compensation allowed by law or fixed by the parties for the use or forbearance or detention of money. (Black's 4th)

Internal Revenue :
In the legislation and fiscal administration of the United States, revenue raised by the imposition of taxes and excises on domestic products or manufactures, and on domestic business and occupations, inheritance taxes, and stamp taxes; as broadly distinguished from "customs duties," i.e. duties or taxes on foreign commerce or on goods imported. (Black's 4th) **Note:** the taxes collected do not support the Country, but are applied to the national debt as owed to the Federal Reserve, IMF and King of England.

Invoice :

In commercial law. A list or account of goods or merchandise sent by merchants to their correspondents at home or abroad, in which the marks of each package, with other particulars, are set forth. Written itemized accounts sent to a purchaser by the seller of merchandise. A list sent to a purchaser, factor, consignee, etc. containing the items, together with the prices and charges of merchandise sent or to being sent to him. A writing made on behalf of an importer, specifying the merchandise imported, and its true cost or value. (Black's 4th)

Issue :

v. To send forth; to emit; to promulgate; as, an officer *issues* orders, process *issues* from a court. To put into circulation; as, the treasury *issues* notes. To send out, to send out officially; to deliver, for use, or authoritatively; to go forth as authoritative or binding.

A writ is "issued" when it is delivered to an officer, with the intent to have it served.

n. The act of issuing, sending forth, emitting or promulgating; the giving a thing its first inception; as the issue of an order or a writ. (Black's 4th)

Journal :

A daily book; a book in which entries are made or events recorded from day to day.

In maritime law, the journal (otherwise called "log" or "log-book") is a book kept on every vessel, which contains a brief record of the events and occurrences of each day of a voyage, with the nautical observations, course of the ship, account of the weather, etc. In the system of double-entry bookkeeping, the journal is an account-book into which are transcribed, daily or at other intervals, the items entered upon the day-book, for more convenient posting into the ledger. In the usage of legislative bodies, the journal is a daily record of the proceedings of either house. It is kept by the clerk, and in it are entered the appointments and actions of committees, introduction of bills, motions, votes, resolutions, etc., in the order of their occurrence. (Black's 4th)

Judge-Made Law :

A phrase used to indicate judicial decisions which construe away the meaning of statutes, or find meaning in them the legislature never intended. It is sometimes used as meaning, simply, the law established by judicial precedent. (Black's 4th)

Judgment :

A sense of knowledge sufficient to comprehend nature of transaction.
An opinion or estimate.
The conclusion in a syllogism having for its major and minor prenises issues raised by the pleadings and the proofs thereon.
The formation of an opinion or notion concerning something by exercising the mind upon it.

The official and authentic decision of a court of justice upon the respective rights and claims of the parties to an action or suit therein litigated and submitted to its determination.

Also it is, or may mean, adjudication; Affirmation by court or compensation award. Conclusion of law upon facts found or admitted by the parties or upon their default in the course of the suit; conclusion that naturally follows from the premises of law and fact; debt which court of law finds to be due and orders to be paid.

A decree is a judgment. An allowance or disallowance of a claim may be a judgment.

An entry on court record may constitute a judgment.

An order may be a judgment: Compensation proceeding.

To constitute act of bankruptcy, "judgment" suffered by debtor must be one that has become lien and, as such, a legal preference. (Black's 4th)

Jurisprudence: The philosophy of law, or the science which treats of the principles of positive law and legal relations.

In the proper sense of the word, "jurisprudence" is the science of law, namely, that science which has for its function to ascertain the principles on which legal rules are based, so as not only to classify those rules in their proper order, and show the relation in which they stand to one another, but also to settle the manner in which new or doubtful cases should be brought under the appropriate rules, Jurisprudence is more a formal than a material science. It has no direct concern with questions of moral or political policy, for they fall under the province or ethics and legislation; but, when a new or doubtful case arises to which two different rules seem, when taken literally, to be equally applicable, it may be, and often is, the function of jurisprudence to consider the ultimate effect which would be produced if each rule were applied to an indefinite number of similar cases, and to choose that rule which, when so applied, will produce the greatest advantage to the community.

Law, Criminal :

By criminal law is understood that system of laws which provides for the mode of trial of persons charged with criminal offences, defines crimes, and provides for their punishments. (Bouvier's 1856 6th Ed.)

Law, Merchant :

A system of customs acknowledged and taken notice of by all commercial nations; and those customs constitute a part of the general law of the land; and being a part of that law their existence cannot be proved by witnesses, but the judges are bound to take notice of them ex officio. See Beawes' Lex Mercatoria Rediviva; Caines' Lex Mercatoria Americana; Com.

Dig. Merchant, D; Chit. Comm. Law; Pardess. Droit Commercial; Collection des Lois Maritimes anterieure au dix hutiŠme siŠcle, par Dupin; Capmany, Costumbres Maritimas; II Consolato del Mare; Us et Coutumes de la Mer; Piantandia, Della Giurisprudenze Maritina Commerciale, Antica e Moderna; Valin, Commentaire sur

l'Ordonnance de la Marine, du Mois d'Aout, 1681; Boulay-Paty, Dr. Comm.; Boucher, Institutions au Droit Maritime. (Bouvier's 1856 6th Ed.)

Law, Municipal :

Municipal law is defined by Mr. Justice Blackstone to be "a rule of civil conduct prescribed by the supreme power in a state, commanding what is right and prohibiting what is wrong." This definition has been criticized, and has been perhaps, justly considered imperfect. The latter part has been thought superabundant to the first; see Mr. Christian's Note: and the first too general and indefinite, and too limited in its signification to convey a just idea of the subject. See Law, civil. Mr. Chitty defines municipal law to be "a rule of civil conduct, prescribed by the supreme power in a state, commanding what shall be done or what shall not be done." 1 Bl. Com. 44, note 6, Chitty's edit.

2. Municipal law, among the Romans, was a law made to govern a particular city or province; this term is derived from the Latin municipium, which among them signified a city which was governed by its own laws, and which had its own magistrates. (Bouvier's 1856 6th Ed.)

Law of Nature :

The law of nature is that which God, the sovereign of the universe, has prescribed to all men, not by any formal promulgation, but by the internal dictate of reason alone. It is discovered by a just consideration of the agreeableness or disagreeableness of human actions to the nature of man; and it comprehends all the duties which we owe either to the Supreme Being, to ourselves, or to our neighbors; as reverence to God, self-defense, temperance, honor to our parents, benevolence to all, a strict adherence to our engagements, gratitude, and the like. Erskine's Pr. of L. of Scot. B. 1, t. 1, s. 1. See Ayl. Pand. tit. 2, p. 5; Cicer. de Leg. lib.

2. The primitive laws of nature may be reduced to six, namely: 1. Comparative sagacity, or reason. 2. Self-love. 3. The attraction of the sexes to each other. 4. The tenderness of parents towards their children. 5. The religious sentiment. 6. Sociability.

3.-1. When man is properly organized, he is able to discover moral good from moral evil; and the study of man proves that man is not only an intelligent, but a free being, and he is therefore responsible for his actions. The judgment we form of our good actions, produces happiness; on the contrary the judgment we form of our bad actions produces unhappiness.

4.-2. Every animated being is impelled by nature to his own preservation, to defend his life and body from injuries, to shun what may be hurtful, and to provide all things requisite to his existence. Hence the duty to watch over his own preservation. Suicide and dueling are therefore contrary to this law; and a man cannot mutilate himself, nor renounce his liberty.

5.-3. The attraction of the sexes has been provided for the preservation of the human race, and this law condemns celibacy. The end of marriage proves that polygamy, (q.v.) and polyandry, (q.v.) are contrary to the law of nature. Hence it follows that the husband and wife have a mutual and exclusive right over each

other.

6.-4. Man from his birth is wholly unable to provide for the least of his necessities; but the love of his parents supplies for this weakness. This is one of the most powerful laws of nature. The principal duties it imposes on the parents, are to bestow on the child all the care its weakness requires, to provide for its necessary food and clothing, to instruct it, to provide for its wants, and to use coercive means for its good, when requisite.

7.-5. The religious sentiment which leads us naturally towards the Supreme Being, is one of the attributes which belong to humanity alone; and its importance gives it the rank of the moral law of nature. From this sentiment arise all the sects and different forms of worship among men.

8.-6. The need which man feels to live in society, is one of the primitive laws of nature, whence flow our duties and rights; and the existence of society depends upon the condition that the rights of all shall be respected. On this law are based the assistance, succors and good offices which men owe to each other, they being unable to provide each everything for himself. (Bouvier's 1856 6th Ed.)

Law, Unwritten :
or lex non scripta: All the laws which do not come under the definition of written law; it is composed, principally, of the law of nature, the law of nations, the common law, and customs. (Bouvier's 1856 6th Ed.)

Law Penal :
One which inflicts a penalty for a violation of its enactment. (Bouvier's 1856 6th Ed.)

Ledger :
A book of accounts in which a trader enters the names of all persons with whom he has dealings; there being two parallel columns in each account, one for the entries to the debit of the person charged, the other for his credits. Into this book are posted the items from the day-book or journal.

A "ledger" is the principal book of accounts of a business establishment in which all the transactions of each day are entered under appropriate heads so as to show at a glance the debits and credits of each account. (Black's 4th)

Levy :
v. To assess; raise; execute; exact; collect; gather; take up; seize. Thus, to levy (assess, exact, raise, or collect) a tax; to levy (raise or set up) a nuisance; to levy (acknowledge) a fine; to levy (inaugurate) war; to levy an execution, i.e., to levy or collect a sum of money on an execution.

n. A seizure. An actual making the money out of the property; the obtaining of money by seizure and sale of property. The mental act of determination to sell. The raising of the money for which an execution has been issued.

As used in the Uniform Conditional Sales Act, "levy of execution" means the setting aside of specific property from the general property of the debtor and

placing it in the custody of the law until it can be sold and applied to the payment of the execution.

Equitable Levy - The lien in equity created by the filing of the creditor's bill to subject real property of the debtor, and of a lis pendens, is sometimes so called. The right to an equitable lien is sometimes called an "equitable levy". (Black's 4th)

Levy Court: A court formerly existing in the District of Columbia. It was a body charged with the administration of the ministerial and financial duties of Washington county. It was charged with the duty of laying out and repairing roads, building bridges, providing poorhouses, laying and collecting the taxes necessary to enable it to discharge these and other duties, and to pay the other expenses of the county. It has capacity to make contracts in reference to any of these matters, and to raise money to meet such contracts. It has perpetual succession, and its functions where those which, in the several states, are performed by "county commissioners." Overseers of the poor," "county supervisors," and similar bodies with other designations.

Liability :

The word is a broad legal term. It has been referred to as of the most comprehensive significance, including almost every character of hazard or responsibility, absolute, contingent, or likely.

It has been defined to mean: all character of municipal debts and obligations; amenability or responsibility; an obligation, one is bound in law or justice to perform. An obligation which may or may not ripen into a debt. Any kind of debt or liability, either absolute or contingent, express or implied; any liability whatsoever; condition of being actually or potentially subject to an obligation; condition of being exposed to the up-springing of an obligation to discharge or make good an undertaking of another, or a loss or deficit, or the being exposed or subject to a given contingency, risk, or casualty which is more or less probable; condition of being responsible for a possible or actual loss, penalty, evil, expense, or burden; condition which creates a duty to perform an act immediately or in the future; duty or pay money or perform some other service; duty which must at least eventually be performed; every kind of legal obligation, responsibility, or duty; fixed liability; legal responsibility; penalty for failure to pay tax when due; present, current, future, fixed, or contingent debts; punishment; responsibility for torts; tax; that which one is under obligation to pay, or for which one is liable; the state of being bound or obliged in law or justice to do, pay, or make good something; the state of one who is bound in law and justice to do something which may be enforced by action; un-liquidated claim; unpaid debt.

The term is therefore broader than the word "debt," or "indebtedness," and includes in addition existing obligations, which may or may not in the future eventuate in an indebtedness. (Black's 4th)

License :

Certificate or the document itself that gives permission. Permission or authority. (Black's 4th)

In the law of contracts. A permission, granted by a competent authority, conferring the right to do some act which without such authorization would be illegal, or would be a trespass or tort. (Black's 1st)
A permit, granted by an appropriate governmental body, generally for a consideration, to a person, firm, or corporation to pursue some occupation or to carry on some business subject to regulation under the police power. A license is not a contract between the state and the licensee, but is a mere personal permit. (Black's 6th)

License :
contracts. A right given by some competent authority to do an act, which without such authority would be illegal. The instrument or writing which secures this right, is also called a license. Vide Ayl. Parerg, 353; 15 Vin. Ab. 92; Ang. Wat. Co. 61, 85.

2. A license is express or implied. An express license is one which in direct terms authorizes the performance of a certain act; as a license to keep a tavern given by public authority.

3. An implied license is one which though not expressly given, may be presumed from the acts of the party having a right to give it. The following are examples of such licenses: 1. When a man knocks at another's door, and it is opened, the act of opening the door licenses the former to enter the house for any lawful purpose. See Hob. 62. A servant is, in consequence of his employment, licensed to admit to the house, those who come on his master's business, but only such persons. Selw. N. P. 999; Cro. Eliz. 246. It may, however, be inferred from circumstances that the servant has authority to invite whom he pleases to the house, for lawful purposes. See 2 Greenl. Ev. Sec. 427; Entry.

4. A license is either a bare authority, without interest, or it is coupled with an interest. 1. A bare license must be executed by the party to whom it is given in person, and cannot be made over or assigned by him to another; and, being without consideration, may be revoked at pleasure, as long as it remains executory; 39 Hen. VI. M. 12, page 7; but when carried into effect, either partially or altogether, it can only be rescinded, if in its nature it will admit of revocation, by placing the other side in the same situation in which he stood before he entered on its execution. 8 East, R. 308; Palm. 71; S. C. Poph. 151; S. C. 2 Roll. Rep. 143, 152.

5.-2. When the license is coupled with an interest the authority conferred is not properly a mere permission, but amounts to a grant, which cannot be revoked, and it may then be assigned to a third person. 5 Hen. V., M. 1, page 1; 2 Mod. 317; 7 Bing. 693; 8 East, 309; 5 B. & C. 221; 7 D. & R. 783; Crabb on R. P. Sec. 521 to 525; 14 S. & R 267; 4 S. & R. 241; 2 Eq. Cas. Ab. 522. When the license is coupled with an interest, the formalities essential to confer such interest should be observed. Say. R. 3; 6 East, R. 602; 8 East, R. 310, note. See 14 S. & R. 267; 4 S. & R. 241; 2 Eq. Cas. Ab. 522; 11 Ad. & El. 34, 39; S. C. 39 Eng, C. L. R. 19. (Bouvier's 1856 6th Ed.)

Lien :

A qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or the performance of some act. (Black's 1st)

A charge or security or encumbrance upon property.

A claim or charge on property for payment of some debt, obligation, or duty; hold or claim which one person has upon the property of another for some debt or charge; obligation, tie, duty or claim annexed to or attaching upon property by the common law, equity, contract or statute, without satisfying which such property, cannot be lawfully demanded by another; pledging of the assets available to pay the corporate liabilities. Preferred or privileged claims given by statute or by admiralty law; qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or for performance of some act; right to detain property; right or claim against some interest in property created by law as an incident of contract; right to enforce charge upon property of another for payment or satisfaction of debt or claim. Right to retain property for payment of debt or demand. Security for a debt, duty, or other obligation; tie that binds property to a debt or claim for its satisfaction.

A "claim" is generally a liability in personam but capable of embracing both a personal liability and a lien on property, while a lien is a liability in rem.

A lien is a charge imposed upon specific property, whereas an assignment, unless in some way qualified, is properly the transfer of one's whole interest in an estate, or chattel, or other thing. (Black's 4th)

Liquidate :

To pay and settle.

Also to liquidate means to adjust; to ascertain the amount, or the several amounts, of the liabilities of insolvent and apportion the assets towards discharge of the indebtedness; to ascertain the balance due and to whom payable; to assemble and mobilize the assets, settle with the creditors and the debtors and apportion the remaining assets, if any, among the stockholders or owners; to clear up; to determine by agreement or litigation precise amount of indebtedness; to discharge; to extinguish an indebtedness; to gather in the assets, convert them into cash and distribute them according to the legal rights of the parties interested; to make amount of indebtedness clear and certain; to reduce to precision in amount and to satisfy; to sell; to "wind up" affairs of a business. (Black's 4th)

Maker :

"Maker" means a person who signs or is identified in a note as a person undertaking to pay. UCC 3-103(5)

The person who creates or executes a note, that is, issues it, and in signing the instrument makes the promise of payment contained therein. One who signs a check; in this context, synonymous with drawer. (Black's 6th)

Margin :
The edge or border; the edge of a body of water where it meets the land. As applied to a boundary line of land, the "margin" of a river, creek, or other watercourse means the center of the stream. But in the case of lake, bay, or natural pond, the "margin" means the line where land and water meet.
A sum of money, or its equivalent, placed in the hands of a stockbroker by the principal or person on whose account a purchase or sale is to be made, as a security to the former against losses to which he may be exposed by subsequent fluctuations in the market value of the stock. (Black's 4th)

May :
To be permitted; to be at liberty; to have the power. 2. Whenever a statute directs the doing of a thing for the sake of justice or the public good, the word may is the same as shall. For example, the 23 H. VI. says, the sheriff may take bail, that is construed he shall, for he is compellable to do so. Carth. 293 Salk. 609; Skin. 370. 3. The words shall and may in general acts of the legislature or in private Constitutions, are to be construed imperatively; 3. Atk. 166; but the construction of those words in a deed depends on circumstances. 3 Atk. 282. See 1 Vern. 152, case. 142 9 Porter, R. 390. (Bouvier's 1856 6th Ed.)
An auxiliary verb qualifying the meaning of another verb by expressing ability, competency, liberty, permission, possibility, probability, or contingency. Regardless of the instrument, however, whether Constitution, statute, deed, contract or whatnot, , courts not infrequently construe "may" as "shall" or "must" to the end that justice may not be the slave of grammar. (Black's 4th)

Measure :
That by which extent or dimension is ascertained, either length, breadth, thickness, capacity, or amount. Webster. The rule by which anything is adjusted or proportioned. (Black's 4th)

Measure of Value :
In the ordinary sense of the word, "measure" would mean something by comparison with which we may ascertain what is the value of anything. When we consider, further, that value itself is relative, and that two things are necessary to constitute it, independently of the third thing, which is to measure it, we may define a "measure of value" to be something by comparing with which any two other things we may infer their value in relation to one another. (Black's 4th)

Medium of Exchange :
A substance used to transfer energy from one source to another. (Amer. Heritage Dictionary)

Memorandum: To be remembered; be it remembered. A formal word with which the body of a record in the Court of King's Bench anciently commenced.

An informal record, note or instrument embodying something that the parties desire

to fix in memory by the aid of written evidence, or that is to serve as the basis of a future formal contract or deed. A brief written statement outlining the terms of an agreement or transaction. Informal interoffice communication.

Under portion of statute of frauds providing that a contract not to be performed within a year is invalid unless the contract, or some memorandum of the contract, is in writing and subscribed by the party to be charged or his agent, the word "memorandum" implies something less than a compete contract, and the "memorandum" functions only as evidence of the contract and need not contain every term, so that a letter maybe sufficient "memorandum" to take a case out of the statue of frauds.

This word is used in the statue of frauds as the designation of the written agreement, or not or evidence thereof, while it must exist in order to the bind the parties in the cases provided, The memorandum must be such as to disclose the parties, the nature and substance of the contract, the consideration and promise, and be signed by the party to be bound or his authorized agent. See UCC & sect; 2-201. See also contract.

Mens Rea :
A guilty mind; a guilty or wrongful purpose; a criminal intent. Guilty knowledge and willfulness. (Black's 4th)

Mercantile Law :
An expression substantially equivalent to the law-merchant or commercial law. It designated the system of rules, customs, and usages generally recognized and adopted by merchants and traders, and which, either in its simplicity or as modified by common law or statutes, constitutes the law for the regulation of their transactions and the solution of their controversies. (Black's 4th)

Merchant :
One who is engaged in the purchase and sale of goods; a trafficker; a trader. (Black's 4th)

Ministerial Duty :
One regarding which nothing is left to discretion -- a simple and definite duty, imposed by law, and arising under conditions admitted or proved to exist. It arises when an individual has such a legal interest in its performance that neglect of performance becomes a wrong to such individual. (Black's 4th)

Minute-Book :
A book kept by the clerk or prothonotary of a court for entering memoranda of its proceedings. (Black's 4th)

Minutes :

Business Law. Memoranda or notes of a transaction or proceeding. Thus, the record of the proceedings at a meeting of directors or shareholders of a company is called the "minutes".

Practice. A memoranda of what takes place in court, made by authority of the court. (Black's 4th)

Monetary :

The usual meaning is "pertaining to coinage or currency or having to do with money", but it has been held to include personal property. (Black's 4th)

Money :

"Money" means a medium of exchange authorized or adopted by government. UCC 1-201(24)

In usual and ordinary acceptation it means gold, silver, or paper money used as circulating medium of exchange, and does not embrace notes, bonds, evidences of debt, or other personal or real estate. Currency; the circulating medium; cash.

The term "moneys" is not of more extensive signification than "money," and means only cash, and not things in action.

In its strict technical sense, "money" means coined metal, usually gold or silver, upon which the government stamp has been impressed to indicate its value. In its more popular sense, "money" means any currency, tokens, bank-notes, or other circulating medium in general use as the representative of value.

The simple meaning of "money" is current coin, but it may mean possessions expressible in money values. "Money" has no technical meaning, but is of ambiguous import, and may be interpreted having regard to all surrounding circumstances under which it is used. "Money" is often and popularly used as equivalent to "property". "Money" means wealth reckoned in terms of money; capital considered as a cash asset; specifically such wealth or capital dealt in as a commodity to be loaned, invested, or the like; wealth considered as a cash asset.

In its more comprehensive and general sense, it means wealth,-- the representative of commodities of all kinds, of lands, and of everything that can be transferred in commerce. A general, indefinite term for the measure and representative of value.

Public Money. Revenue. Money received by officers of the state in the ordinary process of taxation. Under a municipal charter, money or funds belonging to a city; moneys which are owing or payable to the city in its corporate capacity, such as assessments, license fees, or moneys derived from the sales of property, wharfage charges, and such like. Under a statute, all money which by way the sheriff in his capacity as such and as treasurer of the county and district is authorized to collect, receive, and disburse for public purposes. As used in the United States statutes, the money of the federal government received from the public revenues, or entrusted to its fiscal officers, wherever it may be.

As to money "Broker," "Count," "Judgment," and "Scrivener". See those titles. (Black's 4th) (See Walker Todd Affidavit!)

Moral Law :
The law of conscience; the aggregate of those rules and principles of ethics which relate to right and wrong conduct and prescribe the standards to which the actions of men should conform in their dealings with each other. (Black's 4th)

Mortgage :
An estate created by a conveyance absolute in its form, but intended to secure the performance of some act, such as the payment of money, and the like, by the grantor or some other person, and to become void if the act is performed agreeably to the terms prescribed at the time of making such conveyance.
A conditional conveyance of land.
A transfer of property passing conditionally as security for debt.
A debt by specialty, secured by a pledge of lands, of which the legal ownership is vested in the creditor, but of which, in equity, the debtor and those claiming under him remain the actual owners, until debarred by judicial sentence or their own laches.
The foregoing definitions are applicable to the common-law conception of a mortgage. But in many states in modern times, it is regarded as a mere lien, and not as creating a title or estate. It is a pledge or security of particular property for the payment of a debt or the performance of some other obligation, whatever form the transaction may take, but is not now regarded as a conveyance in effect, though it may be cast in the form of a conveyance. (Black's 4th)

Municipal Bonds :
Evidences of indebtedness issued by cities or other corporate public body, negotiable in form, payable at designated future time, and intended for sale in market with object of raising money for municipal expense, which is beyond immediate resources of reasonable taxation, as distinguished from temporary evidences of debt, such as vouchers, certificates of indebtedness, orders, or drafts drawn by one officer on another and similar devices for liquidating current obligations in anticipation of collection of taxes. (Black's 4th)

Municipal Warrants :
A municipal warrant or order is an instrument, generally in the form of a bill of exchange, drawn by an officer of a municipality upon its treasurer, directing him to pay an amount of money specified therein to the person named or his order, or to bearer. (Black's 4th)

National Debt :
The money owing by government to some of the public, the interest of which is paid out of the taxes raised by the whole of the public. (Black's 4th)

Natural Law :
This expression "natural law," or *jus naturale*, was largely used in the philosophical speculations of the Roman jurists of the Antonine age, and was intended to denote

a system of rules and principles for the guidance of human conduct which, independently of enacted law or of the systems peculiar to any one people, might be discovered by the rational intelligence of man, and would be found to grow out of and conform to his *nature*, meaning by that word his whole mental, moral, and physical Constitution. The point of departure for this conception was the Stoic doctrine of a life ordered "according to nature," which in its turn rested upon the purely supposititious existence, in primitive times, of a "state of nature;" that is, a condition of society in which men universally were governed solely by a rational and consistent obedience to the needs, impulses, and promptings of their true nature, such nature being as yet undefaced by dishonesty, falsehood, or indulgence of the baser passions. (Black's 4th)

Negotiable :

Capable of being transferred by endorsement or delivery so as to pass to holder the right to sue in his own name and take free of equities against assignor payee.

An instrument embodying an obligation for the payment of money is called "negotiable" when the legal title to the instrument itself and to the whole amount of money expressed upon its face, with the right to sue therefore in his own name, may be transferred from one person to another without a formal assignment, but by mere endorsement and delivery by the holder or by delivery only. (Black's 4th)
That which is capable of being transferred by assignment; a thing, the title to which may be transferred by a sale and endorsement or delivery.

2. A chose in action was not assignable at common law, and therefore contracts or agreements could not be negotiated. But exceptions have been allowed to this rule in relation to simple contracts, and others have been introduced by legislative acts. So that, now, bills of exchange, promissory notes, bills of lading, bank notes, payable to order, or to bearer, and, in some states, bonds and other specialties, may be transferred by assignment, endorsement, or by delivery, when the instrument is payable to bearer.

3. When a claim is assigned which is not negotiable at law, such, for example, as a book debt, the title to it remains at law in the assigner, but the assignee is entitled to it in equity, and he may therefore recover it in the assignor's name. See, generally, Hare & Wall. Sel. Dec. 158 to 194 Negotiable paper. (Bouvier's 1856 6th Ed.)

Negotiable Instruments :

Any written securities which may be transferred by endorsement and delivery or by delivery merely, so as to vest in the endorsee the legal title, and thus enable him to sue thereon in his own name. Or, more technically, those instruments which not only carry the legal title with them by endorsement or delivery, but carry as well, when transferred before maturity, the right of the transferee to demand the full amounts which their faces call for.

A negotiable instrument is a written promise or request for the payment of a certain sum of money to order or bearer.

A general name for bills, notes, checks, trade acceptances, letters of credit, and other negotiable written securities.

Under the Uniform Negotiable Instruments Act, an instrument, to be negotiable, must be in writing and signed; must contain an unconditional promise or order to pay a certain sum of money on demand, or at a fixed and determinable future time; it must be payable to order or to bearer, and where it is addressed to the drawee, he must be named or otherwise indicated with reasonable certainty; its negotiability is not affected by the fact that it is not dated, or that it bears a seal, or that it does not specify the value given or that any value was given. (Black's 4th)

Negotiation :

The deliberation, discussion, or conference upon the terms of a proposed agreement; the act of settling or arranging the terms and conditions of a bargain, sale, or other business transaction.

The act by which a bill of exchange or promissory note is put into circulation by being passed by one of the original parties to another person. (Black's 4th)

Note :

n. A unilateral instrument containing an express and absolute promise of signer to pay to a specified person or order, or bearer, a definite sum of money at a specified time. An abstract, a memorandum; an informal statement in writing. (Black's 4th)

A writing acknowledging a debt and promising payment. For the instrument to be negotiable it must be signed by the maker and contain an unconditional promise to pay a sum certain in money on demand or at a definite time to order or to bearer. A note is not payment but only a promise to pay. The term note is synonymous with promissory note. The term may be qualified by its unique characteristics. For example, a note that is backed by a pledge of collateral such as real or personal property is called a secured note. (Barron's 3rd)

NUNC PRO TUNC :

Now for then. A phrase applied to acts allowed to be done after the time when they should be done, with a retroactive effect, i.e., with the same effect as if regularly done. Nunc pro tunc entry is an entry made now of something actually previously done to have effect

Obligation :

A generic word, derived from the Latin substantive "obligatio," having many, wide, and varied meanings, according to the context in which it is used. That which a person is bound to do or forbear; any duty imposed by law, promise, contract, relations of society, courtesy, kindness, etc. Duty. Duty imposed by law. Law or duty binding parties to perform their agreement. An undertaking to perform. That which constitutes a legal or moral duty and which renders a person liable to coercion and punishment for neglecting it; a word of broad meaning, and the particular meaning intended is to be gained by consideration of its context. An obligation or debt may exist by reason of a judgment as well as an express contract, in either case there being a legal duty on the part of the one bound to comply with the promise. Liabilities created by contract or law; or tort. As legal term word originally meant a sealed bond, but it now extends to any certain written

promise to pay money or do a specific thing. A formal and binding agreement or acknowledgement of a liability to pay a certain sum or do a certain thing. (Black's 4th)

Offense :

A crime or misdemeanor; a breach of the criminal laws.

It is used as a genus, comprehending every crime and misdemeanor, or as a species, signifying a crime not indictable, but punishable summarily or by the forfeiture of a penalty.

The word "offense," while sometimes used in various senses, generally implies a crime or a misdemeanor infringing public as distinguished from mere private rights, and punishable under the criminal laws, though it may also include the violation of a criminal statute for which the remedy is merely a civil suit to recover the penalty.

Under a statute, declaring that one guilty of an offense or fault causing another damage is obliged to repair it, "offense" or "fault" has the same meaning as "tort"; and a criminal contempt has been held to be an "offense." (Black's 4th)

Offer :

v. To bring to or before; to present for acceptance or rejection; to hold out or proffer; to make a proposal to; to exhibit something that may be taken or received or not.

To attempt or endeavor; to make an effort to effect some object, as, to offer to bribe; in this sense used principally in criminal law.

In trial practice, to "offer" evidence is to state its nature and purport, or to recite what is expected to be proved by a given witness or document, and demand its admission. Unless under exceptional circumstances, the term is not to be taken as equivalent to "introduce".

The word "offer," as used in a statute providing that the buyer, to rescind a sale, must offer within a reasonable time to return the goods, is synonymous with the word "tender."

n. A proposal; a proposal to do a thing.

An attempt; endeavor. Webster

An offer of evidence. See the verb "offer".

An act on the part of one person whereby he gives to another the legal power of creating the obligation called contract.

An offer, as an element of a contract, is a proposal to make a contract. It must be made by the person who is to make the promise, and it must be made to the person to whom the promise is made. It may be made either by words or by signs, either orally or in writing, and either personally or by a messenger; but in whatever way it is made, it is not in law an offer until it comes to the knowledge of the person to whom it is made.

An "offer" must be so definite in its terms, or require such definite terms in acceptance, that the promises and performances to be rendered by each party are reasonably certain.

An "offer to sell" merely contemplates the proffer, proposal, presentation, or exhibition of something to another for acceptance or rejection. (Black's 4th)

Order :

contracts. An endorsement or short writing put upon the back of a negotiable bill or note, for the purpose of passing the title to it, and making it payable to another person.

2. When a bill or note is payable to order, which is generally expressed by this formula, "to A B, or order, "or" to the order of A B," in this case the payee, A B may either receive the money secured by such instrument, or by his order, which is generally done by a simple endorsement, (q.v.) pass the right to receive it to another. But a bill or note wanting these words, although not negotiable, does not lose the general qualities of such instruments. 6 T. R. 123; 6 Taunt. 328; Russ. & Ry. C. C. 300; 3 Caines, 137; 9 John. 217. Vide Bill of Exchange; Endorsement.

3. An informal bill of exchange or a paper which requires one person to pay or deliver to another goods on account of the maker to a third party, is called an order. (Bouvier's 1856 6th Ed.)

"Order" means a written instruction to pay money signed by the person giving the instruction. The instruction may be addressed to any person, including the person giving the instruction, or to one or more persons jointly or in the alternative, but not in succession. An authorization to pay is not an order unless the person authorized to pay is also instructed to pay. UCC 3-103 (6)

Order :

A mandate, precept; a command or direction authoritatively given; a rule or regulation.

The distinction between "order" and "requisition" is that the first is a mandatory act, the latter a request.

An informal bill of exchange or letter of request whereby the party to whom it is addressed is directed to pay or deliver to a person therein named the whole or part of a fund or other property of the person making the order, and which is in the possession of the drawee. A designation of the person to whom a bill of exchange or negotiable promissory note is to be paid.

It is used to designate a rank, class, or division of men; as the order of nobles. order of knights, order of priests, etc.

Orders are also issued by subordinate legislative authorities. Such are the English orders in council, or orders issued by the privy council in the name of the king, either in exercise of the royal prerogative or in pursuance of an act of parliament. The rules of court under the judicature act are grouped together in the form of orders, each order dealing with a particular subject-matter.

In French law. The name order (ordre) is given to the operation which has for its object to fix the rank of the preferences claimed by the creditors in the distribution of the price [arising from the sale] of an immovable affected by their liens.

Practice.

Every direction of a court or judge made or entered in writing, and not included in a judgment. An application for an order is a motion. (Black's 4th)

Ownership :
title to property. The right by which a thing belongs to someone in particular, to the exclusion of all other persons. Louis. Code, art. 480. (Bouvier's 1856 6th Ed.)

Party :
"Party" means a party to an instrument. UCC 3-103(8)

Passport :
In International Law.
A document issued to a neutral merchant vessel, by her own government, during the progress of a war, and to be carried on the voyage, containing a sufficient description of the vessel, master, voyage, and cargo to evidence her nationality and protect her against the cruisers of the belligerent powers. This paper is otherwise called a "pass," "sea-pass," "sea-letter," or "sea-brief". A license or safe conduct, issued during the progress of a war authorizing a person to remove himself or his effects from the territory of one of the belligerent nations to another country, or to travel from country to country without arrest or detention on account of the war. (Black's 1st)
Maritime Law. A paper containing a permission from the neutral state to the captain or master of a ship or vessel to proceed on the voyage proposed; it usually contains his name and residence; the name, property, description, tonnage and destination of the ship; the nature and quantity of the cargo; the place from whence it comes, and its destination; with such other matters as the practice of the place requires.

2. This document is indispensably necessary in time of war for the safety of every neutral vessel. Marsh. Ins. B. 1, c. 9, s. 6, p. 406, b.

3. In most countries of continental Europe passports are given to travelers; these are intended to protect them on their journey from all molestation, while they are obedient to the laws. Passports are also granted by the secretary of state to persons traveling abroad, certifying that they are citizens of the United States. 9 Pet. 692. Vide 1 Kent, Com. 162, 182; Merl. Repert. h.t. (Bouvier's 1856 6th Ed.)

Pawn :
v. To deliver personal property to another in pledge, or as security for a debt or sum borrowed. (Black's 4th)
n. A bailment of goods to a creditor as security for some debt or engagement; a pledge.
A pledge. (Bouvier's 1856 6th Ed.)

Pay :
v. To discharge a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his acceptance.The term, however, is sometimes limited to discharging an indebtedness by the use of money. (Black's 4th)

Payee :
In mercantile law. The person in whose favor a bill of exchange, promissory note, or check is made or drawn; the person to whom or to whose order a bill, note, or check is made payable. (Black's 4th)

Pecuniary :
Monetary; relating to money; financial; consisting of money or that which can be valued in money. (Black's 4th)

Penal :
Punishable; inflicting a punishment; containing a penalty, or relating to a penalty. (Black's 4th)

Penal Sum :
A sum agreed upon in a bond, to be forfeited if the condition of the bond is not fulfilled. (Black's 4th)

Penalty :
The sum of money which the obligor of a bond undertakes to pay in the event of his omitting to perform or carry out the terms imposed upon him by the conditions of the bond. An agreement to pay a greater sum, to secure the payment of a less sum. It is conditional, and can be avoided by the payment of the less sum before the contingency agreed upon shall happen. By what name it is called is immaterial. A punishment; a punishment imposed by statute as a consequence of the commission of an offense. Also money recoverable by virtue of a statute imposing a payment by way of punishment.

To constitute a "punishment" or "penalty" there must be a deprivation of property or some right, such as the enjoyment of liberty. (Black's 4th)

Peon :
In Mexico. A debtor held by his creditor in a qualified servitude to work out the debt; a serf.
In India. A footman; a soldier; an inferior officer; a servant employed in the business of the revenue, police, or judicature. (Black's 4th)

Peonage :
The state or condition of a peon as above defined; a condition of enforced servitude, by which the servitor is restrained of his liberty and compelled to labor in liquidation of some debt or obligation, real or pretended, against his will. (Black's 4th)

Perfect :
Complete; finished; executed; enforceable; without defect; merchantable; marketable. (Black's 4th)

Perfection of Security Interest :

In secured transactions law, the process whereby a security interest is protected, as far as the law permits, against competing claims to the collateral, which usually requires the secured party to give notice of the interest as by filing in the government office (e.g. in office of Secretary of State). Perfection of a security interest deals with those steps legally required to give a secured party interest in subject property against debtor's creditors. (Black's 6th)

A security interest is perfected when it has attached and when all the applicable steps required for perfection have been taken. Such steps are specified in Sections 9-302, 9-304, 9-305, and 9-306. If such steps are taken before the security interest attaches, it is perfected at the time when it attaches. UCC 9-303(1).

Perform :

To perform an obligation or contract is to execute, fulfill, or accomplish it according to its terms. This may consist either in action on the part of the person bound by the contract or in omission to act, according to the nature of the subject-matter; but the term is usually applied to any action in discharge of a contract other than payment. (Black's 4th)

Person :

A man considered according to the rank he holds in society, with all the right to which the place he holds entitles him, and the duties which it imposes. The word in its natural and usual signification includes women as well as men. Term may include artificial beings, as corporations, quasi-corporations, territorial corporations, and foreign corporations under statutes, forbidding the taking of property without due process of law and giving to all persons the equal protection of the laws; concerning claims arising from Indian depredations; relating to taxation and the revenue laws; to attachments; usurious contracts; applying to limitations of actions; and concerning the admissibility as a witness of a party in his own behalf when the opposite party is a living person.. A corporation is also a person under a penal statute. Corporations are "persons" as that word is used in the first clause of the XIV Amendment. But a corporation of another state is not a "person" within the jurisdiction of the state until it has complied with the conditions of admission to do business in the state, and a statutory requirement of such conditions is not in conflict with the XIV Amendment.

It may include partnerships. Also firms.

"Persons" are of two kinds, natural and artificial. A natural person is a human being. Artificial persons include a collection or succession of natural persons forming a corporation; a collection of property to which the law attributes the capacity of having rights and duties. The latter class of artificial persons is recognized only to a limited extent in our law. Examples are the estate of a bankrupt or deceased person.

It has been held that when the word person is used in a legislative act, natural persons will be intended unless something appear in the context to show that it applies to artificial persons; but as a rule corporations will be considered persons

within the statutes unless the intention of the legislature is manifestly to exclude them.

A county is a person in a legal sense; but a sovereign is not.

In the United States bankruptcy act of 1898, it is provided that the word "persons" shall include corporations, except where otherwise specified, and officers, partnerships, and women, and, when used with reference to the commission of acts which are therein forbidden, shall include persons who are participants in the forbidden acts, and the agents, officers, and members of the board of directors or trustees, or their controlling bodies of corporations. (Black's 4th)

Petition :

A written address, embodying an application or prayer from the person or persons preferring it, to the power, body, or person to whom it is presented for the exercise of his or their authority in the redress of some wrong, or the grant of some favor, privilege, or license. (Black's 4th)

Petition in Bankruptcy :

A paper filed in court of bankruptcy, or with the clerk, by a debtor praying for the benefits of the bankruptcy act, or by creditors alleging the commission of an act of bankruptcy by their debtor and praying an adjudication of bankruptcy against him. (Black's 4th)

Plaintiff :

A person who brings an action; the party who complains or sues in a personal action and is so named on the record. (Black's 4th)

Plea :

Common-law practice. A pleading; anyone in the series of pleadings. More particularly, the first pleading on the part of the defendant. In the strictest sense, the answer which the defendant in an action at law makes to the plaintiff's declaration, and in which he sets up matter of *fact* as defense, thus distinguished from a demurrer, which interposes objections on grounds of *law*.

Equity. A special answer showing or relying upon one or more things as a cause why the suit should be either dismissed or delayed or barred.

A short statement, in response to a bill in equity, of facts which, if inserted in the bill, would render it demurrable; while an answer is a complete statement of the defendant's case, and contains answers to any interrogatories the plaintiff may have administered. (Black's 4th)

Pledge :

In the law of bailment. A bailment of goods to a creditor as security for some debt or engagement. A bailment or delivery of goods by a debtor to his creditor, to be kept till the debt be discharged.

The necessary elements to constitute a contract one of "pledge" are: Possession of the pledged property must pass from the pledgor to the pledgee; the legal title to the property must remain in the pledgor; and the pledgee must have a lien on the

property for the payment of a debt or the performance of an obligation due him by the pledgor or some other person -- while, in the "chattel mortgage," legal title passes to the mortgagee subject to a defeasance.
A bailment of personal property as security for a debt or other obligation.
The specific article delivered to the creditor in security is also called a "pledge" or "pawn". (Black's 4th)

Policy :
The general principles by which a government is guided in its management of public affairs, or the legislature in its measures.
This term, as applied to a law, ordinance, or rule of law, denotes its general purpose or tendency considered as directed to the welfare or prosperity of the state or community.
Public Policy. That principle of the law which holds that no subject can lawfully do that which has a tendency to be injurious to the public or against the public good. The principles under which the freedom of contract or private dealings is restricted by law for the good of the community. The term "policy," as applied to a statute, regulation, rule of law, course of action, or the like, refers to its probable effect, tendency, or object, considered with reference to the social or political well-being of the state. Thus, certain classes of acts are said to be "against public policy," when the law refuses to enforce or recognize them, on the ground that they have a mischievous tendency, so as to be injurious to the interests of the state, apart from illegality or immorality.

"Public policy" is the community common sense and common conscience extended and applied throughout the state to matters of public morals, public health, public safety, public welfare, and the like; it is that general and well-settled opinion relating to man's plain, palpable duty to his fellow men having due regard to all the circumstances of each particular relation and situation. Public policy properly cognizable by courts is that derived or derivable by clear implication from its Constitution, statutes, and judicial decisions. "Public policy is a variable quality; it must and does vary with the habits, capacities, and opportunities of the public". (Black's 4th)

Preferred :
Possessing or according a priority, advantage, or privilege. Generally denoting a prior or superior claim or right of payment as against another thing of the same kind or class. (Black's 4th)

Premium :
A reward for an act done.
A bounty or bonus; a consideration given to invite a loan or a bargain; as the consideration paid to the assignor by the assignee of a lease, or to the transferor by the transferee of shares of stock, etc. So stock is said to be "at a premium" when its market price exceeds its nominal or face value.
In granting a lease, part of the rent is sometimes capitalized and paid in a lump sum at the time the lease is granted. This is called a "premium".

The sum paid or agreed to be paid by an assured to the underwriter as the consideration for the insurance. (Black's 4th)

Present :

v. In English ecclesiastical law. To offer a clerk to the bishop of the diocese, to be instituted.

In criminal law. To find or represent judicially; used of the official act of a grand jury when they take notice of a crime or offense from their own knowledge or observation, without any bill of indictment laid before them. To lay before judge, magistrate, or governing body for action or consideration; submit as a petition or remonstrance for a decision or settlement to proper authorities.

In the law of negotiable instruments. Primarily, to present is to tender or offer. Thus to present a bill of exchange for acceptance or payment is to exhibit it to the drawee or acceptor, (or his authorized agent,) with an express or implied demand for acceptance or payment.

Claims are "presented" to the probate court when placed in the custody of the court, or filed or made a matter of record therein; and to present claim against city, within statute providing that claims for damages against the city must be "presented" to the city or town council and filed with the city or town clerk, means to hand to and leave with. (Black's 4th)

Presentment :

Criminal Practice.

The written notice taken by a grand jury of any offense, from their own knowledge or observation, without any bill of indictment laid before them at the suit of the government. Presentments are also made in courts-leet and courts-baron, before the stewards.

The writing which contains the accusation so presented by a grand jury. In an extended sense, the term includes not only presentments properly so called, but also inquisitions of office and indictments found by a grand jury.

An informal statement in writing, by the grand jury, representing to the court that a public offense has been committed which is actionable in the county, and that there is reasonable ground for believing that a particular individual named or described therein has committed it. An accusation of crime, made by a grand jury from their own knowledge or from evidence furnished them by witnesses or by one or more of their members.

The difference between a presentment and an inquisition is this: that the former is found by a grand jury authorized to inquire of offenses generally, whereas the latter is an accusation found by a jury specially returned to inquire concerning the particular offense.

An indictment differs from a presentment in that the former must be indorsed "A true bill," followed by the signature of the grand jury foreman; a presentment is to be signed by all the grand jurors, and hence does not have to be indorsed "A true bill."

The distinction between a special presentment and a bill of indictment, even under the old practice, was very thin; and in Georgia even this distinction has been

abolished in practice for many years. The solicitor is not now required to frame any indictment on a special presentment, but the special presentment of the grand jury is returned into court, and upon it the defendant is arraigned and tried. It has the same force and effect as a bill of indictment. The only formal difference between the two is that a prosecutor prefers a bill of indictment, and a special presentment has no prosecutor, but, in theory originates with the grand jury. Even this difference between a bill of indictment and a special presentment no longer exists, and the finding of the grand jury is prepared by the solicitor-general and called a bill of indictment, or a special presentment, at his will.

Negotiable Instruments

The production of a bill of exchange to the drawee for his acceptance, or to the drawor or acceptor for payment; or of a promissory note to the party liable, for payment of the same. (Black's 4th)

"Presentment" means a demand made by or on behalf of a person entitled to enforce an instrument (1) to pay the instrument made to the drawee or a party obliged to pay the instrument, or in the case of a note, or accepted draft payable at a bank, to the bank, or (2) to accept a draft made to the drawee. UCC 3-501(a) may be made by any commercially reasonable means, including an oral, written, or electronic communication; is effective when the demand for payment or acceptance is received by the person to whom presentment is made. UCC 3-501(1) The production of a negotiable instrument [bill of exchange] to the drawee for his acceptance, or to the drawer or acceptor for payment; or of a promissory note to the party liable, for payment of the same. Presentment is a demand for acceptance or payment made upon the maker, acceptor, drawee or other payor by or on behalf of the holder. UCC 3-504(1).

Presumption :

A presumption is an assumption of fact that the law requires to be made from another fact or group of facts found or otherwise established in the action. A presumption is not evidence. A presumption is either conclusive or rebuttable. Every rebuttable presumption is either (a) a presumption affecting the burden of producing evidence or (b) a presumption affecting the burden of proof. (Black's 6th)

A disputable presumption, called also an "inconclusive" or "rebuttable" presumption, is an inference of law which holds good until it is invalidated by proof or a stronger presumption. (Black's 4th)

Presumption; Third Party Documents; Admissibility :

(1) A bill of lading or any other document authorized or required by the contract to be issued by a third party is admissible as evidence of the facts stated in the document by the third party in any action arising out of the contract which authorized or required the document,(2) In any action arising out of the contract which authorized or required the document referred to in subdivision (1). (a) A document in due form purporting to be the document referred to in subdivision (1) is presumed to be authentic and genuine. This presumption is a presumption affecting the burden of producing evidence. (b) If the document is found to be

authentic and genuine, the facts stated in the document by the third party are presumed to be true. This presumption is a presumption affecting the burden of proof. UCC 1-202

Price :
Something which one ordinarily accepts voluntarily in exchange for something else. The consideration given for the purchase of a thing; usually in money. (Black's 4th)

Prime :
n. In French Law. The price of the risk assumed by an insurer; premium of insurance.
v. To stand first or paramount; to take precedence or priority of; to outrank; as, in the sentence "taxes prime all other liens." (Black's 4th)

Principal :
adj. Chief; leading; most important or considerable; primary; original. Highest in rank, authority, character, importance, or degree.
n. The source of authority or right. A superintendent, as of a school district. The capital sum of a debt or obligation, as distinguished from interest, or other additions to it. The corpus or capital of an estate in contradistinction to the income; "income" being merely the fruit of capital.
Law of Agency.
The employer or constitutor of an agent; the person who gives authority to an agent or attorney to do some act for him. Called also constituent or chief. One, who, being competent *sui juris* to do any act for his own benefit or on his own account, confides it to another person to do for him. (Black's 4th)

Principle :
A fundamental truth or doctrine, as of law; a comprehensive rule or doctrine which furnishes a basis or origin for others; a settled rule of action, procedure, or legal determination. A truth or proposition so clear that it cannot be proved or contradicted unless by a proposition which is still clearer. That which constitutes the essence of a body or its constituent parts. That which pertains to the theoretical part of a science. (Black's 4th)

Priority :
Precedence; going before. A legal preference or precedence. When two persons have similar right in respect of the same subject-matter, but one is entitled to exercise his right to the exclusion of the other, he is said to have priority. (Black's 4th)

Private :
Affecting or belonging to private individuals, as district from the public generally. Not official; not clothed with office. (Black's 4th)

Private Law :
As used in contradistinction to public law, the term means all that part of the law which is administered between citizen and citizen, or which is concerned with the definition, regulation, and enforcement of rights in cases where both the person in whom the right inheres and the person upon whom the obligation is incident are private individuals. (Black's 4th)

Private Bank :
An unincorporated banking institution owned by an individual or partnership and, depending on state statutes, subject to or free from state regulation. (Black's 1st)

Prize :
mar. law, war. The apprehension and detention at sea, of a ship or other vessel, by authority of a belligerent power, either with the design of appropriating it, with the goods and effects it contains, or with that of becoming master of the whole or a part of its cargo. 1 Rob. Adm. R. 228. The vessel or goods thus taken are also called a prize. Goods taken on land from a public enemy, are called booty, (q.v.) and the distinction between a prize and booty consists in this, that the former is taken at sea and the latter on land.

2. In order to vest the title of the prize in the captors, it must be brought with due care into some convenient port for adjudication by a competent court. The condemnation must be pronounced by a prize court of the government of the captor sitting in the country of the captor, or his ally; the prize court of an ally cannot condemn. Strictly speaking, as between the belligerent parties the title passes, and is vested when the capture is complete; and that was formerly held to be complete and perfect when the battle was over, and the spes recuperandi was gone. 1 Kent, Com. 100; Abbott on Ship. Index, h.t.; 13 Vin. Ab. 51; 8 Com. Dig. 885; 2 Bro. Civ. Law, 444; Harr. Dig. Ship. and Shipping, X; Merl. Repert. h.t.; Bouv. Inst. Index.
h.t. Vide Infra praesidia. (Bouvier's 1856 6th Ed.)

Prize Court :
Eng. law The name of court which has jurisdiction of all captures made in war on the high seas.

2. In England this is a separate branch of the court of admiralty, the other branch being called the instance court. (q.v.)

3. The district courts of the United States have jurisdiction both as instance and prize courts, there being no distinction in this respect as in England. 3 Dall. 6; vide 1 Gall. R. 563; Bro. Civ. & Adm. Law, ch. 6 & 7; 1 Kent, Com. 356; Mann. Comm. B. 3, c. 12. (Bouvier's 1856 6th Ed.)

Proceeding :
In a general sense, the form and manner of conducting juridical business before a court or judicial officer; regular and orderly progress in form of law; including all possible steps in an action from its commencement to the execution of judgment. In a more particular sense, any application to a court of justice, however made, for

aid in the enforcement of rights, for relief, for redress of injuries, for damages, or for any remedial object. (Black's 4th)

Promissory Note :
A promise or engagement, in writing, to pay a specified sum at a time therein limited, or on demand, or at sight, to a person therein named, or to his order, or bearer. A written promise made by one or more to pay another, or order, or bearer, at a specified time, a specific amount of money, or other articles of value. An unconditional written promise, signed by the maker, to pay absolutely and at all events a sum certain in money, either to the bearer or to a person therein designated or his order, at a time specified therein, or at a time which must certainly arrive. (Black's 4th)

Pronounce :
To utter formally, officially, and solemnly; to declare or affirm; to declare aloud and in a formal manner. In this sense a court is said to "pronounce" judgment or a sentence. (Black's 4th)

Public :
n. The whole body politic, or the aggregate of the citizens of a state, district, or municipality. The inhabitants of a state, county, or community. In one sense, everybody; and accordingly the body of the people at large; the community at large, without reference to the geographical limits of any corporation like a city, town, or county; the people. In another sense the word does not mean all the people, nor most of the people, nor very many people of a place, but so many of them as contradistinguishes them from a few. Accordingly, it has been defined or employed as meaning the inhabitants of a particular place; the people of the neighborhood. Also, a part of the inhabitants of a community.
adj. Pertaining to a state, nation, or whole community; proceeding from, relating to, or affecting the whole body of people or an entire community. Open to all; notorious. Common to all or many; general; open to common use. Belonging to the people at large; relating to or affecting the whole people of a state, nation, or community; not limited or restricted to any particular class of the community. (Black's 4th)
That vast multitude, which includes the ignorant, the unthinking, and the credulous, who in making a purchase, do not stop to analyze, but are governed by general appearance and General impressions. (Ballantine's Law Dictionary)

Public Debt :
That which is due or owing by the government.

2. The Constitution of the United States provides, art. 6, s. 1 that "all debts contracted or engagements entered into, before the adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the confederation." It has invariably been the policy since the Revolution, to do justice to the creditors of the government. The public debt has sometimes been swelled to

a large amount, and at other times it has been reduced to almost nothing. (Bouvier's 1856 6th Ed.)

Punishment :
In criminal law. Any pain, penalty, or confinement inflicted upon a person by the authority of the law and the judgment and sentence of a court for some crime or offense committed by him, or for his omission of a duty enjoined by law. A deprivation of property or some right. But does not include a civil penalty redounding to the benefit of an individual, such as a forfeiture of interest. (Black's 4th)

Purchase :
Transmission of property from one person to another by voluntary act and agreement, founded on a valuable consideration. In a technical and broader meaning relative to land generally means the acquisition of real estate by any means whatever except by descent. (Black's 4th)

Puts and Calls :
A "put" in the language of the grain or stock market is a privilege or delivering or not delivering the subject-matter of the sale; and a "call" is a privilege of calling or not calling for it. (Black's 4th)

Question :
A subject or point of investigation, examination or debate; theme of inquiry; problem; matter to be inquired into; as a delicate or doubtful question.
A method of criminal examination heretofore in use in some of the countries of continental Europe, consisting of the application of torture to the supposed criminal, by means of the rack or other engines, in order to extort from him, as the condition of his release from the torture, a confession of his own guilt or the names of his accomplices.
Evidence.
An interrogation put to a witness, for the purpose of having him declare the truth of certain facts as far as he knows them.
Practice.
A point on which the parties are not agreed, and which is submitted to the decision of a judge or jury. (Black's 4th)

Quo Warranto :
In old English practice. A writ, in the nature of a writ of right for the king, against him who claimed or usurped any office, franchise, or liberty to inquire *by what authority* he supported his claim, in order to determine the right. It lay also in case of non-user, or long neglect of a franchise, or misuser or abuse of it; being a writ commanding the defendant to show *by what warrant* he exercises such a franchise, having never had any grant of it, or having forfeited it by neglect or abuse.
In England, and quite generally throughout the United States, this writ has given place to an "information in the nature of a *quo warranto*," which, though in form a

criminal proceeding, is in effect a civil remedy similar to the old writ, and is the method now usually employed for trying the title to a corporate or other franchise, or to a public or corporate office. An extraordinary proceeding, prerogative in nature, addressed to preventing a continued exercise of authority unlawfully asserted. (Black's 4th)

Rate :

Proportional or relative value, measure, or degree; the proportion or standard by which quantity or value is adjusted.

In connection with public utilities, a charge to the public for a service open to all and upon the same terms. (Black's 4th)

Recognizance :

An obligation of record, entered into before some court of record, or magistrate duly authorized, with condition to do some particular act; as to appear at the assizes, or criminal court, to keep the peace, to pay a debt, or the like. It resembles a bond, but differs from it in being an acknowledgement of a former debt upon record.

In the practice of several of the states, a species of bail bond or security, given by the prisoner either on being bound over for trial or on his taking an appeal.

In criminal law, a person who has been found guilty of an offense may, in certain cases, be required to enter into a recognizance by which he binds himself to keep the peace for a certain period.

In criminal cases, a "bail bond" is a contract under seal, executed by accused, and from its nature requiring sureties or bail, to whose custody he is committed, while a "recognizance" is an obligation of record, entered into before some court or magistrate authorized to take it, with condition to do some particular act, and a prisoner is often allowed so to obligate himself to answer to the charge. (Black's 4th)

Redemption :

A repurchase; a buying back. The act of a vendor of property in buying it back again from the purchaser at the same or an enhanced price.

The process of annulling and revoking a conditional sale of property, by performance of the conditions on which it was stipulated to be revocable.

The process of canceling and annulling a defensible title to land, such as is created by a mortgage or a tax-sale, by paying the debt or fulfilling the other conditions.

The liberation of an estate from a mortgage.

The liberation of a chattel from pledge or pawn, by paying the debt for which it stood as security.

Repurchase of notes, bills, or other evidences of debt, (particularly bank-notes and paper-money,) by paying their value in coin to their holders. (Black's 4th)

Deliverance from the power of an alien domination and the enjoyment of the resultant freedom. It involves the idea of restoration to one who possesses a more fundamental right or interest. (Zondervan's Pictorial Encyclopedia of the Bible)

Registered Bond :
The bonds of the United States government (and of many municipal and private corporations) are either registered or "coupon bonds." In the case of a registered bond, the name of the owner or lawful holder is entered in a register or record, and it is not negotiable or transferable except by an entry on the register, and checks or warrants are sent to the registered holder for the successive installments of interest as they fall due. A bond with interest coupons attached is transferable by mere delivery, and the coupons are payable, as due, to the person who shall present them for payment. But the bond issues of many private corporations now provide that the individual bonds "may be registered as to principal," leaving the interest coupons payable to bearer, or that they may be registered as to both principal and interest, at the option of the holder. (Black's 4th)

Registry :
A register, or book authorized or recognized by law, kept for the recording or registration of facts or documents. The act of recording or writing in the register or depositing in the place of public records.
In commercial law. The registration of a vessel at the custom-house, for the purpose of entitling her to the full privileges of a British or American built vessel. (Black's 4th)

Release ;
n. The relinquishment, concession, or giving up of a right, claim, or privilege, by the person in whom it exists or to whom it accrues, to the person against whom it might have been demanded or enforced.

In this sense it is a contract and must be supported by lawful and valuable consideration.

A discharge of a debt by act of party, as distinguished from an extinguishment which is a discharge by operation of law, and, in distinguishing release from receipt, "receipt" is evidence that an obligation has been discharged, but "release" is itself, a discharge of it. (Black's 4th)

Remedy :
Remedy is the means by which the violation of a right is prevented, redressed, or compensated. (Black's 1st)
The purpose is to make it clear that both remedy and rights (as defined) include those remedial rights of "self help" which are among the most important bodies of rights under this Act, remedial rights, being those which an aggrieved party can resort on his own motion. UCC 1-201(34)

Reorganization: Act or process of organizing again or anew.

Replevin Bond :
A bond executed to indemnify the officer who executed a writ of replevin and to indemnify the defendant or person from who's custody the property was taken for such damages as he may sustain. (Black's 4th)

Request :
n. An asking or petition; the expression of a desire to some person for something to be granted or done; particularly for the payment of a debt or performance of a contract; also direction or command in law of wills.

The two words "request" and "require," as used in notice to creditors to present claims against an estate, are of the same origin, and virtually synonymous. (Black's 4th)

Res :
property. Things. The terms "Res," "Bona," "Biens," used by jurists who have written in the Latin and French languages, are intended to include movable or personal, as well as immovable or real property. 1 Burge, Confl. of Laws, 19. See Biens; Bona; Things. (Bouvier's 1856 6th Ed.)

Responsible :
Liable, legally accountable or answerable. Able to pay a sum for which he is or may become liable, or to discharge an obligation which he may be under. (Black's 4th)

Retail :
To sell by small quantities, in broken lots or parcels, not in bulk, to sell direct to consumer. (Black's 4th)

Return :
To bring, carry, or send back; to place in the custody of; to restore; to re-deliver; to send back. (Black's 4th)

Revenue :
Return, yield, as of land, profit, that which returns or comes back from an investment, the annual or periodical rents profits, interest or issues of any species or property, real or personal, income.
Also the income from an individual or private corporation.
As applied to the income of a government, a broad and general term, including all public moneys which the state collects and receives, from whatever source and in whatever manner. The income which a state collects and receives into its treasury, and is appropriated for the payment of its expenses.
Revenue Law.
Any law which provides for the assessment and collection of a tax to defray the expenses of the government. Such legislation is commonly referred to under the general term "revenue measures," and those measures include all the laws by which the government provides means for meeting its expenditures. (Black's 4th)

Right of Redemption :
The right to unencumbered property or to free it from a claim or lien; specifically, the right (granted by statute only) to free property from the encumbrance of a foreclosure or other judicial sale, or to recover the title passing thereby, by paying

what is due, with interest, costs, etc. Not to be confounded with the "equity of redemption," which exists independently of statute but must be exercised before sale. (Black's 4th)
Right(s) : "Rights" includes remedies. UCC 1-201(36).

Sale :
A contract between two parties, called, respectively, the "seller" (or vendor) and the "buyer" (or purchaser,) by which the former, in consideration of the payment or promise of payment of a certain price in money, transfers to the latter the title and the possession of property.
A contract whereby property is transferred by one person to another for a consideration of value, implying the passing of the general and absolute title, as distinguished from a special interest falling short of complete ownership. (Black's 4th)

Sanctions :
In the original sense of the word, a penalty or punishment provided as a means of enforcing obedience to a law. In a more general sense, a conditional evil annexed to a law to produce obedience to that law. (Blacks 4th)

Satisfaction :
Act of satisfying; the state of being satisfied. The discharge of an obligation by paying a party what is due to him, (as on a mortgage, lien, or contract,) or what is awarded to him, by the judgment of a court or otherwise. Thus, a judgment is satisfied by the payment of the amount due to the party who has recovered such judgment, or by his levying the amount. The execution or carrying into effect of an accord. (Black's 4th)

Satisfy :
To answer or discharge, as a claim, debt, legal demand or the like. To comply actually and fully with a demand; to extinguish, by payment or performance. (Black's 4th)

Secure :
To give security; to assure of payment, performance, or indemnity; to guaranty or make certain the payment of a debt or discharge of an obligation.
One "secures" his creditors by giving him a lien, mortgage, pledge, or other security, to be used in case the debtor fails to make payment.
Also, not exposed to danger; safe; so strong, stable or firm as to insure safety. (Black's 4th)

Secured Party :
"Secured Party" means a lender, seller or other person in whose favor there is a security interest, including a person to whom accounts or chattel paper have been sold. When the holders of obligations issued under an indenture of trust, equipment

trust agreement or the like are represented by a trustee or other person, the representative is the secured party. UCC 9-105(m)

Securities :
Stock certificates, bonds, or other evidence of a secured indebtedness or of a right created in the holder to participate in the profits or assets distribution of a profit-making enterprise; more generally, written assurances for the return or payment of money; instruments giving to their legal holders right to money or other property. As such, securities have value and are used in regular channels of commerce. The basic purpose of the sale of securities is to raise capital for business and government. (Black's 4th)

Security :
Protection; assurance; indemnification. The term is usually applied to an obligation, pledge, mortgage, deposit, lien, etc., given by a debtor in order to make sure the payment or performance of his debt, by furnishing the creditor with a resource to be used in case of failure in the principal obligation. The name is also sometimes given to one who becomes surety or guarantor for another. (Black's 4th)

Security Agreement :
"Security agreement" means an agreement which creates or provides for a security interest. UCC 9-105. An agreement which creates or provides for a security interest between the debtor and the secured party. UCC 9-105(h)
An agreement granting a creditor a security interest in personal property, which security interest is normally perfected either by the creditor taking possession of the collateral or by filing financing statements in the proper public records. (Black's 6th)

Security Interest :
"Security interest" means an interest in personal property or fixtures which secures payment or performance of an obligation. UCC 1-201(37)(a). A form of interest in property which provides that the property may be sold on default in order to satisfy the obligation for which the security interest is given. UCC 9-102. A security interest is perfected when it has attached and when all the applicable steps required for perfection have been taken. Such steps are specified in Sections 9-302, 9-304, 9-305 and 9-306. If such steps are taken before the security interest attaches, it is perfected at the time when it attaches. UCC 9-303(1).
Lien created by an agreement. (Bankruptcy Code Section 101)
Interest in property obtained pursuant to security agreement. (Black's 6th)

Seisin :
Possession of real property under claim of freehold estate. The completion of the feudal investiture, by which the tenant was admitted into the feud, and performed the rights of homage and fealty. Possession with an intent on the part of him who holds it to claim a freehold interest. Right to immediate possession according to the part of him who holds it to claim a freehold interest. Right to immediate possession

according to the nature of the estate. William v. Swango, 365 ILL. 549, 7 N.E2d 306, 309. *Black's law Dictionary* 6th Edition

Sentence :
The judgment formally pronounced by the court or judge upon the defendant after his conviction in a criminal prosecution, awarding the punishment to be inflicted. Judgment formally declaring to accused legal consequences of guilt which he has confessed or of which he has been convicted. The word is properly confined to this meaning. In *civil* cases, the terms "judgment," "decision," "award," "finding," etc. are used. (Black's 4th)
A judgment, or judicial declaration made by a judge in a cause. The term judgment is more usually applied to civil, and sentence to criminal proceedings.
2. Sentences are final, when they put, an end to the case; or interlocutory, when they settle only some incidental matter which has arisen in the course of its progress. Vide Aso & Man. Inst. B. 3, t. 8, c. 1. (Bouvier's 1856 6th Ed.)

Sight Draft :
A bill of exchange for the immediate payment of money. (Barron's 3rd)
A bill of exchange for the immediate collection of money. (Black's 6th)

Signed :
"Signed" includes any written symbol executed or adopted by a party with present intention to authenticate a writing. UCC 1-201(39)

Single Entry :
A term used among merchants signifying that the entry is made to charge or to credit an individual or thing, without, at the same time, presenting any other part of the operation; it is used in contradistinction to double entry. (q.v.) For example, a single entry is made, A B debtor, or A B creditor, without designating what are the connections between the entry and the objects which composed the fortune of the merchant. (Bouvier's 1856 6th Ed.)

Solvency :
Ability to pay debts as they mature. Ability to pay debts in the usual and ordinary course of business. Present ability of debtor to pay out of his estate all his debts. Excess of assets over liabilities. Also such attitude of a person's property as that it may be reached and subjected by process of law, without his consent, to the payment of such debts. The opposite of *insolvency*. (Black's 4th)

Statement :
In a general sense, an allegation; a declaration of matters of fact. The term has come to be used of a variety of formal narratives of facts, required by law in various jurisdictions as the foundation of judicial or official proceedings and in a limited sense is a formal, exact, detailed presentation. (Black's 4th)

Stock :

Mercantile Law.
The goods and wares of a merchant or tradesman, kept for sale and traffic. In the larger sense. The capital of a merchant or other person, including his merchandise, money, and credits, or, in other words, the entire property employed in business.
"Stock" is distinguished from "bonds" and, ordinarily, from "debentures," in that it gives right of ownership in part of assets of corporation and right to interest in any surplus after payment of debt. (Black's 4th)

Stramineus Homo:
L. Lat. A man of straw, one of no substance, put forward as bail or surety. (Black's 6th ed p. 1421)

Straw-man:
A "front", a third party who is put up in name only to take part in a transaction in name only. Nominal party to a transaction. (Black's 6th)
The term is also used in commercial and property contexts when a transfer is made to a third party, the Straw-man, simply for the purpose of retransferring to the transferor in order to accomplish some other purpose not otherwise permitted. (Barron's 3rd)

Sum :
In English law. A summary or abstract; a compendium; a collection. Several of the old law treatises are called "sums."
The sense in which the term is most commonly used is "money"; a quantity of money or currency; any amount indefinitely, a sum of money, a small sum, or a large sum. (Black's 4th)

Supervisor :
A surveyor or overseer; a highway officer. Also, in some states, the chief officer of a town; one of a board of county officers.
In a broad sense, one having authority over others, to superintend and direct. (Black's 4th)

Surety :
One who undertakes to pay money or to do any other act in event that his principal falls therein. One bound with his principal for the payment of a sum of money or for the performance of some duty or promise and who is entitled to be indemnified by someone who ought to have paid or performed if payment or performance be enforced against him. Everyone who incurs a liability in person or estate, for the benefit of another, without sharing in the consideration. stands in the position of a "surety," whatever may be the form of his obligation.
A surety is an insurer of the debt or obligation; a guarantor is an insurer of the solvency of the principal debtor or of his ability to pay. (Black's 4th)

Surrender :

To give back; yield; render up; restore; and in law the giving up of an estate to the person who has it in reversion or remainder, so as to merge it in the larger estate; the giving up of a lease before its expiration; yielding up a tenancy in a copyhold estate to the lord of the manor for a specified purpose; a deed by which surrender is made; the giving up by a bankrupt of his property to his creditors or their assignees; also, his due appearance in the bankruptcy court for examination as formerly required by the bankruptcy acts.

"Surrender" is contractual act and occurs only through consent of both parties. (Black's 4th)

Suspense :

When a rent, profit, a prendre, and the like, are, in consequence of the unity of possession of the rent, &c., of the land out of which they issue, not in esse for a time, they are said to be in suspense, tunc dormiunt, but they may be revived or awakened. Co, Litt. 313 a. (Bouvier's 1856 6th Ed.)

Tacit Hypothecation:

In the civil law, a species of lien or mortgage which is created by operation of law without any express agreement of the parties. In admiralty law, this term is sometimes applied to a maritime lien, which is not, strictly speaking, an hypothecation in the Roman sense of the term, though it resembles it. (Black's 4th)

Tax :

A rate or sum of money assessed on a citizen's person, property, or activity for the support of a government levied upon real assets or real property (property tax), upon income derived from wages, etc. (income tax), or upon sale or purchase of goods (sales tax). (Barron's 3rd)

Tax Return :

The form on which an individual, corporation or other entity reports income, deductions and exemptions and calculates their tax liability, A tax return is generally for a one year period, however, in some cases, the period may be less than a year. A federal tax return is filed with the Internal Revenue Service, and a state return is filed with the revenue department of the state. (Black's 6th)

Tender :

An offer of money; the act by which one produces and offers to a person holding a claim or demand against him the amount of money which he considers and admits to be due, in satisfaction of such claim or demand, without any stipulation or condition.

The offer of performance, not performance itself, and, when unjustifiably refused, places other party in default and permits party making tender to exercise remedies for breach of contract.

The actual proffer of money, as distinguished from mere proposal or proposition to proffer it. Hence mere written proposal to pay money, without offer of cash, is not "tender."
Tender, though usually used in connection with an offer to pay money, is properly used in connection with offer of property other than money.
Tender, in pleading, is a plea by defendant that he has been always ready to pay the debt demanded, and before the commencement of the action tendered it to the plaintiff, and now brings it into court ready to be paid to him.
Legal tender is that kind of coin, money, or circulating medium which the law compels a creditor to accept in payment of his debt, when tendered by the debtor in the right amount. (Black's 4th)

Test :
To bring one to trial and examination, or to ascertain the truth or the quality or fitness of a thing.
Something by which to ascertain the truth respecting another thing; a criterion, gauge, standard, or norm. (Black's 4th)

Testify :
To bear witness; to give evidence as a witness; to make a solemn declaration, under oath or affirmation, in a judicial inquiry, for the purpose of establishing or proving some fact. (Black's 4th)

Title :
estates. A title is defined by Lord Coke to be the means whereby the owner of lands hath the just possession of his property. Co. Lit. 345; 2 Bl. Com. 195. Vide 1 Ohio Rep. 349. This is the definition of title to lands only.

2. There are several stages or degrees requisite to form a complete title to lands and tenements. 1st. The lowest and most imperfect degree of title is the mere possession, or actual occupation of the estate, without any apparent right to hold or continue such possession; this happens when one man disseises another. 2 Bl. Com. 195. 2dly. The next step to a good and perfect title is the right of possession, which may reside in one man, while the actual possession is not in himself, but in another. This right of possession is of two sorts; an apparent right of possession, which may be defeated by proving a better; and an actual right of possession, which will stand the test against all opponents. Idem. 196. 3dly. The mere right of property, the jus proprietatis without either possession or the right of possession. Id. 197.

3. A title is either good, marketable, doubtful, or bad.

4. A good title is that which entitles a man by right to a property or estate, and to the lawful possession of the same.

5. A marketable title is one which a court of equity considers to be so clear that it will enforce its acceptance by a purchaser. The ordinary acceptation of the term marketable title, would convey but a very imperfection of its legal and technical import.

6. To common apprehension, unfettered by the technical and conventional

distinction of lawyers, all titles being either good or bad, the former would be considered marketable, the latter non-marketable. But this is not the way they are regarded in courts of equity, the distinction taken there being not between a title which is absolutely good or absolutely bad, but between a title, which the court considers to be so clear that it will enforce its acceptance by a purchaser, and one which the court will not go so far as to declare a bad title, but only that it is subject to so much doubt that a purchaser ought not to be compelled to accept it. 1 Jac. & Walk. R. 568. In short, whatever may be the private opinion of the court, also the goodness of the title yet if there be a reasonable doubt either as to a matter of law or fact involved in it, a purchaser will not be compelled to complete his purchase; and such a title, though it may be perfectly secure and unimpeachable as a holding title is said, in the current language of the day, to be unmarketable. Atkins on Tit.2.

7. The doctrine of marketable titles is purely equitable and of modern origin. Id. 26. At law every title not bad is marketable. 6 Taunt. R. 263; 5 Taunt. R. 625; S. C. 1 Marsh., R. 258. See Dalzell v. Crawford, 2 Penn. Law Journ. 17.

8. A doubtful title is one which the court does not consider to be so clear that it will enforce its acceptance by a purchaser, nor so defective as to declare it a bad title, but only subject to so much doubt that a purchaser ought not to be compelled to accept it. 1 Jac. & Walk. R. 568; 9 Cowen, R. 344; vide Title, Marketable.

9. At common law, doubtful, titles are unknown; there every title must be either good or bad. Atkins on Tit. 17. See Dalzell v. Crawford, 2 Penn. Law Journ. 17.

10. A bad title is one which conveys no property to a purchaser of an estate.

11. Title to real estate is acquired by two methods, namely, by descent and by purchase. (See these words.)

12. Title to personal property may accrue in three different ways. By original acquisition. 2. By transfer, by act of law. 3. By transfer, by, act of the parties.

13.-Sec. 1. Title by original acquisition is acquired, 1st. By occupancy. This mode of acquiring title has become almost extinct in civilized governments, and it is permitted to exist only in those few special cases, in which it may be consistent with the public good. First. Goods taken by capture in war were, by the common law, adjudged to belong to the captor, but now goods taken from enemies in time of war, vest primarily in the sovereign, and they belong to the individual captors only to the extent and under such regulations, as positive laws may prescribe. Finch's Law, 28, 178 Bro. tit. Property, pl. 18, 38; 1 Wilson, 211; 2 Kent, Com. 290, 95. Secondly. Another instance of acquisition by occupancy, which still exists under certain limitations, is that of goods casually lost by the owner, and unclaimed, or designedly abandoned by him; and in both these cases they belong to the fortunate finder. 1 Bl. Com. 296. See Derilict.

14.-2d. Title by original acquisition is acquired by accession. See Accession.

15.-3d. It is acquired by intellectual labor. It consists of literary property as the construction of maps and charts, the writing of books and papers. The benefits arising from such labor are secured to the owner. 1. By patent rights for inventions. See Patents. 2. By copyrights. See Copyrights.

16.-Sec. 2. The title to personal property is acquired and lost by transfer, by act of law, in various ways. 1. By forfeiture. 2. By succession. 3. By marriage. 4. By judgment. 5. By insolvency. 6. By intestacy.

17.-Sec. 3. Title is also acquired and lost by transfer by the act of the party. 1. By gift. 2. By contract or sale.

18. In general, possession constitutes the criterion of title of personal property, because no other means exist by which a knowledge of the fact to whom it belongs can be attained. A seller of a chattel is not, therefore, required to show the origin of his title, nor, in general, is a purchaser, without notice of the claim of the owner, compellable to make restitution; but, it seems, that a purchaser from a tenant for life of personal chattels, will not be secure against the claims of those entitled in remainder. Cowp. 432; 1 Bro. C. C. 274; 2 T. R. 376; 3 Atk. 44; 3 V. & B. 16.

19. To the rule that possession is the criterion of title of property may be mentioned the case of ships, the title of which can be ascertained by the register. 15 Ves. 60; 17 Ves. 251; 8 Price, R. 256, 277.

20. To convey a title the seller must himself have a title to the property which is the subject of the transfer. But to this general rule there are exceptions. 1. The lawful coin of the United States will pass the property along with the possession. 2. A negotiable instrument endorsed in blank is transferable by any person holding it, so as by its delivery to give a good title "to any person honestly acquiring it." 3 B. & C. 47; 3 Burr. 1516; 5 T. R. 683; 7 Bing. 284; 7 Taunt. 265, 278; 13 East, 509; Bouv. Inst. Index, h.t. (Bouvier's 1856 6th Ed.)

Token :

commercial law. In England, this name is given to pieces of metal, made in the shape of money, passing among private persons by consent at a certain value. 2 Adolph. P. S. 175; 2 Chit. Com. Law, 182. (Bouvier's 1856 6th Ed.)

Tort :

(from Lat. torquere, to twist, tortus, twisted, wrested aside). A private or civil wrong or injury. A wrong independent of contract. A violation of a duty imposed by general law or otherwise upon all persons occupying the relation to each other which is involved in a given transaction. There must always be a violation of some duty owing to plaintiff, and generally such duty must arise by operation of law and not by mere agreement of the parties.

Three elements of every tort action are : Existence of legal duty from defendant to plaintiff, breach of duty, and damage as proximate result.

A legal wrong committed upon the person or property independent of contract. It may be either (1) a direct invasion of some legal right of the individual; (2) the infraction of some public duty by which special damage accrues to the individual; (3) the violation of some private obligation by which like damage accrues to the individual. In the former case, no special damage is necessary to entitle the party to recover. In the two latter cases, such damage is necessary. A violation of a right in rem which plaintiff has as against all persons with whom he comes in contact or the violation of a right which is created by law and not by any act of parties.

Personal Tort.

One involving or consisting in an injury to the person or to the reputation or feelings, as distinguished from an injury or damage to real or personal property, called a "property tort." (Black's 4th)

Trade Acceptance :
A draft or bill of exchange drawn by the seller on the purchaser of goods sold and accepted by such purchaser. (Black's 4th)

Transaction :
Act of transacting or conducting any business; negotiation; management; proceeding; that which is done; an affair. Something which has taken place, whereby a cause of action has arisen. It must therefore consist of an act or agreement, or several acts or agreements having some connection with each other, in which more than one person is concerned, and by which the legal relations of such persons between themselves are altered.

A broader term than "contract." (Black's 4th)

Transmitting Utility :
"Transmitting utility" means any person primarily engaged in the railroad, street railway or trolley bus business, the electric or electronics communications transmission business, the transmission of goods by pipeline, or the transmission or the production and transmission of electricity, steam, gas or water, or the provision of sewer service. UCC 9-105(n). The proper place to file in order to perfect a security interest in collateral of a transmitting utility is the office of the Secretary of State. UCC 9-401(5) If the debtor is a transmitting utility and a filed financing statement so states, it is effective until a termination statement is filed. UCC 9-403(6).

NOTE: We are all engaged in business (commerce). We all use electricity, water, phone, sewer, etc.; by our usage we are engaged in these transmissions directly. The name in CAPITAL LETTERS is a ***"commercial -*** transmitting utility" as it is the entity whereby all commerce, i.e., presentments, bills, applications, court actions, everything comes to us the natural flesh and blood people acting as the *authorized representative* of our commercial transmitting utility (Straw-man) being the fiction by which all actions come to us and against us. NOTE: Your debtor is a *commercial* transmitting utility in that all commerce and commercial presentments are mailed or pass through to your Debtor!

Traverse :
In the language of pleading, a traverse signifies a denial. Thus, where a defendant denies any material allegation of fact in the plaintiff's declaration, he is said to traverse it, and the plea itself is thence frequently termed a "traverse."

Treasury Note :
A note or bill issued by the treasury department by the authority of the United States government, and circulating as money. (Black's 4th)

Treasury Securities :
Such as have been lawfully issued and thereafter have been bought by corporation for a consideration out of corporate funds or otherwise acquired from owners, and

not retired but placed as an asset of the corporation in its treasury for future use as such. (Black's 4th)

Trial :

A judicial examination, in accordance with law of the land, of a cause, either civil or criminal, of the issues between the parties, whether of law or fact, before a court that has jurisdiction over it. For purpose of determining such issue.

It includes all proceedings from time when issue is joined, or, more usually, when parties are called or try their case in court, to time of its final determination.

And in its strict definition, the word "trial" in criminal procedure means the proceedings in open court after the pleadings are finished and the prosecution is otherwise ready, down to and including the rendition of the verdict. (Black's 4th)

True Bill :

practice. These words are endorsed on a bill of indictment, when a grand jury, after having heard the witnesses for the government, are of opinion that there is sufficient cause to put the defendant on his trial. Formerly, the endorsement was Bella Vera, when legal proceedings were in Latin; it is still the practice to write on the back of the bill Ignoramus, when the jury do not find it to be a true bill. Vide Grand Jury. (Bouvier's 1856 6th Ed.)

Trustee in Bankruptcy :

A person in whom the property of a bankrupt is vested in trust for the creditors. (Black's 4th)

Unalienable :

The state of a thing or right which cannot be sold.

2. Things which are not in commerce, as public roads, are in their nature unalienable. Some things are unalienable, in consequence of particular provisions in the law forbidding their sale or transfer, as pensions granted by the government. The natural rights of life and liberty are unalienable. (Bouvier's 1856 6th Ed.)

Uniform Commercial Code (UCC) :

One of the uniform laws drafted by the National Conference of Commissioners on Uniform State Laws and the American Law Institute governing commercial transactions (including sales and leasing of goods, transfer of funds, commercial paper, bank deposits and collections, letters of credit, bulk transfers, warehouse receipts, bills of lading, investment securities, and secured transactions). The UCC has been adopted in whole or substantially by all states. (Black's 6th)

A code of laws governing various commercial transactions, including the sale of goods, banking transactions, secured transactions in personal property, and other matters, that was designed to bring uniformity in these areas to the laws of the various states, and that has been adopted, with some modifications, in all states, as well as in the District of Columbia and in the Virgin Islands. (Barron's 3rd)

Unless displaced by the particular provisions of this code, the principles of law and equity, including the law merchant and the law relative to capacity to contract,

principal and agent, estoppels, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions. UCC 1-103.

Unilateral Contract :
civil law. When the party to whom an engagement is made, makes no express agreement on his part, the contract is called unilateral, even in cases where the law attaches certain obligations to his acceptance. Civ. Code of Lo. art. 1758. Code Nap. 1103. A loan of money, and a loan for use, are of this kind. Poth. Obl. part 1, c. 1, s. 1, art. 2; Lee. Elemen. Sec. 781. (Bouvier's 1856 6th Ed.)

United States :
This term has several meanings. It may be merely the name of a sovereign occupying the position analogous to that of other sovereigns in family of nations, it may designate territory over which sovereignty of United States extends, or it may be collective name of the states which are united by and under the Constitution. (Black's 4th)

United States of America:
The republic whose organic law is the Constitution adopted by the people of the thirteen states that declared their independence of the government of Great Britain on the fourth day of July, 1776. If the nation comes down from its position of sovereignty and enters the domain of commerce, it submits itself to the same laws of commerce that govern individuals therein. It assumes the position of ordinary citizen and it cannot recede from the fulfillment of its obligations. (Bouvier's 3rd)
The term is believed to have been copyrighted by the federal corporation as well as the term 'United States.'

United States Notes :
Promissory notes, resembling bank-notes, issued by the government of the United States. (Black's 6th)

Unliquidated :
Not ascertained in amount; not determined; remaining un-assessed or unsettled; as un-liquidated damages.

A debt is spoken of as "un-liquidated," if the amount thereof cannot be ascertained at the trial by a mere computation, based on the terms of the obligation or on some other accepted standard.

Under the law of accord and satisfaction, a claim or debt will be regarded as un-liquidated if it is in dispute as to the proper amount.

A claim in bankruptcy is "un-liquidated" until final fixation of amount of liability. (Black's 4th)

Valuable Consideration :
contracts. An equivalent for a thing purchased. Vide Vin. Ab. Consideration, B; 2 Bl. Com. 297; Consideration. (Bouvier's 1856 6th Ed.)

A class of consideration upon which a promise may be founded, which entitles the promisee to enforce his claim against an unwilling promisor. Some right, interest, profit, or benefit accruing to one party, or some forbearance, detriment, loss, or responsibility given, suffered, or undertaken by the other. A gain or loss to either party in whose favor the contract is made parts with a right which he might otherwise exert. It need not be translatable into dollars and cents, but is sufficient if it consists of performance, or promise thereof, which promisor treats and considers of value to him. It is not essential that the person to whom the consideration moves should be benefited, provided the person from whom it moves is, in a legal sense, injured. The injury may consist of a compromise of a disputed claim or forbearance to exercise a legal right, the alteration in position being regarded as a detriment that forms a consideration independent of the actual value of the right forborne.

The following was said to be a valuable consideration : Extension of time for payment of an obligation. Release of property subject to execution. Pre-existing debt. The distinction between a *good* and a *valuable* consideration is that the former consists of blood, or of natural love and affection; as when a man grants an estate to a near relative from motives of generosity, prudence, and natural duty; and the latter consists of such a consideration as money, marriage which is to follow, or the like, which the law esteems an equivalent given for the grant. (Black's 4th)

Valuation :

The act of ascertaining the worth of a thing. The estimated worth of a thing.

"Valuation" of itself does not levy tax upon person or property, but is necessary step preliminary thereto. (Black's 4th)

Value :

The utility of an object in satisfying, directly or indirectly, the needs or desires of human beings, called by economists "value in use;" or its worth consisting in the power of purchasing other objects, called "value in exchange." Also the estimated or appraised worth of any object or property, calculated in money.

Any consideration sufficient to support a simple contract.

The term is often used as an abbreviation for "valuable consideration," especially in the phrases "purchaser for value," "holder for value," etc. (Black's 4th)

A person gives "value" for rights if he or she acquires them. UCC 1-201(44). (a) An instrument is issued or transferred for value if any of the following apply : (3) The instrument is issued or transferred as security for, an antecedent claim against any person. UCC 3-303(a)(3)

Vendee :

A purchaser or buyer; one to whom anything is sold. Generally used of the purchaser of real property, one who acquires chattels by sale being called a "buyer". (Black's 4th)

Vendor :
The person who transfers property by sale, particularly real estate, "seller" being more commonly used for one who sells personally. The latter may, however, with entire propriety, be termed a vendor. A merchant; a retail dealer; sometimes, one who buys to sell
One who negotiates the sale, and becomes the recipient of the consideration, though the title comes to the vendee from another source, and not from the vendor. (Black's 4th)

Vessel :
Though, the term "vessel," in admiralty law, is not limited to ships or vessels engaged in commerce. (Black's 6th)
Public Vessel - One owned and used by a nation or government for its public service, whether in its navy, its revenue service, or otherwise. (Black's 4th)

U.S. CODE – TITLE 18 – PART I – CHAPTER 1 § 9 – Vessel of the United States defined; means a vessel belonging in whole or in part to the United States, or any citizen thereof, or any corporation created by or under the laws of the United States, or of any State, Territory, District, or possession thereof.

Voucher :
A receipt, aquittals, or release, which may serve as evidence of payment or discharge of a debt, or to certify the correctness of accounts. An account-book containing the acquittals or receipts showing the accountant's discharge of his obligations. When used in connection with disbursement of money, a written or printed instrument in the nature of a bill of particulars, account, receipt, or acquittance, that shows on its face the fact, authority, and purpose of disbursement. (Black's 4th)
accounts. An account book in which are entered the acquittals, or warrants for the accountant's discharge. It also signifies any acquittance or receipt, which is evidence of payment, or of the debtor's being discharged. See 3 Halst. 299. (Bouvier's 1856 6th Ed.)

Warehouseman :
A "warehouseman" is a person engaged in the business of storing goods for hire. UCC 7-102(h)

Warehouse Receipt :
A receipt given by a warehouseman for goods received by him on storage in his warehouse. It is evidence of title to goods thereby represented. (Black's 4th)
A warehouse receipt or other document of title is negotiable (a) If by its terms, the goods are to be delivered to bearer or to the order of a named person; or (b) Where recognized in overseas trade, if it runs to a named person or assigns. UCC 7-104(1)

Warrant :

V. In contracts. To engage or promise that a certain fact or state of facts, in relation to the subject-matter, is, or shall be, as it is represented to be. In conveyances. To assure the title to property sold, by an express covenant to that effect in the deed of conveyance. To stipulate by an express covenant that the title of a grantee shall be good, and his possession undisturbed.

n. 1. A writ or precept from a competent authority in pursuance of law, directing the doing of an act, and addressed to an officer or person competent to do the act, and affording him protection from damage, if he does it.

2. Particularly, a writ or precept issued by a magistrate, justice, or other competent authority, addressed to a sheriff, constable, or other officer, requiring him to arrest the body of a person therein named, and bring him before the magistrate or court, to answer, or to be examined, touching some offense which he is charged with having committed.

3. An order by which the drawer authorizes one person to pay a particular sum of money.

4. An authority issued to a collector of taxes, empowering him to collect the taxes extended on the assessment roll, and to make distress and sale of goods or land in default of payment.

5. A command of a council, board, or official whose duty it is to pass upon the validity and determine the amount of a claim against the municipality, to the treasurer to pay money out of any finds in the municipal treasury, which are or may become available for the purpose specified, to a designated person whose claim therefore has been duly adjusted and allowed.

A "warrant" differs from a "bond" in that a bond is a "negotiable instrument", whereas a warrant is non-negotiable and is subject at all times to the defenses it would be were it in the hands of the original payee, which is not the case with a negotiable bond. (Black's 4th)

Warrant :

crim. law, Practice. A writ issued by a justice of the peace or other authorized officer, directed to a constable or other proper person, requiring him to arrest a person therein named, charged with committing some offence, and to bring him before that or some other justice of the peace.

2. It should regularly be made under the hand and seal of the justice and dated. No warrant ought to be issued except upon the oath or affirmation of a witness charging the defendant with, the offence. 3 Binn. Rep. 88.

3. The reprehensible practice of issuing blank warrants which once prevailed in England, was never adopted here. 2 Russ. on Cr. 512; Ld. Raym. 546; 1 Salk. 175; 1 H. Bl. R. 13; Doct. Pl. 529; Wood's Inst. 84; Com. Dig. Forcible Entry, D 18, 19; Id. Imprisonment, H 6,; Id. Pleader, 3 K 26; Id. Pleader, 3 M 23. Vide Search warrant.

4. A bench warrant is a process granted by a court authorizing a proper officer to apprehend and bring before it some on charged with some contempt, crime or misdemeanor. See Bench warrant.

5. A search warrant is a process issued by a competent court or officer authorizing an officer therein named or described, to examine a house or other place for the purpose of finding goods which it is alleged have been stolen. See Search warrant. (Bouvier's 1856 6th Ed.)

Warranty :

A promise that a proposition of fact is true. (Black's 4th)

contracts. This word has several significations, as it is applied to the conveyance and sale of lands, to the sale of goods, and to the contract of insurance.

2.-1. The ancient law relating to warranties of land was full of subtleties and intricacies; it occupied the attention of the most eminent writers on the English law, and it was declared by Lord Coke, that the learning of warranties was one of the most curious and cunning learning's of the law; but it is now of little use even in England. The warranty was a covenant real, whereby the grantor of an estate of freehold, and his heirs, were bound to warrant the title; and either upon voucher, or judgment in, a writ of warrantia chartae, to yield other lands to the value of those from which there had been an eviction by paramount title Co. Litt. 365; Touchst.; 181 Bac. Ab. h.t.; the heir of the warrantor was bound only on condition that he had, as assets, other lands of equal value by descent.

3. Warranties were lineal and collateral.

4. Lineal, when the heir derived title to the land warranted, either from or through the ancestor who made the warranty.

5. Collateral warranty was when the heir's title was not derived from the warranting ancestor, and yet it barred the heir from claiming the land by any collateral title, upon the presumption that he might thereafter have assets by descent from or through the ancestor; and it imposed upon him the obligation of giving the warrantee other lands, in case of eviction, provided he had assets. 2 Bl. Com. 301, 302.

6. The statute of 4 Anne, c. 16, annulled these collateral warrantees, which bid become a great grievance. Warranty in its original form, it is presumed, has never been known in the United States. The more plain and pliable form of a covenant has been adopted in its place and this covenant, like all other covenants, has always been held to sound in damages which after judgment may be recovered out of the personal or real estate, as in other cases. Vide 4 Kent, Com. 457; 3 Rawle's R. 67, n.; 2 Wheat. R. 45; 9 Serg. & Rawle, 268; 11 Serg. & Rawle, 109; 4 Dall. Rep. 442; 2 Saund. 38, n. 5.

7.-2. Warranties in relation, to the sale of personal chattels are of two kinds, express or implied.

8. An express warranty is one by which the warrantor covenants or undertakes to insure that the thing which is the subject of the. contract, is or is not as there mentioned; as, that a horse is sound; that he is not five years old.

9. An implied warranty is one which, not being expressly made, the law implies by the fact of the sale; for example, the seller is, understood to warrant the title of goods be sells, when they are in his possession at the time of the sale; Ld. Raym. 593; 1 Salk.. 210; but if they are not then in his possession, the rule of caveat emptor applies, and the buyer purchases at his risk. Cro. Jac. 197.

10. In general there is no implied warranty of the quality of the goods sold. 2 Kent, Com. 374; Co. Litt. 102, a; 2 Black Comm. 452; Bac. Abr. Action on the case E; 2 Com. Contr. 263; Dougl. 20; 2 East, 31 4; Id. 448, n.; Ross on Vend. c. 6; 1 Johns. R. 274; 4 Conn. R. 428; 1 Dall. Rep. 91; 10 Mass. R. 197; 20 Johns. Rep., 196; 3 Yeates, R. 262; 1 Pet. Rep. 317; 12 Serg. & Rawle, 181; 1 Hard. Kent. Rep. 531; 1 Murphy, Rep. 138; 2 Id. 245; 4 Haywood's Term. R. 227; 2 Caines' Rep. 48. The rule of the civil law was, that a fair price implied a warranty of title; Dig. 21, 2, 1; this rule, has been adopted in Louisiana; Code, art. 247 7; and in South Carolina. 1 Bay, R. 324; 2 Bay, R. 380 1 Const. R. 182; 2 Const. R. 353. Vide Harr. Dig. Sale, II. 8; 12 East, R. 452.

11.-3. In the contract of insurance, there are certain warranties which are inducements to the insurer to enter into it. A warranty of this kind is a stipulation or agreement on the part of the insured, in the nature of a condition precedent. It may be affirmative; as where the insured undertakes for the truth of some positive allegation: as, that the thing insured is neutral property: or, it may be promissory; as, that the ship shall sail on or before a given day. 6 N. S. 53.

12. Warranties are also express or implied. An express warranty is a particular stipulation introduced into the written contract, by the agreement of the parties; an implied warranty is an agreement which necessarily results from the nature of the contract: as, that the ship shall be seaworthy when she sails on the voyage insured.

13. The warranty being in the nature of a condition precedent, it is to be performed by the insured, before he can demand the performance of the contract on the part of the insurer. Marsh. Inst. B. 1, c. 9. See, generally, Bouv. Inst. Index, h.t. (Bouvier's 1856 6th Ed.)

Wholesale :

Selling to retailers or jobbers rather than to consumers. A sale in large quantity to one who intends to resell. A sale of goods by the piece or in large quantities. (Black's 4th)

Writ :

A precept in writing, couched in the form of a letter, running in the name of the king, president, or state, issuing from a court of justice, and sealed with its seal, addressed to a sheriff or other officer of the law, or directly to the person whose action the court desires to command, either as the commencement of a suit or other proceeding or as incidental to its progress, and requiring the performance of a specified act, or giving authority and commission to have it done.

A mandatory precept issuing from a court of justice. (Black's 4th)

The Past is the now the Future

80+ Year Old Quote Brings 'Shock and Awe'

Quoted from a meeting, its hard to believe how a conversation made over 80 years ago can be dead-on to the methods that are being dicussed for use in today's society Edward Mandell Hous made the conversation below to Woodrow Wilson while Wilson was President of the USA between 1913-1921. With today;s society dealing with security and possible use of fingerprints and DNA to maintain order internally, the words of Edward mandell House then, would make him a profit equal to many science fiction writers of his time.

"[Very] soon, every American will be required to register their biological property in a National system designed to keep track of the people and that will operate under the ancient system of pledging By such methodology, we can compel people to submit to our agenda, which will affect our security as a chargeback for our fiat paper currency Every American will be forced to register or suffer not being able to work and earn a living They will be our chattel, and we will hold the security interest over them forever, by operation of the law merchant under scheme of secured transactions Americans, by unknowgingly or unwittingly delivering the bills of lading to us will be rendered bankrupt and insovent, forever to remain economic slaves through taxation, secured by their pledges. They will be stripped of their rights and given a commercial value designed to make us a profit and they will be non the wiser, for not one man in a million could ever figure it out, we have in our arsenal plausible deniability After all, this is the only logical way to fund government, by floating liens and debt to the registrants in the form of benefits and priveliges. This will inevitably reap to us huge profits beyond our wildest expectations and leave every American a contributor to this fraud which we will call 'Social Insurance ' Without realizing it, every American will insure us for any loss we may incur and in this manner; every American will unknowingly be our servant, however begrudgingly The people will become helpless and without any hope for their redemption and, we will employ the high office of the President of our dummy corporation to foment this plot against America "

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REVISED ARTICLE 9

Summary of the Uniform Commercial Code Revised Article 9

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For over eight years, Article 9 of the UCC has undergone a comprehensive review, revision and all-around spruce up. The Article 9 Drafting Committee, which was established in 1992 jointly by the National Conference of Commissioners on Uniform State Laws (NCCUSL) and the American Law Institute (ALI), met fifteen times since 1993 (each session stretching over several days). CFA attended and actively participated in all but one of these sessions.

The Drafting Committee considered and accepted virtually all of the important changes to Article 9 which CFA requested be made in CFA's original memoranda to the Article 9 Study Committee in 1990 and 1991. Our suggested changes were few in number and were directed at simplifying the filing requirements, enhancing the scope of Article 9 to cover currently excluded collateral types (like deposit accounts, which are excluded in all but a small handful of states), making Article 9 more inclusive for factors, commercial paper conduits and other entities that purchase certain categories of payment intangibles in transactions that are not now covered by the Code, clarifying priorities for holders of purchase money security interests, eliminating the confusion created by existing restrictions on tracing collateral proceeds after bankruptcy, and otherwise fine tuning a statute that has functioned beautifully since the late 1950s'.

The drafting process has been completed; revised Article 9 (the "Revision") was approved by the ALI in May of 1998 and by NCCUSL in July of 1998. The Revision, together with the Official Comments, is now being submitted to the state legislatures for enactment as soon as possible. As of October 1, 1999, the Revision had been adopted in 7 states and introduced, but not yet enacted, in 15 other jurisdictions. ***See Enactment by States*** Will it be effective in any state this year? Will it be effective anywhere next year? Quite simply -- no. In order to reduce problems during the transition period while the Revision is being adopted in some states and old Article 9 remains the law in others, the Revision provides for an effective date of July 1, 2001. ***See Revision § 9-701.*** This lengthy delay permits the Revision to take effect at the same time in all the states that enact it before July 1, 2001. This is a good idea, and the states where the Revision has been introduced and/or enacted have all accepted the concept of a delayed effective date.

Unfortunately for us old Article 9 junkies, the Revision reflects a substantial reorganization of Article 9 and a renumbering of most sections. To make it easier to use, however, the Revision incorporates subsection captions and cross-reference tables. The changes made to existing Article 9 are quite numerous, but, except in a few specific instances, they are not particularly drastic. For the most part, they modernize and

resolve ambiguities which appeared in the case law since 1972, the last time Article 9 was comprehensively revised. The general areas changed include (i) scope of coverage of Article 9; (ii) perfection by filing and by methods other than filing; (iii) choice of law; (iv) priorities; and (v) post-default enforcement. ***See generally Revision § 9-101, Official Comment #4.*** We'll address these areas one at a time.

What will revised Article 9 cover that it doesn't cover today? What types of collateral will be included that today are excluded? Most significantly for secured lenders, Article 9 will now apply to (i) sales of payment intangibles and promissory notes (only sales of accounts and chattel paper are included today); ***See Revision § 9-109(a)(3)*** (ii) security interests in health-care insurance receivables (no interests in insurance policies of any kind, except casualty insurance proceeds, are included today); ***See Revision § 9-109(a)(1), (a)(3), (d)(8) (iii)*** security interests in deposit accounts as original collateral (which, as I mentioned, are excluded today in all but a very few states); ***See Revision § 9-109(d)(13) and (iv)*** security interests in commercial tort claims (which are not included today).***See Revision § 9-109(d)(12).***

Also to be included under Article 9's umbrella are non-possessory, statutory agricultural liens ***See Revision §§ 9-102(a)(5); 9-109(a)(2)*** (some thought was given to including all statutory liens, but the idea was later abandoned as being overly ambitious and possibly creating difficult circularity of lien issues), all forms of consignment, ***See Revision § 9-104(a)(4)*** certain claims against governmental units, ***See Revision § 9-109(c)(2)-(3)*** and guaranties and letter of credit payment rights that support the payment or performance of other collateral such as accounts and chattel paper. ***See Revision §§ 9-102(a)(77); 9-102,*** Official Comment #5f, 9-308(d). Also included will be embedded software, which will be deemed part of the goods in which the software is embedded. ***See Revision §§ 9-102(a)(44); 9-109(a)(1).*** If, however, the software maintains its independent status, it will be treated as a general intangible. ***See Revision § 9-102(a)(42)***. Returning to deposit accounts as original collateral, inclusion will be limited to non-consumer deposit accounts ***See Revision § 9-109(d)(12)*** and filing will be eliminated as a means of perfection. ***See Revision § 9-312(b)(1).*** Instead, perfection will be obtained only through "control" over the deposit account, a concept we'll review later when we take up the subject of perfection in more detail. ***See Revision §§ 9-203(b)(3)(D); 9-312(b)(1).***

With respect to commercial tort claims, a security interest will not attach unless the tort claim exists ***See Revision § 9-204(b)(2)*** and is specifically described in the security agreement. ***See Revision § 9-108(e)(1).*** (Specific description in the security agreement will not, however, be necessary for other types of collateral -- but more about that later.) Personal injury claims will continue to be excluded from Article 9 until they are settled and become contractual in nature, as with structured settlements. ***See Revision §§ 9-109(d)(12); 9-109,*** Official Comment #15. Once the injury claim is transformed into a contractual claim, it can thereafter be sold or pledged under Article 9 unless other state law prohibits the assignment. ***See Revision §§ 9-109(a)(3); 9-109,*** Official Comment #15.

Let's go back to health-care receivables for a moment. What are they? The Revision defines them as interests in or claims under a policy of insurance evidencing a right to the payment of money for providing health-care goods or services. ***See Revision § 9-102(a)(46).*** Including health-care receivables in Article 9 will permit health-care providers to lump insurance receivables with other accounts in a single package and finance the whole thing under Article 9. ***See Revision § 9-109(a)(1), (3).*** This change will also allow healthcare providers to take assignments of insurance claims from their patients and be perfected automatically, without the need to file anything -- a very helpful amendment. ***See Revision §§ 9-309(5);***

9-309, Official Comment #5.

Let's briefly return to the sale of payment intangibles and promissory notes. How do you include sales of them in Article 9 (which the entire securitization industry wants done to clear up some significant "true sale" issues in the legal opinions the rating agencies and accountants request), and not have such an inclusion result in financing statements being required to be filed every time a lender sells a loan participation (which is a payment intangible)***See Revision § 9-102(a)(61)*** to another lender? As we know, to perfect a sale of accounts under the existing Code, a financing statement is required to be filed. ***See Current § 9-302(1).*** The same is true with respect to chattel paper unless you take possession of the paper. ***See Current §§ 9-302(1)(a); 9-305.*** Well, the solution proposed is really quite ingenious. First, under the Revision the definition of "accounts" will be expanded to incorporate virtually all rights to payment except property constituting a "payment intangible," which is so narrowly drawn as to arguably include only interests in loans. ***See Revision § 9-102(a)(2), (61).*** Perfection of a sale of "accounts" (as newly defined) will still require a filing, ***See Revision § 9-310(a)*** while perfection of a sale of payment intangibles (and promissory notes) will be automatic -- no filing will be required. ***See Revision §§ 9-309(3)-(4); 9-310(b)(2).*** This will allow the securitization industry file to perfect the sale of accounts and all the intangibles surrounding the accounts that are sold to the SPV's and conduits, while not placing a filing burden on the loan participation market. It's an ingenious resolution to a difficult problem, and it should work.

Enough about the expanded scope of Article 9. Let me now touch briefly on the attachment of the security interest before we move on to perfection. Not much will change when it comes to attachment. You will still need what you always needed -- value going to the debtor, agreement of the debtor that the security interest attach, and the debtor having rights in the collateral. ***See Revision § 9-203(b).*** What is new is that the security agreement will not need to be physically signed by the debtor, nor will it have to exist on paper. ***See Revision §§ 9-102(a)(7); 9-203(b)(3)(A).*** It will, however, need to be something which you'll hear often under the Revision -- namely an "authenticated record." A "record" is defined as "information that is inscribed on a tangible medium (i.e., paper) or which is stored in an electronic or other medium and is retrievable in perceivable form." Revision § 9-102(a)(69) (emphasis added). Examples of current technologies that would qualify as a "record" include magnetic media, optical discs, digital voice message systems, electronic mail, audio tapes and photographic media. ***See Revision § 9-102, Official Comment #9a.***

So that's a "record" -- how is a record "authenticated?" If it's paper, it's physically signed. ***See Revision § 9-102(a)(7)(A).*** If it's some other form of record, the Revision provides that it is authenticated when the authenticator encrypts or similarly processes the record with the present intention of both identifying the authenticator and adopting or agreeing to the record. ***See Revision § 9-102(a)(7)(B).*** The purpose of this expansion of existing Article 9's concepts of a "writing" and of "signed" is obvious -- new Article 9 is intended to be medium neutral. The parties don't need paper, but they still need to demonstrate in some discernable, retrievable form, that they intend to take the action the record purports to evidence. The Revision merely reflects the reality of our time -- people make agreements, initiate filings and otherwise communicate in media other than paper, and the commercial laws that govern their actions should be modernized to reflect that reality. ***See Revision § 9-102, Official Comment #9.*** More on electronic records later. Let's move now from attachment to perfection.

How will a security interest which has attached (i.e., that is enforceable against the debtor) be perfected

(i.e., be enforceable against third parties, including bankruptcy trustees)? Again, basic concepts are not changed, but some existing procedures are. In essence, there are still two ways to perfect -- either by filing a financing statement or by taking actual or constructive possession of the collateral. Revision § 9-310. (Perfection in some limited instances can be automatic -- like perfection of sales of payment intangibles and security interests in supporting obligations, but for the most part, filing or "possession" will still be necessary.) ***See id.*** But where and what you file, and how you take possession are changed to simplify the process, to resolve some current problems and to reflect modern technology.

First -- filing. What's new with UCC-1 financing statements? Maybe the most significant change in the formal requisites for a UCC-1 (and maybe one of the most significant changes overall) is that the debtor's signature will no longer be required on the financing statement. ***See Revision § 9-502(a).*** This change is intended to facilitate electronic filing. ***See Revision § 9-502, Official Comment #3.*** Authorization for filing by the secured party will, in most cases, be contained in the security agreement, and authorization will be automatic to the extent the collateral described in the UCC-1 is coextensive with the collateral covered by an otherwise authenticated security agreement. ***See Revision § 9-509(b).*** If the transaction involves the pre-filing of UCC-1's, the secured party will have to obtain independent authorization. Under the Revision it will make no difference that actually makes the filing. All that is important is that the party making the filing has been authorized to do so. ***See Revision §§ 9-509; 9-510.*** The debtor's authorization is required for the filing of the initial financing statement and for any amendment that adds collateral. ***See Revision § 9-509(a).*** Only the secured party's authorization is required for other amendments, like name and address changes. ***See Revision § 9-509(d)(1).*** If the secured party is required to terminate a filing (i.e., because the secured debt is paid or because it never existed in the first place) and fails to do so, the debtor has certain limited rights to do so. ***See Revision § 9-509(d)(2).*** (This right is restricted but was thought necessary to protect debtors against secured parties that had gone out of business and against radicals in some parts of the country who file UCC-1's against public figures for personal or political revenge.)

Other changes in formal requisites for the UCC-1 include the ability to use a super- generic description of the collateral such as "all assets of the debtor now owned and hereafter acquired", assuming of course that this description accurately describes the deal between the debtor and the secured party. ***See Revision §§ 9-108; 9-504(2).*** This represents a 180 degree change from existing law applicable to financing statement descriptions. But the use of generic descriptions does not extend to the security agreement, which still must describe the collateral by item or type, and be even more precise when the collateral is a commercial tort claim or the transaction involves a consumer and the collateral is consumer goods or certain types of investment property. ***See Revision §§ 9-108(e); 9-203(b)(3)(A).***

Before leaving the topic of filing, you should also know that the Revision (Part 5) contains several new provisions governing the operations of filing offices, where it was felt that filing officers have become too independent in their adoption of so-called local rules which sometimes resulted in otherwise legally sufficient filings being rejected. The Revision sets forth only a very few reasons for rejecting a filing such as tendering an insufficient filing fee or communicating the UCC-1 or other record to the filing office by a medium not authorized by the office. ***See Revision §§ 9-516; 9-520.***

Filing offices will also be required to link all records received after the original filing (such as assignments and continuation statements) to the initial financing statement they relate to. ***See Revision § 9-519(c)-(e).*** Another change prohibits a filing office from deleting a financing statement and related records from the files no earlier than one year after lapse and even then only if a continuation statement hasn't been filed.

See Revision §§ 9-515; 9-519(g); 9-522. This will help both to eliminate filing office discretion and to ease problems associated with multiple secured parties and multiple partial assignments. ***See Revision §§ 9-519; 9-520.*** Finally, the Revision (i) provides for the promulgation of filing office rules dealing with ministerial details best left out of the statute ***See Revision § 9-526 and (ii)*** mandates periodic reports that should lead to a harmonizing of the filing and search rules throughout the United States. ***See Revision § 9-527.***

So that's what's new with respect to the formal requisites of the UCC-1. Where you will be required to file the UCC-1 is a topic we'll get to in a moment after we briefly explore the second method of perfection, which is possession. Earlier, when discussing deposit accounts as a category of original collateral covered by the Revision, I stated that perfection was possible only through "control." This is a concept borrowed from revised Article 8 of the UCC dealing with investment property. Control, which is a form of constructive possession, will now be imported into Article 9 to deal not only with investment property (which was accomplished in the 1994 Revisions of Article 9), ***See Revision § 9-106*** but also with deposit accounts, ***See Revision § 9-104*** rights to payment under letters of credit. ***See Revision § 9-107*** and "electronic chattel paper" (i.e. chattel paper that isn't on paper).***See Revision § 9-105.*** To perfect in a deposit account, other than as proceeds of other collateral, the secured party must get the depository bank's agreement to act on the secured party's instructions (i.e., get a blocked account agreement), become the bank's customer with respect to the account or actually be the depository bank. ***See Revision § 9-104*** If you do get a typical blocked account agreement, however, you'll know that you're perfected in the bank account. ***See Revision § 9-104(a).*** Control over rights to payment under L/C's occurs when the L/C issuer consents to the assignment of proceeds. ***See Revision § 9-107.*** (As you know, today you must take possession of the L/C to perfect.)***See Current §§ 9-304(1); 9-305.*** The Revision shifts from possession of the piece of paper to control over the proceeds. Control is only means to perfect in deposit accounts and L/C rights as original collateral. ***See Revision §§ 9-203(b)(3)(D); 9-312(b)(1)-(2).*** To the extent the L/C supports payment of an account or payment intangible, if you're perfected in the account or payment intangible, you'll be perfected in the rights to payments under the L/C. ***See Revision § 9-308(d).*** Perfection in investment property will continue to be governed by the rules (which include both filing and control) adopted as part of the 1994 amendments. ***See Revision §§ 9-106; 9-309(10)-(11); 9-310; 9-313(a); 9-312; 9-314.*** Perfection in electronic chattel paper can be achieved either by control (a specially defined control, in "hi-tech" terms, for this type of collateral), or by filing. ***See Revision §§ 9-105; 9-310; 9-312; 9-314.***

Finally, the Revision makes an important change in the perfection rules relating to the use of bailees. Under current law, most decisions hold that a secured party can perfect simply by giving notice to the bailee that the secured party has a security interest in the property in the bailee's possession. ***See Revision § 9-313,*** Official Comment #4 (citing In re Atlantic Systems, Inc., 135 B.R. 463 (Bankr. S.D.N.Y. 1992)). Under the Revision, however, the bailee must not only receive notice of the security interest, it must also acknowledge, in an authenticated record, that it is holding the collateral for the secured party's benefit. ***See Revision § 9-313(c).*** Unfortunately, this revision will eliminate the handy "bailee with notice" device available today, but the change was thought necessary to better evidence the fact that the secured party's control over the collateral was sufficient enough to constitute constructive possession. ***See Revision § 9-313, Official Comment #4.*** The new rule isn't wonderful, but it is more logically consistent with the Revision's concept of "control" than old § 9-305. We'll learn to live with it.

So, depending upon the type of collateral involved, you can file, you can take actual possession, or you

can obtain constructive possession (i.e. control), or in some instances you can file and take possession; but if you file, which, just like today, you will do most often, where do you file? In answering this question, I believe I will be telling you about the single most important of the Article 9 revisions. It certainly is likely to save you and your customers the most money.

Today, the choice of law rules governing perfection (the rules about where you file) for most collateral, tangible and intangible, look either to (i) the law of jurisdiction where the debtor is located or (ii) the law of the jurisdiction where the collateral is located. ***See Current § 9-103.*** The jurisdiction of the debtor's location currently governs the perfection of a security interest in accounts, general intangibles and goods that typically move among different jurisdictions, such as construction equipment. ***See Current § 9-103(3).*** The debtor's location is also the proper place to file today if you elect to perfect against chattel paper or investment property by filing instead of possession or control. ***See Current § 9-103(4), (6).*** With respect to most other types of collateral (like inventory and equipment) you must file where the collateral is located, and this can involve all 50 states in some transactions. ***See Current § 9-103(1).***

Under the Revision, however, the jurisdiction of debtor's location will apply for all types of collateral, tangible and intangible. ***See Revision § 9-301(1).*** In determining location, § 9-307 of the Revision essentially follows existing law under § 9-103, namely, location of debtor is the debtor's place of business (or chief executive office, if the debtor has more than one place of business).***See Revision § 9-307(b)(2)-(3).*** But the new law contains three major exceptions. First, a "registered organization" such as a corporation or LLC, is deemed located in the state under whose law the debtor is organized (which, for a corporation, will be the state of incorporation).***See Revision § 9-307(e).*** Second, an individual debtor is located at his or her principal residence. ***See Revision § 9-307(b)(1).*** Third, there are special rules for determining the location of registered organizations organized under the laws of the United States and for foreign debtors doing business in the United States but otherwise organized under the laws of a jurisdiction that doesn't have a public notice filing system for non-possessory security interests. ***See Revision § 9-307(f).*** These foreign debtors are deemed located in the District of Columbia. ***See Revision § 9-307(c).***

What all this means is that, in most cases under the Revision, security interests in the assets of domestic corporations which can be perfected by filing, can be perfected with one filing in the state where the debtor is incorporated or registered. Not so good for the search firms, but great for us!

One interesting dichotomy in the new choice of law regime is that while location of debtor will frequently govern place of filing, it will not govern priority, ***See Revision § 9-301(3)(C)*** nor will it govern perfection of possessory security interests. ***See Revision § 9-301(2) or agricultural liens. See Revision § 9-302.*** Those topics will continue to be governed by the laws of jurisdiction where the collateral is located at the time of perfection, the same as under existing law. Additional special choice-of-law rules, which are too involved for this discussion, but which don't make radical changes, will govern goods covered by certificates of title. ***See Revision § 9-303.***

Let me make some general observations about priority and proceeds before turning to enforcement. For the most part, existing priority rules will not change. The long-standing rule (since 1972), that the first party to file a financing statement or to otherwise perfect its security interest will have priority, continues. ***See Revision § 9-322(a)(1).*** That said, there are still a number of important changes effected by the Revision.

First, as CFA requested back in 1991, the rules with respect to purchase money security interests are clarified for non-consumer transactions. The new definition of a purchase money security interest makes it absolutely clear that a security interest may be both purchase money and non-purchase money at the same time. (This is the so-called "dual-status" approach.) ***See Revision § 9-103(f).*** In effect, the change rejects the "transformation rule" under which a purchase money security interest was "transformed" into a non-purchase money security interest (and, consequently, lost its special priority status under the UCC) when there was no one-to-one correspondence between collateral and the debt which was incurred to purchase or finance the purchase of that collateral. ***See Revision § 9-103, Official Comment #7.*** This is an important change for floor plan financers who extend credit to vendors in amounts greater than the purchase price of floor planned goods. With "dual status", the security interest granted the floor plan financer can be both purchase money (with super priority status for some of the debt) ***See Revision §§ 9-317(e); 9-324*** and non-purchase money (subject to the regular first to file or perfect rules) for the balance of the debt. This will greatly simplify inter-creditor negotiations and documentation, which today are often lengthy and costly. Next, the Revision provides a number of new rules with respect to deposit accounts which have been patterned on the rules for investment property under Article 8. If a secured party has control of the deposit account, its security interest will be senior to a security interest perfected in any other manner (such as by filing, or even as proceeds of other collateral).***See Revision § 9-327(1).*** If more than one secured party has control of the same deposit account, priority ranks according to who obtained control first, ***See Revision § 9-327(2)*** unless one of the competing secured parties is the depository bank, which will win unless the other secured party takes control of the deposit account by becoming the depository bank's customer. ***See Revision § 9-327(3)-(4)*** or unless the depository bank has agreed to the contrary. ***See Revision § 9-339.*** Another very significant amendment affecting deposit accounts gives priority to the offset rights of the depository bank over the security interest held by another secured party, including an asset-based lender who claims the deposit account as proceeds of its collateral. ***See Revision § 9-340.*** This is a 180 degree change from existing law, but was necessary to get the Federal Reserve on board with the amendments generally. The priority given to the offsetting bank can be overcome by express agreement with the bank. ***See Revision § 9-339*** or by having the competing secured party put the account in its name, thereby becoming the bank's customer. ***See Revision §§ 9-104(a)(3); 9-340(c).*** Many lenders will find that they already have such provisions in their blocked account agreements today.

Turning to letters of credit, control will also trump perfection by any other means. ***See Revision § 9-329(1).*** Remember, perfection in rights to payment under L/Cs will be accomplished by control (i.e. by obtaining the consent of the L/C issuer to the assignment of the L/C proceeds) ***See Revision § 9-107.*** instead of physical possession of the L/C unless, of course, the L/C constitutes a supporting obligation for an account receivable, in which case perfection is automatic if the security interest in the underlying obligation (be it an account or payment intangible) is perfected. ***See Revision § 9-308(d).*** But, again, control will trump automatic perfection.

The priority rules for chattel paper will not change much. Different rules will apply depending upon whether purchasers who give new value and take possession of, or obtain control over, the paper, do so with the paper being merely proceeds of other collateral or as separately financed assets. ***See Revision § 9-330.*** (This is consistent with existing law under § 9-308). Additionally, there are several new rules affecting priorities in chattel paper that deal with the role of knowledge, good faith and the effect of a previous assignment which are too complicated to address at this time. ***See id.*** Suffice it to say the new rules are helpful and resolve some issues long thought to be in need of clarification.

One note about proceeds before I conclude my remarks with a discussion on enforcement. The Revision affects "proceeds" in two significant respects. First, the definition of proceeds is greatly expanded to include distributions "on account of" collateral such as cash or stock dividends from securities. Revision § 9-102(a)(64)(B). (This overrules contrary cases such as Hastie v. FDIC, 2 F.3d 1042 (10th Cir. 1993)).***See Revision § 9-102, Official Comment #13a.*** Proceeds will also include license revenues and claims stemming from loss or non-conformity of, defects in, or damage to, collateral, including infringement claims against third parties. ***See Revision § 9-102(a)(64).*** Finally, proceeds will include collections on account of supporting obligations, such as guaranties and rights under L/Cs. ***See Revision §§ 9-102(a)(64)(B); 9-102,*** Official Comment #13b. All these expansions in the definition of proceeds resolve in favor of the secured lender various ambiguities that have existed over the years which caused secured lenders to be denied the benefit of collateral they thought they had bargained for.

Turning to another major improvement for the secured lending industry, the section of Article 9 that prohibited the tracing of cash proceeds into commingled bank accounts after the debtor's bankruptcy (i.e. current § 9-306(4)(d)), and that otherwise gave rise to a number of frightening preference problems under the Bankruptcy Code, will be eliminated. ***See Revision § 9-315(b)(2).*** This may seem like a small improvement, but, believe me, it's major!

Finally, let's look at enforcement. The Revision makes a number of important changes in the law governing debtor default and secured party enforcement. Let me focus on those I believe may be most important.

First, the Revision makes strict foreclosures (where the secured party retains collateral, instead of selling collateral, to satisfy the debt) much more attractive for secured lenders. Under existing law, strict foreclosure was thought to be unavailable if the lender either wanted to have the collateral satisfy a part, rather than all the debt, or the lender wanted to retain intangible collateral (like accounts) rather than tangible collateral (like equipment or inventory). Both of these limitations on strict foreclosure have been eliminated by the Revision. ***See Revision § 9-620.*** And as a final blow to existing limits on strict foreclosure, the Revision makes it clear that (i) junior secured claimants are discharged by a senior's retention of the collateral -- an unlikely result under current law, ***See Revision § 9-622(a) and (ii)*** secured parties who fail to expeditiously dispose of collateral after default will not be deemed to have foreclosed on it. ***See Revision § 9-620(a)(1), (c).***

Next, in one of the most sought after changes in Article 9, the Revision adopts the rebuttable presumption rule for creditor misbehavior during the foreclosure process, rather than absolute bar rule. ***See Revision § 9-626(a).*** This means that in non-consumer transactions, the secured party won't lose its deficiency claim simply because one aspect of the foreclosure is found not to have been commercially reasonable. Rather, the non-complying secured party will be required to credit the debt with the greater of the net sales proceeds received on foreclosure or the amount a court later determines the secured party would have received if the foreclosure had been conducted in a commercially reasonable manner. ***See Revision § 9-626(a)(3)-(4).*** This is a very important clarification in the law.

Staying with deficiencies for a moment, the Revision contains a series of special new rules for calculating deficiencies and surpluses where the collateral is sold at foreclosure to the secured party, to an affiliate of the secured party, or to a secondary obligor (i.e. a guarantor). ***See Revision § 9-615(f).*** Some members of the Drafting Committee believed that sales to related parties could be more easily manipulated and

abused, and, consequently, needed protection above and beyond what the simple commercially reasonable standard provided. ***See Revision § 9-615, Official Comment #6.*** So the drafters came up with the following solution -- if the sale yields proceeds "significantly below the range of proceeds" that a complying disposition would yield to an independent third party, then -- even if the sale itself was otherwise procedurally proper -- the deficiency or surplus will be calculated based upon the amount of proceeds that would have been realized in a commercially reasonable sale to an unrelated third party. ***See Revision § 9-615(f).*** Unfortunately, this change will either discourage secured parties from bidding at their own foreclosure sales (particularly when the collateral is hard to value and, thus, will likely generate litigation), or will prompt secured parties to obtain appraisals (maybe more than one) in each case where they intend to bid, and then place their bid at the middle or above the middle of the appraised value. Personally, I didn't believe this change was necessary, but several important representatives of our industry did (evidently, because they have witnessed more rigged sales than I have). In any event, the revision is there, and we'll have to conduct ourselves accordingly.

Finally, let me look at the notices that have to be given to third parties when foreclosing. Under current law, notice of foreclosure is required to be given only to those creditors from whom the foreclosing secured party has received notice of an interest in the collateral and a desire to receive notice. ***See Current § 9-504(3).*** This provision was part of the 1972 revisions of Article 9 and it changed then existing law. Well, we're changing back to the pre-1972 version of Article 9 and requiring the foreclosing secured party to conduct a lien search in the appropriate jurisdiction (which will be much easier when you file on everything in one place) and to provide written notice to all secured parties of record whose financing statements cover the collateral being foreclosed on. ***See Revision §§ 9-611(c)(3); 9-621.*** The Revision sets out in detail the contents of the notice and how far in advance of the sale notice must be sent. ***See Revision §§ 9-611 to 9-614.*** The Revision also contains a safe harbor if a lien search, which is conducted within a specified time prior to sale, fails to reveal a filing or if the search isn't completed within a reasonable time. ***See Revision § 9-611(e).*** But, at the end of the day, the secured party will still have to search and notify other secured parties of record -- something it doesn't have to do today unless a junior secured party so requests.

There are other new rules (i) giving junior secured parties certain protections, (ii) differentiating the rights of debtors, obligors and secondary obligors, (iii) limiting the ability of guarantors to waive certain surety defenses, ***See Revision §9-602. (iv)*** providing secured parties greater flexibility in collecting receivables ***See Revision §9-607. and (v)*** differentiating consumer from non-consumer remedies, but I believe we covered enough for one day. Suffice it to say, there is a lot to learn, but I'm convinced that the Revision will facilitate secured financing, reduce its cost, bring greater certainty to transactions covered by Article 9 and provide greater protection to debtors and secured parties alike. These are desirable results, and the Revision deserves our support.

— end.

COPY CERTIFICATION BY DOCUMENT CUSTODIAN:

State of _____)
) Scilicet
County of _____)

I _____, hereby swear (or affirm)

Name of Custodian of Original Document(s)

that the attached reproduction of:

Charge Back Cover Letter, Charge Back, Bill of Exchange #0761399, Certified Copy of Birth Certificate, True and Correct Copy of UCC-1, 1040 ES, sent via DHL Tracking #12345678910, and DHL Tracking Summary

...is a TRUE, correct and complete photocopy of a document or documents in my possession and I'm the custodian of said document or documents.

_____

Signature of Custodian of Original Document

_____

Address/Locale

SUBSCRIBED and SWORN (or affirmed) to before rue on this _____ day of _____ 200___.

_____ Seal:

NOTE: The area above that has the three lines with all the documents listed, can be used for any document or documents to be placed on top, stapled, and sent out to anybody you need to copy any document(s)... Notarized under Copy Certification, whereby you are the document custodian!

_____

Theodore Roosevelt—Jamestown Exposition — April 26, 1907

We of this mighty western Republic have to grapple with the dangers that spring from popular self-government tried on a scale incomparably vaster than ever before in the history of mankind, ...It behooves us to remember **that men can never escape being governed. Either they must govern themselves or they must submit to being governed by others**. If from lawlessness or fickleness, from folly or self-indulgence, they refuse to govern themselves, then most assuredly in the end they will have to be governed from the outside. **They can prevent the need of government from without only by showing that they possess the power of government from within, a sovereign cannot make excuses for his failures; a sovereign must accept the responsibility** for the exercise of the power that inheres in him, and where, as it is true in our Republic, the people are sovereign, then the people must show a sober understanding and a same and steadfast purpose if they are to preserve that orderly liberty upon which as a foundation every republic must rest.

MISCELLANEOUS

Uniform Commercial code
§ 10-104, Laws Not Repealed.

[(1)] The Article on Documents of Title (Article 7) does not repeal or modify laws prescribing the form or contents of documents of title or the services or facilities to be afforded by bailees, or otherwise regulating bailees businesses in respects not specifically dealt with herein: but the fact that such laws are violated does not affect the Status of a document of title which otherwise complies with the definition of title. (Section 1-201). As amended in 1962 and 1994

Note; BUSINESS LAW – 1962 – WEST PUB; Chapter 23, page 491; Secured Party replaces mortgagee, seller, entruster, assignee. Security interest replaces ... "title". Financing statement is the instrument filed to give public notice (UCC-1)

CODIFICATION OF HJR-192:

In June 1933 the International Bankers, owners of the Federal Reserve Bank (a private Bank) took control of all private and real property by the consent of Congress due to the United. States, Inc. going bankrupt in 1933 and as supported by Executive Orders of the then President(s) and upheld by preceding Presidents and Congress as well. As a result of these acts, Congress made provisions for redemption in the 1900's for your reinstatement of rightful status as an American (sovereign) when you became of age or became aware of the right to redeem. These provision were placed in various Act(s), legislation, resolutions and executive orders, mostly in and around 1933, including but limited to HJR-192 which has since been codified in Public Law 73-10 and so confirmed by the United states Supreme Court in 1939

Dyett v Turner, Warder, Utah State, 439 P 2nd 266 @ 267:

"The United States Supreme Court, as at present constituted, has departed from the Constitution as it been interpreted from its inception and has followed the urgings of social reformers in foisting upon this Nation laws which even Congress could not Constitutionally pass. It has amended the Constitution in a manner unknown to the document itself. While it takes three fourths of the states of the Union to change the Constitution legally, yet as few as five men who have never been elected to office can by judicial fiat accomplish a change just as radical as could three fourths of the states of this Nation. As a result of the recent holdings of that Court, the sovereignty of the states is practically abolished, and the erstwhile free and independent state are now in effect and purpose merely closely supervised units in the federal system."

APPENDIX NOTE: You will notice that there is a sample forms, filled out in the name of "Benjamin Freedom Franklin." Read and review the forms. Following the form is generic copy of the form. It is not suggested that one copy any of the forms out of the book and 'fill-in' the blanks with pen, as it reduces the professional appearance of the forms. The 'Blank' forms are on the 'CD' to pull up on your computer to input your information to prepare the form for you process/filing. Typewriter use on clean copied forms is ok if that is all you have!

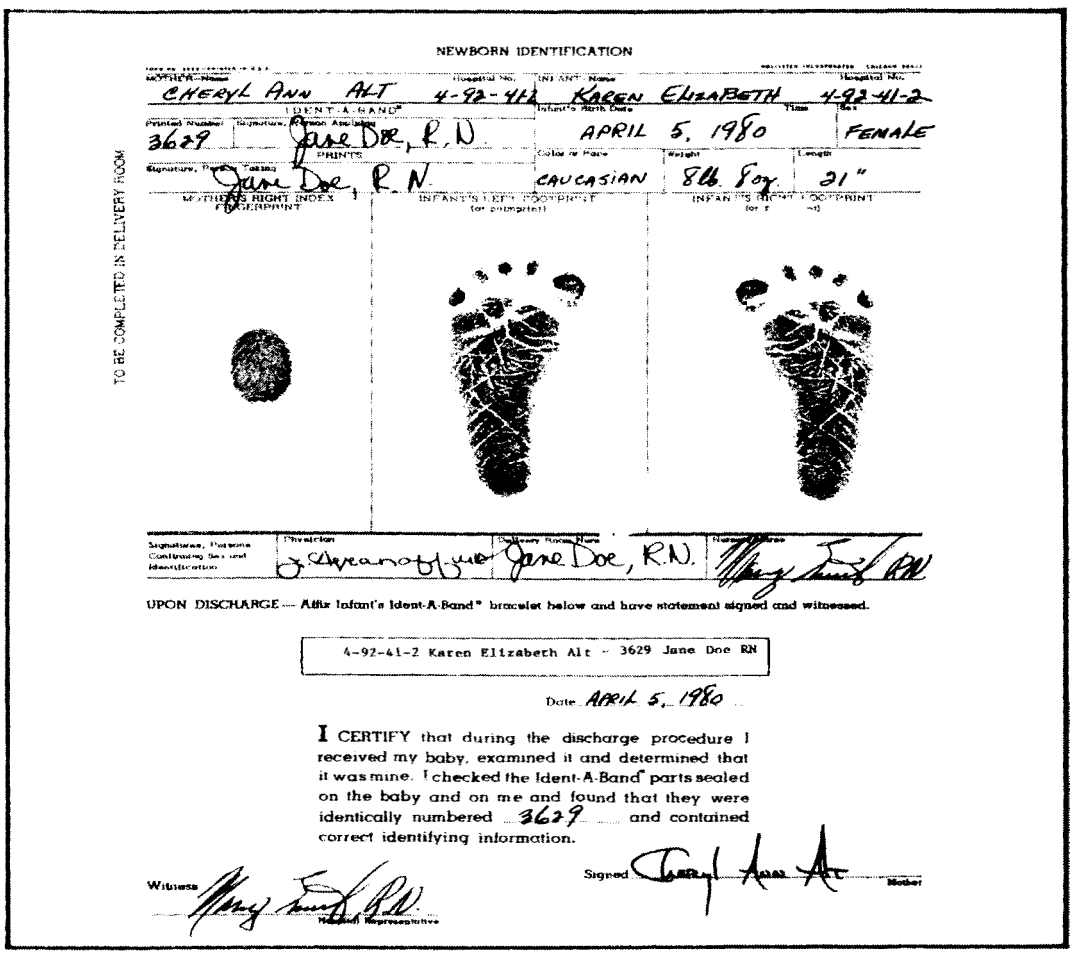
See the data sheet for the particular placement of the required information on each document or view the sample 'filled-in form document!'

The security agreement, in principle, should be done first, signed and notarized, as it is the first agreement between your debtor and you.

The Power of Attorney and the Hold Harmless Agreement also needs to be notarized.

The World Book Encyclopedia, 2003 at page 369

Footprinting is a system of identification similar to fingerprinting. Footprints are the impressions made by ridges on the soles of the feet like fingerprints, foot prints remain unchanged throughout a person's lifetime. No individuals footprints have been found to be identical to those of another person Fool-prints found at the scene of a crime may help identify suspects, especially in hot areas of the world where people often go bare foot. Footprints also provide a means of identification when fingerprints cannot be obtained because of severe burns or other injuries. Many hospitals footprint new born infants for Identification shortly after birth and keep the prints on file for future reference.



NEWBORN IDENTIFICATION

TO BE COMPLETED IN DELIVERY ROOM

CHERYL ANN ALT 4-92-41-2 KAREN ELIZABETH 4-92-41-2

IDENT-A-BAND

3629 Jane Doe, R.N. APRIL 5, 1980 FEMALE

PRINTS

Jane Doe, R.N. CAUCASIAN 8lb 8oz 21"

MOTHER'S RIGHT INDEX FINGERPRINT | INFANT'S LEFT FOOTPRINT (for comparison) | INFANT'S RIGHT FOOTPRINT

Physician Jane Doe, R.N.

UPON DISCHARGE — Affix Infant's Ident-A-Band® bracelet below and have statement signed and witnessed.

4-92-41-2 Karen Elizabeth Alt - 3629 Jane Doe RN

Date APRIL 5, 1980

I CERTIFY that during the discharge procedure I received my baby, examined it and determined that it was mine. I checked the Ident-A-Band® parts sealed on the baby and on me and found that they were identically numbered 3629 and contained correct identifying information.

Witness Mary [illegible] R.N. Hospital Representative

Signed Cheryl Ann Alt Mother

University of Illinois Hospital

Notes: 1. The footprints are taken (captured) before the babies feet hit terra firma 2. Upper Panel: The taking of the baby (Signature person taking) is mediated by a registered agent of the corporation and witnessed by the attending physician. 3. Lower Panel: Mother agrees to the fraud by signing per the registration number of the "property" not the babies name. Her act is witnessed by the Hospital Representative.

This is not the END

Things are still evolving!

This is merely the beginning. You'll be going through the Rabbit Holes

As you are coming out of the Matrix…

The path is now before you…

Secured Party Creditor, private banker, sovereign

king and priest!

By faith, take one step at a time…

Don't change the World, but change yourself!

FREE YOUR MIND! LOOK THROUGH THE MIRROR…

Understand the Commercial Scheme!

Think and Operate as the Creditor – take responsibility…

Accept for Honor & Value and Discharge the debt/liability by agreement!

Bring Peace… not war to the world…

… and your posterity will live free!

★★

USA $ 115.00 CANADA $ 150.00
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