

## TRESPASS ON RIGHTS

### Clearfield Doctrine & CONTRACTS

Supreme Court Annotated Statute, Clearfield Trust Co. v. United States 318 U.S. 363371 1942

Whereas defined pursuant to Supreme Court Annotated Statute: Clearfield Trust Co. v. United States 318 U.S. 363-371 1942:

*"Governments descend to the level of a mere private corporation, and take on the characteristics of a mere private citizen . . . where private corporate commercial paper [Federal Reserve Notes] and securities [checks] is concerned . . . For purposes of suit, such corporations and individuals are regarded as entities entirely separate from government."*

What the Clearfield Doctrine is saying is that when private commercial paper is used by corporate government, then government loses its sovereignty status and becomes no different than a mere private corporation.

As such, government then becomes bound by the rules and laws that govern private corporations which means that if they intend to compel an individual to some specific performance based upon its corporate statutes or corporation rules, then the government, like any private corporation, must be the holder-in-due-course of a contract or other commercial agreement between it and the one upon who demands for specific performance are made.

And further, the government must be willing to enter the contract or commercial agreement into evidence before trying to get the court to enforce its demands, called statutes.

This case is very important because it is a 1942 case that was decided after the UNITED STATES CORPORATION COMPANY filed its "CERTIFICATE OF INCORPORATION" in the State of Florida (July 15, 1925). And it was decided AFTER the 'corporate government' agreed to use the currency of the private corporation, the FEDERAL RESERVE. The private currency, the Federal Reserve Note, is still in use today.

References:

- (i) Articles of Incorporation of UNITED STATES CORPORATION COMPANY <http://anticorruptionsociety.files.wordpress.com/.../articles...>
- (ii) From The Great American Adventure by Judge Dale, retired. (pages 93-94) <http://anticorruptionsociety.files.wordpress.com/.../the-grea...>

The Clearfield Doctrine also applies to the United Kingdom Government Who Have Descended to the Level of Mere Private Corporations.



1. Corporations are not and can never be SOVEREIGN. They are not real, they are a fiction and only exist on paper.
2. Therefore, all laws created by these government corporations are private corporate regulations called public law, statutes, codes and ordinances to conceal their true nature. Do the Judge and your lawyer know about this? You bet they do!
3. Since these government bodies are not SOVEREIGN, they cannot promulgate or enforce CRIMINAL LAWS; they can only create and enforce CIVIL LAWS, which are duty bound to comply with the LAW of CONTRACTS. The Law of Contracts requires signed written agreements and **complete transparency!**
4. Did you ever agree to be arrested and tried under any of their corporate statutes? For that matter, did you ever agree to contract with them by agreeing to be sued for violating their corporate regulations?

5. Enforcement of these corporate statutes by local, state and federal law enforcement officers are unlawful actions being committed against the SOVEREIGN public and these officers can be held personally liable for their actions. [Bond v. U.S., 529 US 334-2000]
6. Our Government is Just Another Corporation <http://anticorruptionsociety.com/is-our-government-just-an.../>

### **U.C.C. §1-103.6 is your “recourse”**

The **U.C.C.** doesn't acknowledge the sovereignty of the people or the Bill of Rights. It **only deals with paper**. U.C.C. §1-103.6 is your “recourse” from the U.C.C. into the Common Law and the Bill of Rights. It states that the Code (U.C.C.) must be in harmony with the Common Law, as follows:

“The Code is complimentary to the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law . . . The code cannot read to preclude [prevent or exclude] a Common Law action.”

There is a remedy, within the Uniform Commercial Code that you can use to reserve all of your fundamental and common law rights and remove yourself from the unjust provisions of the U.C.C. and other codes which are contradictory or not in harmony with your rights and justice.

For example, such reservation retains your Common Law right not to be compelled under a commercial agreement that you did not knowingly, voluntarily, and intentionally enter into. Further, the common law is based upon “justice, truth, and reason.” A reservation of your common law rights also takes you out of the injustice of the absurd “presumptive law” where red is green.

Also, by reserving your Common Law rights, you can compel the prosecutor in any case against you to file a valid “**verified complaint**” in which he would need to bring forth a “**party injured by your actions**”. You are also reserving all of your inalienable rights guaranteed by the Bill of Rights, such as not being a witness against yourself, the right to be secure in your person, houses, papers and effects against unreasonable searches and seizures, the right to a jury, the right to not be held for a capital crime without a grand jury indictment, etc.

<https://www.scribd.com/doc/96926258/The-Clearfield-Doctrine>

## Fairness and Social Utility

Much of the [law](#) of contract is concerned with ensuring that agreements are arrived at in a way that meets at least minimum standards respecting both parties' understanding of, and freedom to decide whether to enter into, the transactions. Such provisions include rules that void contracts made under duress or that are unconscionable bargains; protection for minors and incompetents; and formal requirements protecting against the ill-considered assumption of obligation. Thus, section 138 of the [German Civil Code](#) renders void any contract "whereby a person profiting from the distress, irresponsibility, or inexperience of another" obtains a disproportionately advantageous bargain. In addition, more general social requirements and views impinge upon contracts in a number of ways. Certain agreements are illegal, such as—in the [United States](#)—agreements in [restraint of trade](#). Others, such as an agreement to commit a civil wrong, are held by the courts to be contrary to the public interest. Certain systems discourage some purposes, such as the assumption of a legally binding obligation to confer a gift of money or other [gratuitous](#) benefit upon another, by various special requirements.

Legal systems often have recourse to interpretation in the interest of fairness and social utility. Many litigated cases in which a remedy is sought for [breach](#) of contract are concerned with the meaning to be attached to the verbal expressions and acts of the parties in their dealing with each other. [Ambiguities](#), for example, may be resolved against the party thought to have the superior bargaining position. This decision is common in cases in which one party is able to set the terms of a contract without bargaining. Again, a written agreement may be interpreted against the party who drafts or chooses the language. Or the [court](#) may prefer an interpretation it finds to be in accord with the public interest.

Although all legal systems try to achieve a reasonable approach to freedom of contract, there are bound to be contractual obligations that depart in some degree from the ideal. No one seeking to enforce a contract is required to show affirmatively that it advances specific ends desired by society or that the contracting process is without blemish. Such a requirement would be administratively cumbersome and expensive. In addition, it would reduce the general usefulness of the contract as an economic and social instrument. Differences in the economic resources available to individuals are found in most societies; to the extent that these differences flow from general conditions and are reflected in, rather than produced by, individual contracts, it is usually not [feasible](#) to take [remedial](#) action through the law of contracts. A single contract, moreover, is often only one

element in a complex of economic and legal relations. Thus, in times of severe [inflation](#) or deflation, it may simply not be feasible to seek to deal with the resulting inequities in terms of redoing individual contracts.

## Contracts of Adhesion

There are large areas of economic life in which the parties to contracts have such unequal bargaining positions that little real negotiation takes place. These contracts are often known as contracts of adhesion. Familiar examples of adhesion contracts are contracts for transportation or service concluded with public carriers and utilities and contracts of large corporations with their suppliers, dealers, and customers. In such circumstances a contract becomes a kind of private legislation, in the sense that the stronger party to a large extent assigns risks and [allocates](#) resources by its fiat rather than through a [reciprocal](#) process of bargaining. Enforcement of such standard contracts can be justified on the ground that they are economically necessary. The question then becomes whether these decisions are to be made by [private enterprise](#) or by other agencies of society—in particular, government—and to what extent the interest of those who deal with such economic enterprises can be represented and protected in the decision-making process.

Contract law in such cases provides only what can be called the legal relationship. The content of the relationship derives not from bargaining between the parties but from the fiat of the large enterprise often offset by the fiat of some government [agency](#). In a sense, the socially regulated contract of adhesion seeks to eat the cake of [bureaucratic](#) rationality while having, as well, the cake of individual choice and decision. Doubtless both cakes are diminished in the process, but the result may well be more satisfying than if only one had to be chosen. At all events, the resulting legal-economic phenomenon is radically different from that [envisaged](#) by traditional contract law. Legislative attempts have been made in a number of countries, such as the former [West Germany](#), the United Kingdom, and France, to strike a balance between the general freedom to contract and the protection of the weaker party.

<https://www.britannica.com/topic/contract-labor#ref172917>

**Contract labour**, the labour of workers whose freedom is restricted by the terms of a [contractual](#) relation and by laws that make such arrangements permissible and enforceable. The essence of the contract labourer's obligation is his surrender for a specified period of the freedom to quit his [work](#) and his employer. Other stipulations cover such matters as **repayment of the costs of transportation, housing, training, and other expenses.**

Contract labour has been based upon conditions of poverty and upon political and religious intolerance, and it is often expressed in [penal codes](#). Historically, deception, kidnapping, and coercion have been used to obtain contract labourers, with contractual terms often reflecting the disadvantageous position of the labourer. Contract labour still carries [implications](#) of compulsion and unfairness, and conditions can approach slavery in their severity.

[Indentured labour](#), one form of contract labour, was common in [North America](#) in colonial times. Its subjects were western European (mainly British) males and females. Some of the contracts were similar to [apprenticeships](#), while the terms of others were harsh—usually imposed on criminals whose sentences were [commuted](#) if they agreed to colonial indenture. This practice is also known as indentured servitude.

A true law of contracts—that is, of enforceable promises—implies the development of a [market](#) economy. Where a commitment's value is not seen to vary with time, ideas of property and injury are adequate and there will be no enforcement of an agreement if neither party has performed, since in property terms no wrong has been done. *In a market economy, on the other hand, a person may seek a commitment today to guard against a change in value tomorrow; the person obtaining such a commitment feels harmed by a failure to honour it to the extent that the market value differs from the agreed [price](#).*

<https://www.britannica.com/topic/civil-law-Romano-Germanic/The-German-system#ref465656>

## [Contract](#) and Delict

Parties are free to regulate their relations by contract, within limits set by express statutory prohibitions and by good morals. Strict limits are set to eliminate fraudulent practices by one of the contracting parties. In the case of a valid contract, the parties must observe the requirements of good faith, with ordinary usage taken into consideration. The determination of “ordinary usage” is left to the courts. Unless the promisor can prove that a [breach of contract](#) has been caused in a way entirely outside his sphere of risk, he is liable for damages. But if the promisee chooses to do so, he may have the promisor ordered to complete the contract as long as it is not shown that this is impossible. The principle that “*anyone who through an act performed by another or in any other way acquires something at the expense of that other without legal justification is bound to return it to him*” is stated in broad terms, but it is cautiously applied by the courts.

With regard to [delict](#), the German Civil Code provides that any person who intentionally or negligently injures unlawfully the life, body, health, property, or any other absolute right of another person is bound to compensate him for any damage arising therefrom. Damages also are due for harm caused by the violation of a statute meant to protect others and for harm caused intentionally and immorally. If a public officer violates his statutory duty, court remedies against the government are readily available.

<https://www.britannica.com/topic/contract-law/Fairness-and-social-utility>