# Invisible Contracts

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# Invisible Contracts

## The Armen Condo Letter

by **George Mercier**

August, 1984

In August, 1984, Armen Condo, Founder of Your Heritage Protection Agency ("YHPA") was being prosecuted by the Federal Government under numerous tax related statutes, as well as other collateral charges such as mail fraud.

The YHPA is still (the record holds to this day), the largest organized tax protester group to ever have existed in the United States (with respectful deference to our Founding Fathers and innumerable fellow unsung "tax protester" patriots living and laying their lives on the line in the 1700s for our benefit today). In its heyday in the 1970s/1980s, the YHPA's dues-paying membership reached well into the 20,000 to 30,000 range, before it was ultimately brought into a state of non-existence through the intervention of strongly persuasive federal influences.

The YHPA published a fairly thick newspaper, and continued on in their efforts for several years, with their primary focus based upon the illegitimacy of Federal Reserve Notes, contending thereon that receipt of said Federal Reserve Notes did not constitute "income," therefore, no one receiving said notes was liable under federal income tax statutes. Although additional proprietary "tax protester" positions were routinely addressed, the YHPA's primary focus remained centered around Federal Reserve Notes.

Curiously, as a side note, individuals choosing to join the YHPA (usually in the context of a dinner/seminar setting), were guided through a "joining process" at the conclusion of the seminar, where dual ID photos were taken (the YHPA kept one photo, and you received the other, using a dual-photo camera similar to the dual-photo cameras used at your local Department of Motor Vehicles or local passport photo vendor) and slick, professional looking "ID cards" were processed on the spot and given to each new member at that time.

In hindsight, the stated reasons given at these dinner/seminars with respect to the "necessity" of having/creating a photo ID card were rather specious at best, and in fact, there was some additional hindsight talk that perhaps the YHPA was a Federal "Tax Protester" Sting Operation all along, designed to attract and then identify. [For example, in the U.S.S.R., the KGB is known to have secretly "created" (sponsored is more like it) -- various protester groups for the sole purpose of throwing out some attractive philosophy designed to attract a certain type of individual, and then having "extracted" those individuals from society, and having thus identified them -- then shutting down the organization and arresting the members. This practice is a utilization of the principle known as the "Doctrine of False Opposition."]

After all, it is rather suspicious, if not ironic, that an organization purporting to be highly critical of "government," and taking a relatively "radical" approach to same (non-filing tax protesters "sign up here..."), and having an orientation favoring the individual over government in general, would in fact so closely emulate "Big Brother" tactics such as requiring a photo ID card for all of its new members, and for reasons that would not normally hold up to intellectual scrutiny or inspection except for the fact that within the context of the actual joining process, those people were not concerning themselves at the time with such incongruities, but were instead swept up in the excitement and impetus of the "I'm Mad As Hell and I'm Not Going To Take Anymore" sentiment generated at typical YHPA recruitment seminars.

Against this backdrop, George Mercier wrote a thoughtful advisory letter to Armen Condo in August of 1984, seeking to correctively alter the course Condo was then pursuing vis-a-vis his federal case, with the objective of the letter being oriented towards keeping Armen Condo out of a federal cage. And with respect to Armen Condo, the letter was a wash, as Armen Condo was highly unreceptive to its contents (being in an unteachable state of mind, and so he rejected it "in toto"); however, the letter did not stop there with Armen Condo. In fact, it somehow "exploded" into the general patriot pipeline/network, and was widely copied and circulated all across the country. (Although Armen Condo reacted adversely to the letter, it found a very receptive and appreciative audience amongst patriots across the nation).

One such copy of the letter found its way into the hands of Frank May, who subsequently wrote an intelligent and thoughtful letter to George Mercier, seeking an expansion of the enticing data contained in the Armen Condo Letter. Expansion he wanted -- expansion he got, because George Mercier in turn wrote a reply letter to Frank May -- a 745-page letter, which then became a privately published book entitled "Invisible Contracts - The Frank May Letter" (dated December 31, 1985).

So, without further commentary, what follows is the original letter to Armen Condo, the letter which started it all...

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August, 1984

Dear Mr. Condo:

I just received your periodical "YHPA" for March, 1984, which I had requested from your organization for the purpose of contemplating subscribing to it.

In analyzing the contents of your magazine, I found that the United States is apparently trying to:

1. Get a restraining order to shut down your operation;
2. Trying to get some incarceration out of you as well.

In trying to get a feel for your sentiments towards the United States for doing these things to you, I detected underlying feelings of anxiety and some resentment on your part. Therefore, what I have to say will only be of value to you to the extent that you are in a teachable attitude. I know that I am taking a shot in the dark by telling you things which follow, but I think it is important that someone inform you why you are on the "left side" of the issues and why and how the United States is on the "right side" of the issues -- and that the Federal Judge is merely enforcing private agreements that you continue to maintain in effect with the U.S. Secretary of the Treasury.

By the time you receive this letter in August, the Judge may already have taken some action on the government's petition for a restraining order against you -- I do not know the present status of that action, but the information you need to know will be important to you either way the Judge rules. If the restraining order has been granted, I can show you how to get it reversed next January.

Before I identify the private agreement you continue to maintain with the Secretary of the Treasury (which agreement places you into a written, equity relationship with the United States), there is a fundamental principle underlying American jurisprudence you must be aware of as background material to understand what follows. This principle is a hybrid corollary and consistent extension of the evidentiary doctrine that specificity in evidence will always overrule generalities in evidence, even when they are in direct conflict with each other. For example, the statement by one witness to a crime that...

> "I saw a woman run around the corner, it wasn't a man..." (and therefore the defendant, who is a man, isn't the criminal).

That statement would be overruled by this statement from another witness...

> "The person I saw run around the corner had long hair, a beard, and something like a tatoo on his neck..."

Hence, conflicts in testimony are always resolved by giving the greater weight to the most specific statements. This is also the way equity grievances in contract disputes are settled -- the most specific, detailed clause governing the disputed circumstance is construed to be the statement meant to govern the disputed circumstances -- even though broader, more general statements can be found in the contract and may favor the other party.

The principle that applies to your relationship with the King (the King being the United States -- the Constitution being essentially a renamed enactment of English Common Law as it was at that time, with only additional restrainments being placed on the King) is the principle that private agreements will always overrule the Constitution and the Bill of Rights. Thus, specific agreements governing individual circumstances will always overrule broad general clauses found in the

Constitution. Or expressed in other words, it is irrational to allow someone to enter into a private agreement with someone, and then allow him to take a clause out of the Constitution -- off point and out of context -- and allow him to take that clause and use it to weasel, twist and squirm his way out of the agreement, all while retaining the financial gain the agreement gave him in the first place. This is irrational, and judges won't allow it.

For example, let's say that I hired you to come work for me as a computer design engineer for my computer company. When you started work for me you signed an agreement agreeing that all company information that you were exposed to while employed here, and all knowledge you acquired regarding impending new products and technologies being worked on here -- you had agreed not to disclose, release or disseminate any such confidential information to any other person for a five year period after you left my employ for any reason. So let's say that you have now left my company, and you start publishing and disseminating information you learned while here to my competitors. Your excuse for violating the agreement you signed earlier with me is that...

> "Well, the First Amendment says I got freedom of speech and press..."

So now I take you in front of a judge and ask for a restraining order. Question: Does the First Amendment apply? The answer is no, it doesn't. Restraining order granted. Reason: Private agreements overrule the Bill of Rights. In other words, one does not get to use the Bill of Rights to weasel out of private agreements, while retaining the gain that the agreement gave him in the first place. In the back of the judge's mind is the following logic:

> "Well, Mr. Condo... you entered into an agreement with Mr. Mercier to be an engineer for him, and under which you experienced financial gain or profit. Now that you don't feel like honoring the agreement any longer, you want to take a clause out of the Bill of Rights to work your way out of your agreement with Mr. Mercier, all while keeping the money he gave you under the agreement by working for him. This is irrational. Restraining order will have to be granted."

Another example is this: Say that you are a convict sitting in a prison. The warden calls you upstairs and offers to let you go free if you sign an agreement. That agreement calls for parole checking, warrantless entry of your residence at any time, and you agree not to carry any guns. You sign the agreement and clear out of prison. A month later your car is stopped for speeding and a gun is seen half covered in the back seat. The officer charges you with possession of a

concealed weapon. You argue Second Amendment rights during pretrial motions. The trial judge ignores your motions and sets a trial date. Question: Is the judge a fifth column commie pinko? No, he isn't; he is merely enforcing private agreements. Here you signed an agreement and you experienced a gain (premature freedom). Now you want to take the Second Amendment, and use that to weasel and twist your way out of an agreement, all while retaining the gain (freedom) that the agreement gave you. This is irrational, and judges will not allow it, properly so.

You probably have heard it said that Federal Judges will tell defendants and counsel in Section 7203 -- Willful Failure To File criminal trials that...

> "...the Constitution does not apply here."

That statement shocks most people up a wall -- but it is an accurate and correct statement. The Judge will never tell you why, though. Of all of the different Judges that I know who have blurted out that statement, none of the criminal defendants have ever pressed the Judge for an explanation as to why the Constitution does not apply. The reason why the Constitution does not apply is because the Judge is merely enforcing private agreements the defendant signed with the Secretary of the Treasury. The Judge is not a fifth column commie pinko. The agreement the Judge has in front of him is not the defendant's 1040 or the defendant's W-2/4; those are merely declarations of facts and no profit or gain is experienced by them. The real reason is as follows:

When new Federal Judges are hired (nominated by the President and later confirmed by the Senate) after hearings by the Senate Judiciary Committee -- after they go through that hiring procedure in Washington -- they are taken back to Washington and are taken into private seminars that are sponsored by the United States Department of Justice. It is in these seminars that new Federal Judges are taught and trained "how to" manage their criminal proceedings so as to avoid reversible error, i.e., absence of counsel and trial procedure, etc. They are taught and trained what the Supreme Court of the United States wants for perfecting due process. They are given Supreme Court cases to study --and sitting next to that new Judge in these seminars is their Appeals Court Justice (who will be auditing appeals coming out of their trial court), confirming that the information being taught and presented by Justice Department lawyers is true and correct and that "Things will be done this way."

They are given a "Bench Book" to take with them, giving the new Judge guidance on handling problems as they arise on the bench. Finally, the interesting part comes: They are taught how to manage "Tax Protester" trials -- violations of Title 26. Federal Judges have been instructed that the Supreme Court ruled in 1896 in a case called Davis vs. Elmira Savings, 161 U.S. 275 that banks are instrumentalities of the Congress.

In other words, the interstate system of banks is the private property of the King. This means that any profit or gain anyone experienced by a bank/thrift and loan/employee credit union -- any regulated financial institution carries with it -- as an operation of law -- the identical same full force and effect as if the King himself created the gain. So as an operation of law, anyone who has a depository relationship, or a credit relationship, with a bank, such as checking, savings, CD's, charge cards, car loans, real estate mortgages, etc., are experiencing profit and gain created by the King -- so says the Supreme Court.

At the present time, Mr. Condo, you have bank accounts (because you accept checks as payment for books and subscriptions), and you are very much in an *Equity Relationship* with the King.

In the words of Supreme Court Justice Felix Frankfurter:

> "Equity is brutal, but we are merely enforcing agreements."

Or in other words, Judges don't like the idea of being thought upon as being mean gestapo agents -- doing the dirty work for the King. They consider themselves as being struck between a rock and a hard spot -- being asked to enforce agreements and without being given any valid reason as to why you should be let out of it -- other than you just don't feel like being incarcerated.

So what happens during these Willful Failure to File trials is that:

> 1. The Intelligence Division of the IRS surveys the local banks in the vicinity of the tax protester, and obtains copies of the protester's signature card and financial transactions statements from the bank.
>
> 2. At the time the U.S. Attorney requests the Judge to sign the Summons, the Judge has been presented with your bank account information. So now during the prosecution the Federal Judge is sitting up there on the bench with your agreement with the King in front of him while the tax protester argues:
>
> > "Well, Judge, the Fourth Amendment says..."
> > "Judge, the Fifth Amendment says I don't gotta..."

Are you beginning to see why the Judge is prone to experience frustration and blurt out "the Constitution does not apply here!"?

Meanwhile, the Judge is ignoring all Constitutionally related arguments and denying all motions.

If you would go back to your bank and ask the manager to show you your signature card again, in small print you will see the words:

> "The undersigned hereby agrees to abide by all of the Rules of this Bank."

Have you ever asked to see a copy of the bank rules? If you have, you will read and find out that you agreed to abide by all of the administrative rulings of the Secretary of the Treasury, among many other things.

What is really happening in these Willful Failure to File prosecutions is that the Judge is operating on the penal clause to a civil contract. And since you have agreed to be bound by Title 26, what difference does it make whether or not Title 26 was ever enacted by the Congress? A contract does not have to be enacted by Congress -- in whole or in part -- in order to make it enforceable.

As for the actual taxation itself, what happens is that the King creates a "juristic personality" at the time you open your bank account. And it is that juristic personality (its income and assets) that the King's Agents are "excising" back to the King. But in any event, the taxing power of the Congress attaches by contract or use of the King's property. The Congress does not have the jurisdiction to use the police powers to raise revenue.

That is the proper way (the ideal Alice in Wonderland way actually) to collect taxes, and that is the procedure by which Federal Judges are enforcing the law -- not by ruling over gestapo Star Chambers.

(I have some reservations on the modus operandi of Federal Judges to the extent that the Supreme Court mentions over and over again that:

"Justice must satisfy the appearance of justice." [Offutt vs. U.S., 348 U.S. 11] and that when a man is thoroughly convinced that he is on the right side of an issue -- a man like Irwin Schiff -- that justice has not satisfied the appearance of justice unless the criminal defendant is aware that he did wrong. And on these tax protester trials, that requires a sentencing hearing lecture by the judge to the defendant on why and where the defendant did err. So I disagree with the modus operandi of Federal Judges to this extent).

I am not going to spend any more time on this subject just right now -- other than you should be cognizant by this point in the letter that you are on the left side of the issue -- and that the King's Agents are not working a great evil by going around the countryside asking people to stop defiling themselves by dishonoring their own agreements with the King.

So, in conclusion on this issue, if the 16th Amendment were somehow repealed tomorrow morning at 9:00am -- it would not change a single thing (other than the IRS would have to start giving people a correct presentation of the law to justify the taxes). The IRS and the excise tax on juristic persons would continue on as usual.

As it pertains to the proposed restraining order the King's Agents are trying to get against you and your alter ego, please get a copy of the Complaint filed by U.S. Attorney Charles Magnuson dated January 31, 1984 -- and turn to page 9. Examine the last five words in paragraph "b":

> "...under the Court's equity powers."

This petition by the United States for a restraining order against you is legitimate to the extent that you are in written contractual equity with the King.

When you trace back the genealogy of your signature on your bank card, you will find that you agreed to be bound by Title 26, and under Section 7202 you agreed not to disseminate any fraudulent tax advice. And the concept that Federal Reserve Notes are not taxable instruments of commerce -- for any reason -- when the person has a written agreement with the King saying that FRN's are taxable -- this concept is in fact fraudulent.

I would encourage you, Mr. Condo, to prove me wrong. You can prove me wrong by asking the Judge:

> "Please identify the instrument I signed, Judge, which creates an attachment of equity jurisdiction between the United States and me."

The Federal Judge probably is not going to want to disclose what document it is that you executed which created the attachment of equity jurisdiction. They have been asked not to let the cat out of the bag. The IRS handles this "bank account = equity relationship" on a military style "need-to-know" only type basis. You can file a Mandamus in the Circuit Court of Appeals or petition for a Subpoena Duces Tecum returnable against the U.S. Attorney to compel discovery of what it is that you signed that created the attachment of equity jurisdiction the King's Agents are now acting under in trying to get a restraining order against you. This type of equity jurisdiction always attaches by written consent.

If this restraining order has already been granted by now -- then get rid of your bank accounts and file a petition for reversal next January -- your arguments being then that you are not in an equity relationship with the King anymore. Then the First Amendment would apply then, but it does not apply to you now since you are in an equity relationship with the King -- and private agreements overrule the Bill of Rights.

## Invisible Contracts
**by George Mercier**

# Invisible Contracts

## Introduction

by **George Mercier**

[Pages 1-88]

Dear Mr. May:

I was intrigued to see that you have retained an interest in my Letter to Armen Condo, even if that Letter was intended to be the isolated private correspondence between two people. After receiving numerous inquiries about that Letter, I have been quite surprised at the extent to which that Letter has been so widely disseminated. At the time I wrote it, I was under the assumption that most folks already knew of the underlying evidentiary Commercial contract factual settings that Title 26, Section 7203 *Willful Failure to File* prosecutions are built on top of.

In your Letter you state that you have some questions about the bank account contract as being the exclusive Equity instrument that initiates the attachment of liability for the positive administrative mandates of Title 26.

Please be advised that your reservations are well founded and quite accurate, that is, if you did read such an element of exclusivity out of the Letter. The reason why your reservations are accurate is because I did not mean to state or infer any such thing; however, that is not the problem here. Armen Condo's bank accounts were sitting in front of the Judge during his arraignment and all pre-Trial hearings, and those Commercial contracts are more than strong enough to warrant incarceration on mere default therein. Since the nature of bank accounts involves the evidentiary presence of written admissions, together with the acceptance of Federal Commercial benefits therefrom, the presence of reciprocity expectations contained therein,[1] and other factors, bank account instruments are *conclusive evidence* of Taxpayer Status by virtue of participation in the closed private domain of *Interstate Commerce*. And by these *conclusive evidence* fellows entering into the Armen Condo factual setting the way they did, those bank accounts were the only evidentiary items that I talked about.[2]

The other "evidence" the local situ United States Attorney presented to the Jury was distraction evidence for public and Jury consumption purposes only, and means absolutely nothing to appellate forums (for purposes of ascertaining Taxpayer Status). Bank accounts are the highest and best evidence "Cards" the King has to deal with, even better than old 1040's, and so that bank account evidence should be the very first slice of evidence to go when an Individual has concluded within himself that a change in Status is now desired.[3]

Like Irwin Schiff here in late 1985, Armen Condo's reluctance in 1984 to get rid of his bank accounts forecloses a teachable state of mind one must have to understand multiple other invisible contracts that our King is dealing with, and that are more difficult to discern and appreciate the significance of. So if a *person*, seeking a shift in relational Status to *individual*, is unwilling to first get rid of his bank accounts, then talking to him about anything else is an improvident waste of time. [4]

That Letter was intended to be the private correspondence between two persons, or so I thought. Since no further dissemination of the Letter was expected, no detailed explanation of the factual setting otherwise relevant to the subject matter content of the Letter was made, nor was any detailed discussion of other limiting factors or peripheral elements of jural influence made. Both parties already knew key elements of the factual setting that gave rise to the Letter, and the subject matter I addressed was intended to be a narrow one, talking about bank accounts only as a point of beginning. For that reason, now the expansive factual application of that Letter to mean that a Person's contractual relationship with a Federally regulated financial institution was exclusively the only acceptable *Prima Facie* Evidence [5] -- or even *Conclusive Evidence* -- of that Person's entry into the juristic highways of Interstate Commerce, is an erroneous and overly enlarged interpretation, and falls outside the contours of the two narrow questions that I thought I had addressed in that Letter:

> 1. What right does the King have to criminalize a conversation two people have, just because the content discussed in that conversation does not meet with the King's approval? (Relating to Mr. Condo's civilly denominated prosecution where the United States sought a Restraining Order silencing his YHPA ["Your Heritage Protection Association"];
>
> 2. What rights does the King have to incarcerate a Person for a mere circumstantial omission that is in want of both a *mens rea*[6] and a *corpus delecti*...[7] the criminalization of a non-event that never happened? (Relating to Mr. Condo's 7203 *Willful Failure to File* prosecution).

You have me in such a position, Mr. May, that writing this response to you makes me feel like I am the United States Supreme Court, reaffirming a prior Opinion, yet turning around and writing voluminous explanative text discussing the implications to a slight twist to the factual setting.[8]

The narrow answers explaining why Mr. Condo was just plain wrong in

both of those questions were discussed in that letter -- because in both questions, the United States had written Commercial contracts Armen Condo had entered into wherein Mr. Condo agreed not to disseminate any erroneous tax information, and additionally, where Mr. Condo agreed not to withhold or fail to file any information the Secretary of Treasury deemed necessary to determine Mr. Condo's Excise Tax Liability (with the amount of tax being measured by net taxable income). Those contracts the United States was operating on were Mr. Condo's bank accounts.

Furthermore, to aggravate the just plain "wrongness" of Mr. Condo's position, those contracts were entered into by Mr. Condo in the circumstantial context of Mr. Condo's attempting to experience monetary profit or gain through the operation of those contracts. In other words, there had been an exchange of financial Consideration (benefits) involved, and in Contract Law, the exchange of valuable Consideration (benefits) is of particular significance.[9]

This Consideration requirement is a correct *Principle of Nature*,[10] because it is immoral and unethical to hold a contract against a Person under circumstances in which that Person never received any benefits from out of it.[11]

It has to be this way, otherwise the Judicature of the United States would be working a Tort (damage) on someone else. So simply giving the other party some up front Consideration, which is generally $10 in cash, separately and in addition to any other benefit the contract may call for, will vitiate and deflect any attack against the future enforcement of that contract on the grounds the other party never experienced any benefit from it (the attack is called *Failure of Consideration*).[12]

This Consideration [meaning some practical benefit being exchanged or some operation of Nature taking place] can also originate from third persons not a party to the contract.[13]

The word *Consideration* has so many different meanings that anyone trying to use the word instructionally finds themselves starting over from scratch in the presentation of a definition.[14]

Under some circumstances, successive Promises cascading down from existing contracts can be deemed to be good and valuable Consideration.[15] Harnessing the element of *fraud* to inure to your benefit is powerful stuff in that it vitiates contracts whenever it makes an appearance in a factual setting predicated upon contract;[16] and likewise, when contracts are up for review and judgment, the element of *Consideration* is also so important that the mere absence of

it nullifies the judicial enforceability of any factual setting alleging the existence of contractual liabilities. As the *presence* of fraud vitiates contracts, so in a similar manner does the *absence* of Consideration nullify contracts.[17]

In general terms, both American Jurisprudence and Nature that it is modeled after are divided into actions that fall generally under Tort Law and Contract Law.[18]

Numerous references will be made throughout this Letter to the two great divisions in American Jurisprudence: *Tort Law* and *Contract Law*. Very simply, Contract Law applies to govern a settlement of a grievance whenever a contract is in effect. This means that only certain types of very narrow arguments are allowed to be plead in Contract Law grievances, since only the content of the contract is of any relevance in the grievance settlement. The reason why statutes are sometimes brought into a Contract Law judgment setting, statutes that do not appear anywhere within the body proper of the contract, is because the contract was written under the supervisory Commerce Jurisdiction of the State, and that therefore those statutes form a superseding part of the contract.[19]

There are many subdivisions within Contract Law, such as Securities Law, Estate Inheritance, Quasi-Contract,[20] Statutory Contract, Taxes, Copyright and Trademark Infringement Law, Commercial Business Practice under either the Law Merchant or the Uniform Commercial Code, Insurance, Admiralty and Maritime Contracts, etc. Operating a business under a regulated statutory juristic environment is very much a contract, since a numerous array of Government benefits are being accepted by Gameplayers in Commerce, as I will discuss later.

And in contrast to that, we have Tort Law. Think of Tort Law as being a Judgment Law to settle grievances between persons where there are damages, but without any contract in effect between the parties.[21]

A good contrasting way to define a Tort is by enumerating on the things that it is not: It is not a breach of contract. Included under the heading of Torts are such miscellaneous civil wrongs, ranging from simple and direct interferences against a person like assault, battery, and false imprisonment; or with some property rights, like trespass or conversion; and various forms of negligence are Torts ("judge, the defendant was negligent in maintaining his parking lot by not fixing a dangerous and obscure crevice that was in it") -- but the final definition is a simple one: Any wrong that has been worked by someone, where there is no contract in effect, falls under Tort Law when the damaged person brings the grievance into Court and tries to seek a judicial remedy.[22]

Such an easy concept to understand as that, with parallel easy to understand rules and judgment reasoning -- and lawyers are actually baffled by it.[23] Similarly, orthodox medical doctors here in the United States are also blind, by replicating the advisory suggestions of drug companies pursuing Commercial Enrichment, to exclude the identification of simple nourishment deficiency as the true seminal point of mammalian disease origin. Against that sad background (of professionals not even knowing their own profession),[24] the actual identification of Tort Law as an actual branch of the Majestic Oak is a relatively recent recognition by American lawyers. Up until about 1859, Tort Law was not understood as a separate and distinct branch of Law.[25]

The first treatise in *English on Torts* was published in 1859 by Francis Hilliard of Cambridge, Massachusetts, who was followed a year later by an English author named Addison.[26]

Even as late as 1871, the leading American legal periodical remarked that:

> "We are inclined to think that Torts is not a proper subject for a law book."[27]

In 1853, when Mr. Joel Bishop proposed to write a book on the Law of Torts, he was assured then by all publishers he surveyed that there was no such call for such a work on that subject.[28]

Yet, the distinction in effect between Tort Law and Contract Law was in effect during the Roman Empire.[29] But in addressing Tort Law itself, if I were to hit you over the head with a baseball bat or burn down your house, there is no contract in effect governing the grievance, so Tort Law rules, reasoning, and arguments govern the settlement of this type of grievance. In addition to damages, judges always want to examine the factual record presented to analyze the Defendant's character, and make sure that the intent to damage was there (as consent and accidental damages can vitiate liability).[30]

And so hitting someone over the head with a baseball bat is called an "assault," and there lies a Tort; however, there are many types of Torts that do not have any names assigned to them.[31]

Some writers have attempted to uncover certain characteristics that lie in common to all Torts as a starting point to identify some Principles (yes, there may be some hope for a few of you lawyers after all).[32]

One of the reasons why lawyers try and raise numerous

subclassifications of Tort up to the main level of Tort and Contract (as they grope and search in the dark the way they do), is because they do not see the invisible contracts that are often quietly in effect, correctly overruling Tort Law intervention, since an examination of the factual setting seems void of any contract. By the end of this Letter, you will see many invisible contracts for what they really are, and you will see how to identify the indicia that create invisible contracts.

You may not understand the deeper significance of the distinction in effect between Tort and Contract right now, but after reading this Letter through a few times, the semantic differential in meaning should become very apparent to you, as I will give many examples of Contract Law and Tort Law reasonings and arguments, as applied across many different factual settings; as whenever there is a judgment of some type, there is always in effect some rules and an exclusion of some evidence in the mind of the judge as to what arguments will and will not be allowed to be heard -- (even though this process goes on unmentioned orally by the judge); and the real reason why there is an important significance here that you might be interested in taking *Personal Notice* of [just like Judges take *Judicial Notice* of special items], in Tort and Contract rule differentials in judgment settings, is because we all have an impending Judgment with Heavenly Father -- where arguments then presented will be judged under similar Tort and Contract rules; a judgment setting where the pure magnitude of the consequences renders unprepared incorrect reasoning injudicious and lacking in foresight.

Like in Contract Law, there are numerous subdivisions within Tort Law to place a specific grievance into, such as: Civil Rights, Wrongful Death, Product Liability, Aviation Law, Personal Injury, Accident Recovery, Professional Malpractice, Unfair Competition, Admiralty and Maritime Torts, and certain Fraud and Anti-Trust actions, etc.[33]

Based on the Status of the person involved and certain elements in the factual setting, and certain types of damages asked for, then what grievance normally would be under Contract Law, could be changed to fall under Tort Law.

So there is the general distinction in effect between Tort and Contract. Question: What if a grievance falls into an area of grey where it could fall under rules applicable to either Tort or Contract? Although my introductory remarks in this Letter are necessarily simplified, numerous commentators have mentioned that defining the line between Tort and Contract is sometimes difficult.[34]

However, what is important is the reason why a simple distinction

became difficult: Because the parties to what started out as a Contract Law grievance did not fully anticipate all future events that could have occurred between the parties in contract.[35]

Typically, all blurry factual settings that involve an area between Tort and Contract have their seminal point of origin in a Contract that did not completely define what would and would not happen under all possible scenarios; and this is called *Incomplete Contracting*.[36]

Once a determination has been made that Tort or Contract governs the question presented, very important differences and rules then apply to settling claims and grievances based on the factual setting falling under Principles governing Tort Law, or under Principles governing Contract Law; and as you can surmise, the question as to whether or not a grievance belongs under Tort or under Contract is often a disputed and hotly argued question between adversaries in a courtroom battle, as the question as to which Law governs can spell total success or total failure for the parties involved. For example, see *Butler vs Pittway Corporation*,[37] where two adversaries argued Tort Law or Contract Law governance in a pre-Trial appeal, which was a product liability/warranty case.[38]

In deciding whether to allow Tort or Contract Law to govern, the Second Circuit mentioned that:

> "This case falls into a grey area between tort and contract law that has never been fully resolved."[39]

So, for the introductory purposes of this Letter, I will only be discussing the differences between Tort Law and Contract Law in general.[40]

This stratification of the Law into two separate jurisdictions of Tort and Contract is quite necessary, and in so doing, the Judiciary is no more than conforming the contours of American Jurisprudence to more tightly replicate the profile of Nature; and as you will soon see there will be very profound consequences experienced by folks who try to outfox Nature by using Tort Law reasoning in a Contract Law judgment setting. You should also be aware that very often, we all occasionally get ourselves into contracts that become invisible for any number of reasons, and then erroneously use the logic of Tort Law reasoning to try and weasel our way out of the contract we forgot about.

Experientially well seasoned contractualists know that the desires and wants of people routinely change with the passage of time, and that it is quite common that contracts that are entered into today are often

unattractive and unappealing in the hindsight of the future. So this Consideration rule is of particular importance in those types of marginal contracts where the benefit a Person experiences from the contract depends upon some future efforts that same Person must make, or where the benefits are qualified or otherwise conditional. For our purposes, correctly understood, Consideration is a benefit. Comprehension of the significance of Consideration is fundamental to one's understanding as to why the Judiciary is largely ignoring the *In Rem Contract Recessions* many folks are filing on their Birth Certificates; and understanding Consideration (the acceptance of benefits) is the Grand Key to unlocking the mystery as to why some of the King's Equity hooks are so difficult to pull out of you, as I will discuss later.

There having been an exchange of valuable *Consideration*, when Mr. Condo entered into his bank account contracts, Mr. Condo was in an extremely weak position -- he was just plain wrong with his bank accounts and other invisible contracts (having experienced hard cash benefits [Consideration] as a result of the contract, as well as giving the King *Conclusive Evidence* that he was a participant in Interstate Commerce and the acceptant of federal benefits) and so as a result, there was not a lot of substance left over for Mr. Condo to argue about... like trying to argue that the Earth's rotation about its own axis is some type of an elliptical illusion, just somehow. Yes Virginia, there are absolutes in both Nature and in Contract Law; and Defendants in prosecutions can be plain and simple wrong. When one is inside of a King's cage, one begins to appreciate just how strong contracts can be. Additionally, Mr. Condo was trying to argue the basic unfairness of the proceedings against him, but that unfairness argument as well was non-applicable to his Contract Judgment.[41]

Unfairness is a concept that is related to moral Tort Law.[42]

Questions of damages, and lack of damages, of the *mens rea* criminal intent, of fairness, of risk assumption, of equity, and equality are all reasoning and arguments reserved for a Tort Law judgment setting. Remember that Tort Law doctrine governs the settlement of grievances that arise between parties without any contract being in effect. Tort Law is generally a free-wheeling jurisdiction, and anything goes. The decision by the New Jersey State Supreme Court to hold sponsors of parties responsible for the acts of persons who drank in their homes is a Tort Law grievance.[43]

In contrast to the elastic and expansive nature of Tort Law, when Contracts are in effect, only the content of the Contract is of any significance when the grievance is up for review and judgment.[44]

Tort Law means that for every damage someone works on you, corrective damages will be applied back to that person as the remedy (call the retort). For example, in Tort Law, if you burned down a neighbor's house out of a grudge and without the owner's consent (since no Contracts are in effect, Tort Law governs the courtroom grievance), pure natural moral Tort Law requires that you be damaged in return, i.e., that a retort be worked on you in order to satisfy the demands of Justice. As the Sheriff or other neutral disinterested third party that administers the retort (to perfect the ends of Justice), by stuffing you in one of his cages, that encagement retort itself is largely exempt from experiencing further retorts for his damages on you.[45]

So the cycle of Tort and retort ends there by the Sheriff jailing you for damaging your neighbor the way you did by burning down his house. This is Tort Law, and this is a key concept to understand, because numerous people throughout the world have so deliberately and very carefully arranged their affairs as to have all their murders and *Magnum* Torts executed on their behalf under the liability vitiating and recourse free operating environment of pure natural Tort Law, as I will explain later. Think about this Tort and Retort Doctrine for a while, as it is very powerful -- with it damages can be justified in a judgment setting, if your damages occurred to accomplish the ends of Justice.

These people, taking counsel from Gremlins, by arranging their damages to be justified as a retort, believe quite strongly that they are morally correct and that Heavenly Father[46] is required to support them and their abominations at the Last Day, as their murders have in fact been executed under the vitiating retort cycle of pure moral Tort Law, and therefore immune from further recourse, just like the Sheriff is immune from further recourse for the damages he worked on you when he stuffed you into one of his cages for burning down that house.

And those people arranging their behavior to conform themselves into a Tort Law judgment profile with damages immunization reasoning are correct, because Tort Law is a correct and pure operation of Nature, and their damages can very much be justified before Father at the Last Day; but the question of justification of damages is not going to be relevant at the Last Day, and for the identical same reason as to why the question of no damages being present in Highway traffic code prosecutions and Income Tax enforcement actions is also not relevant. Because just one tiny little problem for these Tort Law justification imps surfaces, based upon an obscure, remote, and little known Doctrine uncovered from the archives of the Mormon Church in Salt Lake City. I'll explain all that later, but understanding the original Tort

and recourse free "Justice" retort concept, and its appreciation as a true *Principle of Nature*, is necessary before we probe deeper into Lucifer's extremely clever Illuminati reasoning and Father's little known "Ace" that he has up his sleeve; and then into the deeper meaning of this Life, which involves (as you could guess by now), a Contract. But Contracts, of and by themselves, are never the end objective, they are only a mechanical and procedural tool used to accomplish a larger objective: An objective to someday have all of the rights, power, domain, keys, status, and authority as our Heavenly Father now has.[47]

The Grand Meaning of this Life is quite a story, and simply focusing in on the relevant material is difficult by virtue of the large volume of distraction material that is floating around out there. Nevertheless, as strange as it may initially seem, people correctly talking about it generally find themselves having to tone things down a bit.[48]

Tax Protestors, like their brothers in contract defilement, Draft Protestors (as I will explain later), denounce the basic illegitimacy of the United States -- our fat King -- silencing speech, and of criminalizing something that just didn't happen ("How could not filing a piece of paper be a crime? Why, the Fifth Amendment says I don't gotta be a witness against my self. Common Law says there can be no Constructive Offenses..."; and on and on). But unappreciated by Mr. Condo was the Contract Law jurisdictional environment he was being prosecuted in: A summary Commercial contract enforcement proceeding, up for review and enforcement based on administrative findings of fact.[49]

In these Equity contract enforcement proceedings, questions of morality, of Torts,[50] of basic reasonableness, of pure natural justice, of fairness, of mental intent, of the presence of a *corpus delecti*, of privacy rights, of equality between this instant Defendant and other previous Defendants and the like, are all irrelevant. And the only thing that is relevant is the content of the contract that was entered into some time earlier, in general, and the exact technical infraction the United States, as your Adversary in a 7203 Action, wants addressed as the grievance, in particular. Under some limited circumstances, Federal Judges will annul contract enforcement actions where unreasonable and over-zealous statute enforcement Tortfeasance has taken place -- what appears to be "fairness" -- but such annulment is really only to preemptively restrain such Tortfeasance from recurring in the future, and not to benefit you at all. So whether in a driver's license contract grievance setting of a highway speeding infraction, or in a Commercial contract *Willful*

*Failure To File* grievance setting with the King through a bank account and other contracts, the only thing that is relevant is you and your contract. All other previous persons, their cases of defilement, and their grievances, and what arguments they made or did not make, is irrelevant. Translated into the practical setting where a poor Defendant is presenting a defense line, this means that all motions that are made for dismissal, based on grounds relating to anyone else's previous prosecution, are automatically denied, as being irrelevant to the instant factual setting. Equality and fairness are not relevant in settling contract grievances. Equality and fairness are Tort Law arguments; they are definable only along the infinite; and if the Judiciary allowed equality or fairness to enter into the contract arena, then the effect of allowing equality and fairness on one side is to work a Tort on the other side -- so the Judiciary simply rules, very properly, that when contracts are in effect, only the content of the contract is relevant. Although this policy has the uncomfortable secondary effect of making Federal Judges appear to be carefully selected Commie pinkos when dealing with a Tax Protestor (as Federal Judges go about their work enforcing invisible contracts), restraining the subject matter that will be discussed in a Contract Judgment setting to include only the content of the contract, is a correct attribute of Nature, and does correctly replicate the mind, will, and intention of Heavenly Father (as I will discuss later on) in the area of laying down rules for settling contract grievances. The very common belief that folks have, that since 100 other persons prosecuted for the same contract infraction got suspended sentences, and therefore in equality you too should get a suspended sentence, is in error. What other people do or don't do, or what happens to or does not happen to them in their contract judgment, is not relevant to you and your contracts. This equality and fairness applicability is an important principle to understand, because we all have an important Judgment impending at the Last Day. Here is where Heavenly Father is going to judge us at the Last Day along very similar lines; because Father is operating on numerous invisible Contracts I will discuss later. You Highway Contract Protestors and Income Tax Protestors out there now have such a marvelous advantage, if you would but use your valuable knowledge acquired through such prosecutions and your study of the Law, to avoid making the same Tort Law argument mistakes at the Last Day before Father -- where unlike now, there will be no more going back and trying some argument line out again. Today, you can go back into a courtroom over and over again, throwing one successive argument after another at the Judge as many times as you feel like, until you finally figure out what legal reasoning is correct, what is incorrect, and why. Such a repetitive presentation of error is not going to be possible at the Last Day -- there will be no going back to Heavenly Father a second and successive times and throwing another

round of defensive arguments at Him. Your Tort Law reasoning of equality, fairness, and of no damages and no *mens rea*, when presented before Father at the Last Day to justify your behavior down here will fall apart and collapse, and for very good reasons that I will explain later. This judicial enforcement, separating Tort from Contract in *Willful Failure To File* prosecutions, is but one manifestation of the extent to which rare gifted genius rules in the Federal Judiciary.[51]

Yes, contractual equity is a hard line to abide by, and people who operate their lives with that smooth and envious *savior faire* always avoid entering into such tight binding regulatory restrainments in their affairs that they know that their minds just cannot handle in the future.[52]

Yes, experienced people will forego some immediate benefits all contracts initially offer, just to avoid the larger liability and cost picture later on. Yes, it is better to forego experiencing impressive glossy benefits and accept nominal benefits that accomplish the same thing, and avoid a contract altogether. For example, this could mean buying a used car for cash without an installment contract, rather than a new one on installment payments, unless the structure of your livelihood is such that enrichment is experienced as a result of the gloss benefits, such as real estate salesmen, who need the gloss to make a *sub silento* statement: That they are a very important person; someone you should better start paying some attention to; someone you had better start doing some business with.

There are folks out there, marvelous, bright, and otherwise just great all around, but who are weak in some administrative dimension; these types should generally shy away from difficult and marginally feasible contracts they can't handle. In a domestic family setting, marriage counselors report back identical observations: That it was household mismanagement or unmanagement originating from infracted contracts previously entered into under a relaxed level of interest or inappropriate budgetary environment that caused unnecessary secondary grief sometime later on. (In other words, like Armen Condo, they entered into contracts unknowingly incompatible with their philosophy, and not appreciating the significance of the contract's terms thereof. So the recourse significant became invisible to them. Those are the contracts and Equity Relationships they should have avoided all along from the beginning, *ab inito*.)[53]

So, from a counseling perspective, a general attitude might be to have a spirit of reluctance about your *modus operandi* before entering into recourse contracts. Entering into Commercial contracts with anyone without careful respect to the terms that the contract calls for is an invitation for nothing but headaches and aggravations you don't need,

and could have, and should have, avoided at a lower, pre-contract chronological level.

In order to appreciate just how wrong Mr. Condo really was, and just how stupid and not very well thought out his sophomoric badmouthing was of the presiding Federal Judge,[54] one needs to study and be brought to a knowledge of Contract Law -- its majestic origins and history, and of recourse Commercial contracts -- their enforcement and life in the contemporary American judicial setting. What I am about to say may very well surprise you, but the reality is that those seemingly unnatural and artificial instruments we call Contracts are actually highly and tightly interwoven into Nature and Natural Law.[55]

And it is very rare that I have found any contract enforcement or grievance proceeding to have been inappropriately adjudged, based upon the factual setting presented, the issues raised for settlement and the question addressed by the presiding administrative or judicial magistrate.

Such strong enforcement of contracts improperly concerns some people, who don't give too much thought to the consequences of being able to have any Commercial contract simply tossed aside and annulled judicially, just because one of the parties no longer feels like honoring the terms of the contract. [56]

That's right, under that line of reasoning, contracts should be tossed aside and annulled just because one of the parties doesn't feel like it anymore: Like Armen Condo no longer feeling like sending in a 1040 anymore. His self declarations of lofty Status are initially impressive ("I am not a slave anymore"); but unilateral self declarations do not now, and never have, annulled contract liability. By the end of this Letter, you will know how to get out of a contract, but such a termination does not involve self declarations of status. The reason why there is such a tight adhesive relationship going on in American Jurisprudence between contract enforcement and Nature/Natural Law is because Contracts are very much on the mind of the Great Creator who made Nature.[57]

And so when American Jurisprudence so strongly enforces contracts, then the Judiciary, as an agent of Nature, is merely replicating the mind of our Creator who wants to have people learn to honor their contracts -- and yes, even more so when those contracts contain philosophically bitter terms, like the Bolshevik Income Tax. Learning the deeper meaning of that Principle is a bit more important than some folks realize: Because Contracts are very important to Heavenly Father. And the design of Nature to so strongly enforce contracts is

inverse evidence to indicate that Father deals extensively with Contracts, wants people to learn to respect Contracts, and will honor his Contracts with you (if you can get a Contract out of Father). Heavenly Father is similar to the King in the limited sense that both of them want something from us, and both of them use the same tools to get what they want. Father wants our bodies, and the King wants our money, and both use Contracts extensively to accomplish their end objectives. I conjecture that the King is far more successful in gross aggregate percentage terms by his manipulative adhesive use of invisible contracts to get what he wants than Father is with His invisible Contracts, as Father does not force himself on unwilling participants. The King deals with people out of the barrel of a gun and accomplishes through clever administrative arm-twisting and adhesion contract wringing what otherwise cannot be sustained in front of the Supreme Court in freely negotiated contract terms; whereas in contrast Heavenly Father deals with people very conservatively on the basis of their wants, and where no Contract is wanted, I can assure you none will be forced on you. The King has copied the *modus operandi* of Father to deal extensively in Contracts, and then has added his own Royal enrichment twist to it: Unlike Father's altruism (legitimate concern for the interests of others), our King is only interested in himself, his own welfare, and in that Golden Money Pot he passes out to Special Interest Groups who make their descent on Washington when Congress is in Session, in vulture formation.[58]

There are numerous reasons why Heavenly Father wants our bodies -- one is so, for our benefit, we can be Glorified some day and have a continuing association with Him again. Such a statement is implicitly a status statement, since in order to associate with Father, one's stature must be on a similar calibre to Father.[59]

But Father first wants to patiently see who His friends really are, under circumstances where his very existence is difficult to see. Yes, these are Adversary proceedings we are in down here (and when you take out a new Contract with Father, you will know what I mean, as Lucifer the Great Adversary ("Great" in terms of ability), will suddenly start to take you very seriously). If Heavenly Father has the Celestial Jurisdiction it takes to Glorify a person into such an indescribable state similar to his own Status, as people entering into Father's highly advanced Contracts down here have been explicitly and bluntly promised, then Father ought to be very carefully listened to.[60]

There are a few people who have lived upon this Earth before us, who now have such Glorified bodies under advanced timing schedules, and *First Person Evidence* of that nature (an eye witness) is difficult for Heathens to reverse or countermand under attack, so they have no

choice but to ignore it and talk about something else.[61]

Although that retortional statement, of and by itself, is not strong enough to irritate a hardened Atheist, this statement might:

> "No human has had the power to organize his own existence. That there is one greater than we, the Father, actually begat the Spirits, and they were brought forth and lived with Him... I want to tell you... that you are well acquainted with God our Father... For there is not a soul of you but what has lived in his house and dwelt with him year after year... We are the children of our Father in Heaven... We are Sons and Daughters of Celestial Beings, and the germ of Deity dwells within us."[62]

Yes, both the mind of Heavenly Father and the mind of the Savior are swirling in a vortex of Contracts. [63]

For a brief sizing glimpse at the extent to which Contracts are constantly and endlessly on the mind of Father and the Savior, open up either the Old or the New Testaments to any place at random, and see how many pages can be turned before the word "Covenant" [Contract] reappears.[64]

Here in the United States, in a Commercial contract factual setting, the word "covenant" is of an Old English Law Merchant origin, and now means only a few clauses within a larger contract;[65] like when entrepreneurs sell their businesses, the continuing restriction they take upon themselves within the larger Purchase and Sale Contract, not to turn right around and build up the same duplicate business all over again until some 5 to 10 years or so has first lapsed, is called a *Covenant not to complete*.[66]

But in an ecclesiastical setting, what all ancient and contemporary Prophets and Patriarchs call *Covenants*, are really *Contracts*:

> "As all of us know, a covenant is a contract and an agreement between at least two parties. In the case of gospel covenants, the parties are the Lord and men on Earth. Men agree to keep the commandments and the Lord promises to reward them accordingly. The gospel itself is the new and everlasting covenant and embraces all the agreements, promises, and rewards which the Lord offers his people."[67]

In analyzing the Law comparatively with Father's Plan for us, there are numerous facial changes in descriptive names for things that are commonly known and understood by everyone under other names. For example, what we call a *Contract* in our everyday Life, Heavenly Father

calls *Covenants*. And the financial enrichment one party receives under a contract here in the United States (such as the financial compensation a Landlord receives out of a Lease Contract from a Tenant), is called a *Benefit*; and what is called a *Benefit* arising under contract in a Commercial setting is known as a *Blessing* arising under Covenant in an ecclesiastical setting with Heavenly Father.[68]

Coming down into this Life, this "Second Estate" we are now in (as the ancient Prophets originated its characterization),[69] our memories were deflected off to the side and temporarily locked away.[70]

Coming down from the First Estate into this World, we all came here by Contract, and sometime in the third trimester of our mother's pregnancy, our spirits entered those bodies (called the "quickening" of the body). There came a point in time back during the First Estate, when after Father revealed his Grand Plans for us all, as the Sons of God we all shouted for joy in ecstatic response.[71]

Whether this shouting for joy took place before or after Father started extracting his Contracts out of us, I don't know; talk in this area is limited to generalities. [72] But we do know that we are ones that Job referred to as the Sons of God. [73]

Later on, after we have been around down here for a while, by the careful honoring of those other Contracts we can enter into down here, we can enlarge our standing before Father and be like him some day, by ordered, planned, and organized accretion. [74]

Some of those other Celestial Contracts that are available to be entered into down here are the introductory Contract of Baptism, and the more advanced Endowment Contracts [which are entered into in Temples], in addition to multiple other ecclesiastically related Contracts.[75]

Yes, these Covenants that we can now enter into are *Replacement* Covenants, because Heavenly Father already has invisible Contracts in effect on us all, as we all entered into Contracts with Father in the First Estate, all of us without exception: Saint, sinner, Heathen, and Gremlin:

> "In our preexistence state, in the day of the great Council, we made certain agreements with the Almighty..."[76]

And the content of those preexistence [previous existence] First Estate Covenants are designed to remain largely withheld from our present memory for a reason. [77]

Back in the First Estate, not everyone entered into the same identical

terms on their previous existence Contracts. There was very much Contract customization involved, when Father deemed it appropriate. For example, the Noble and the Great Spirits, who excelled in valiance back then above all others, had special addendums attached to their First Estate Contracts with Father, just tailor made for their missions down here:

> "Now the Lord had shown unto me, Abraham, the intelligences that were organized before the world was; and among these were many of the Noble and Great ones; And God saw these souls that they were good, and [in a Conference] he stood in the midst of them, and he said:
>
> 'These I will make my rulers.'
>
> "For he stood among those that were spirits, and he saw that they were good, and he said unto me:
>
> "Abraham, thou art one of them; thou was chosen before thou wast born..."[78]

Although that brief account by Abraham does not describe everything that went on in that Conference, what also transpired in that Conference, in addition to the lofty Status pronouncements from On High, was the extraction of additional Contract Addendums out of the participants, just tailor made to fit the Noble and the Great.

As we enter into and fulfill Father's Advanced Contracts down here, the significance of those Contracts that we entered into in the First Estate fades away until they are of no significance whatsoever. [79]

These Contracts that we enter into with Father down here supersede our previous Contracts, and if no Contract is entered into with Father down here, then the governing Contract at the Judgment Day will be the First Estate Contract. People playing the Contract avoidance routine on Father's Contracts are playing with fire and damaging themselves, because knowledge of the content of those Previous Existence Contracts is being withheld from us for a reason. This then raises a moral question: What right does Father have to hold us to Contracts, the content of which we have no knowledge of? Answer: Father has our consent to do so as part of the game plan. Yes, we are placed in this world measurably in the dark, necessarily so.[80]

And when you understand the benefits of the game plan, your initial reticence will also fade away.[81]

And if it initially appears to be unfair to penalize someone for their innocent ignorance by being judged under invisible contracts they had

no knowledge of, then remember that in a Contract Law Judgment setting such nice things as fairness and relative levels of knowledge or ignorance of the Contract's terms are all irrelevant factors; and this Tort Law argument of *unfairness*, by being made a party to such excessively one-sided and unequal contract terms really falls apart when the temporary deflection of the previous memory itself is made such an integral and an important structural element in those First Estate Contracts.[82]

This means that if there had been no memory deflection taking place, then the objectives Father has for us in this Life, to live in a free-wheeling world for a little while by "starting over" in a sense, would be infeasible to accomplish; and so without memory deflection there would have been no reason for this Second Estate Life and the numerous Contracts associated with it -- Celestial Contracts that overrule our First Estate Covenants.[83]

The unfairness aspect of this impending state of affairs that gnaws at us -- of people being adjudged under invisible Contracts -- causes some folks to want to shy away from such a harsh Father; but such a reduced view of Father's Plans is defective. In this world, we are conditioned to think that penalizing someone means directly throwing something negative at him, i.e., docking his pay, giving him a reprimand, having him picked up, confining the fellow to barracks, giving the poor fellow a spanking, or having him taken out and shot, and the like. To be penalized by Father carries no such negative circumstances being applied against us at all; a penalty levied at us by Father is the mere absence of a possible prospective Celestial Blessing that could have been ours -- if we had buckled down tight and gotten serious when presented with information to the effect that Contracts are governing at the Last Day. So when Father places a Contract Law Judgement environment in effect for us on the Judgment Day, and people then start claiming unfairness for any one of several dozen different reasons (and each argument has merit to it), their arguments sounding in the Tort of unfairness will fall apart and collapse, and properly so, as there is nothing inconsistent about Father's selective withholding of any of his discretionary Blessings from us that were waived by us, and the great Celestial Grant of Eloha.[84]

Yes, the Third Estate we will enter into after the Last Judgment Day is stratified into multiple different strata, and people will go where they are most comfortable; yes, Father has many mansions in his House.[85]

For example, if you simply cannot handle a difficult Contract or do not want the responsibility that such a difficult Contract carries

along with it -- then that is fine, as Father has a Kingdom for you; and if this idea of spending Time and all Eternity in the midst of clowns who also cannot handle Contracts intrigues you, then I would suggest that you explore the possibility of terminating further interest in this Letter. Maybe I am missing something somewhere, but I think it is inconsistent for Tax and Highway Protestors to so freely and willingly be criminally prosecuted for no more than defining a new elevated Status relationship with Government -- but then for those same Protestors to turn around and say that yes, they would somehow enjoy spending the rest of Time and all Eternity on their knees licking someone else's feet as some low level ministering angels. Therefore, we will settle for nothing but the top -- and if we err along the way, then we erred while expending maximum effort.[86]

When Contracts are in effect, the only thing that is relevant in a Contract Law Judgment setting is the content of the contract, the Person whose behavior the contract seeks to measure compliance with, and the behavior that was being measured; and as we traverse from a political setting involving Tax Protestors to an ecclesiastical setting involving us all at the Last Day, then nothing changes. The fact that Irwin Schiff and Armen Condo never bothered to read the Commercial bank account merchant contracts that they were adjudged to be in default of, and also their invisible Citizenship Contracts, and then were penalized under those contracts by being incarcerated in a Federal cage, that ignorance of the contract's terms is neither a relevant question nor excusable behavior under a Contract Law judgment setting. Literally, the only thing that is relevant is: Did they honor the contract or not. People who are unable to think along these precise and very narrow ratiocinative[87] lines of Contract Law will find themselves being self-penalized for their ignorance (penalized in the sense that prospective blessings that could have been their's will be forfeited). If that sounds excessively harsh, then momentarily picture yourself as being in Father's position, and then consider what you would do differently when confronted with a group of people who can and do think precisely, and another group of people that do not think so precisely, and another group who really could care less about anything.[88]

And it will be on the Judgment Day that we will be judged by Contracts, and under a Contract Law jurisprudential setting -- and not under the rights, justice, relative collective equality, and group fairness of pure natural moral Tort Law. Interestingly enough, also known to those Persons who have entered into Father's Advanced Contracts down here is that the timing of the Judgment Day can be accelerated into this life, thus removing any lingering vestige of uncertainty someone may have about their Standing before Father; there

is no Last Day for these special people to concern themselves with. When Father approves of your Standing down here, you are going to know it under rather strong circumstances.

Yes, Heavenly Father has contracts on us all going back into the First Estate.[89]

And just like Federal Judges in 7203 *Willful Failure To File* prosecutions quietly taking Judicial Notice of contracts in their Chambers even before the Tax Protestor gets arrested and the adversary criminal proceedings start, Father too already has all the Contracts he needs in front of him awaiting the judgment scene of Last Day -- First Estate Contracts that were solicited from us before we were born into this World, and this Second Estate proceeding started to collect and assemble the factual setting the Last Day will issue out a Judgment on. First Estate Contracts are now in effect on everyone -- *on everyone* -- down here without any exceptions, and Father is not interested in either any Tort or great thing we accomplish -- except that if that action is encompassed within the content of a positive or restraining covenant on one of the Contracts he has on us.[90]

By the wording of the Contracts Father has on us, a wide ranging array of damages are not permissible -- but the moral Tort question of damages itself is not relevant unless the damages fall into an area restricted by the Contract. In a similar way, some of the Contract terms call for both positive action and negative restrainment under situations where there could be no damages created regardless of what we do; *so damages are not relevant when contracts are in effect. Only concern yourself with the terms of the contract*. And even if we have carefully avoided entering into any Contracts with him now in this Life, he still has Contracts on us all from the First Estate he will hold us to at the Judgment Day: In other words, there is no such thing as outfoxing Father.[91]

Unlike our King in Washington who has multiple technical deficiencies existing within his own statutes, which when invoked timely preclude him from collecting any Inland Revenue tax money under many circumstances even when it is rightfully due and payable, there are no deficiencies in the Contracts Father writes; and for the incredible benefits being offered by Father,[92] you should not even probe for any improvident technical moves. [93]

And this question of trying to outfox Father, is why the Illuminatti, who otherwise like to consider themselves as being very clever folks, will find their Torts, murders, revolutions, wars and environmental damages justifications fall apart and collapse at the Last Day -- because pure natural moral Tort Law will be irrelevant at the Judgment

Day. They will regret having made their improvident technical moves down here: By trying to outfox Father with their clever Tort Law reasoning on justifying damages. Father has a special treat planned, an Ace up his sleeve, just tailor made for dealing with these Illuminatti and Bolshevik types of Gremlins; it is the same identical Ace that Federal Judges have up their sleeves, just tailor made to deal effectively with Constitutionalists: An invisible Contract the poor fellow didn't even know about. By the end of this Letter, you will know of the numerous layers of invisible Contracts the King has on Tax Protestors. But assuming that you avoided entering into new Contracts with Father in this Life, then when your memory is restored to you, Father will solicit an accounting of the terms of the Contract he extracted from you in the First Estate.[94]

And so what was once an invisible Contract will then become a rather strongly known Contract, and then and there the Gremlins will crinkle in self-inflicted anguish. The Prophets have stated that there will be weeping, wailing and a gnashing of teeth at the Last Day;[95] those are rather strong characterizations to use -- but now you know why -- for among other reasons, the Gremlins will have a perfect knowledge that their clever justifications to pull off and try and get away with *world class* mischief were not worth it. And when, at the Last Day, the Illuminatti and their Gremlin brothers are confronted with the terms of those First Estate Contracts that they entered into before this Second Estate even started, and when Father then asks for a simple factual recital of their Covenant compliance, then will the Gremlins realize the irrelevancy of their excuses to justify and vitiate their murder, war, and miscellaneous abomination damages (and all committed, of course, to accomplish and perfect Justice); and those Illuminatti types might just find themselves, at that time, being a bit disappointed: Because their Tort Law justifications will not even be addressed by Father.

Father will be asking a very simple question then, to which he will expect, very properly, a very simple answer: What was the extent to which you honored your Contracts?

Gremlin defense arguments sounding in the Tort of damages justification will be tossed aside and ignored then at the Last Day just like State and Federal Judges now toss aside and ignore Tort Law arguments of Constitutionalists and other Protestors arguing lack of *corpus delecti* damages to try and get a dismissal of Tax and Highway Contract enforcement prosecutions, when invisible contracts unknown to the Constitutionalist were actually in effect. There is actually nothing inaccurate or defective about the planned Gremlin defense arguments, just like there is nothing inaccurate or factually

defective about Patriot arguments thrown at Judges today; the question is not one of accuracy or whether they are correct, but rather the question is one of whether the defense line addresses the contract compliance question asked -- and they don't, they are not relevant. Simple questions of Contract compliance by their nature exclude a large body of prospective rebuttals that are distractive to the simple question asked; when contracts are up for review and judgment, then only the content of the Contract is of any relevance.[96]

If Father was planning on using pure natural moral Tort Law Justice at the Judgment Day, then there could be no such things as the third party liability absorption feature such as the Atonement (which is operation of Contract); and additionally, for the tortious act of swatting a fly, spanking our kids, drilling a railroad tunnel through a mountain, or mowing our lawns, we would be penalized forever -- if we are operating under the rules of pure natural moral Tort Law (which means that all Torts get retorted as the remedy -- with an exception being only those excusable Torts necessary to perfect the Ends of Justice). That important qualifying retort exception reasoning is the line that Lucifer carefully taught his Illuminatti followers to profile themselves around to justify their actions before Father.[97]

Lucifer's clever inveiglement to use damage arguments to vitiate yourself at the Last Judgment Day is facially very attractive, and since Tort Law itself is a correct *Principle of Nature*, any scrutiny of Lucifer's reasoning withstands attack and challenge from any angle; it is not until a remote, little known, and obscure doctrine is uncovered from the archives of the Mormon Church in Salt Lake City (regarding our lives as Spirits before with Father, and Father's Previous Existence Contracts on us all, and therefore our Judgment will be under Contract Law) does Lucifer's brilliant Tort Law justification reasoning fall apart and collapse. In reading Illuminatti literature, Lucifer again manifests his supergenius at deception through concealment, as although there are references to general Spiritual matters (certain strata of Illuminatti are not atheists) as a distraction, however there are no references to any Contracts with Father out there that the Illuminatti need to concern themselves with. An exemplary line propagated by persons who circulate in the genre of Witches, Bolsheviks, and Illuminists is that "You should do it in the name of Justice, so you can justify it in the end."

In the pop song *One Tin Soldier*, one finds the following lyrics:

> "...Do it in the name of Heaven, you can justify it in the end... There won't be any Trumpets blowing come the Judgment Day..." [98]

These lyrics also appear in the Hollywood movie *Billy Jack*. [99]

With a setting on an Indian Reservation in the Western United States, the plot in *Billy Jack* told the tale of how the ever changing laws of men are frequently out of harmony with true Justice, and so now murder is necessary to accomplish the true Ends of Justice where the laws of men fall short; sort of like forcing a contemporary hybrid variant of *Robin Hood*'s grab as a means of accomplishing *justita omnibus* [justice for all]. Remember that the Illuminatti Gremlins need to have people (their prospective recruits in particular) think in terms of Tort Law reasoning down here, and so they propagate the view that murders committed to accomplish Justice (to correctively retort the damages of others that the Law does not reach) are excusable acts that Heavenly Father is required to vitiate and ignore at the Last Day [just like the Sheriff is excused from bearing the consequences for working the damages you experienced when he incarcerated you, after you had first burned your neighbor's house down; what the Sheriff did, as a neutral and disinterested third party, was to correctively retort the damages created by others]. Once an Illuminatti initiate accepts this reasoning, it takes little effort to have the initiate accept the application of Tort Law reasoning to larger corrective retorts like wars, wholesale murders, environmental damages, use of the police powers of the state to accomplish other damages, and assorted other *magnum opus* abominations that accomplish proprietary Illuminatti objectives, and all very carefully documented and neatly arranged to remedy some other damages else where, and also benefit the world by accelerating the commencement timing of the Millennial Reign. This is brilliant reasoning that Lucifer taught these little Gremlins; Tort Law is a correct *Principle of Nature* and cannot itself be attacked from any angle. The use of Tort Law reasoning to govern judgments when no contracts are in effect is absolutely morally correct and in harmony with Nature in itself, and so are all of its retorts to perfect Justice and the Ends of Justice. And so an esoteric[100] factual element deficiency problem surfaces that will absolutely nullify those expected benefits Witches are driving towards as they travel down that *yellow brick road* of theirs: Heavenly Father extracted Contracts out of us all in the First Estate before we came down here, and so Tort Law reasoning will not be applicable at the Last Day. Yes, those Trumpets will blow at the Last Day; sorry, Gremlins, but your days are numbered. Yes, the *handwriting is on the wall* for Gremlins.[101]

In other words, Lucifer counsels his followers to perform their murders and Torts in the retort cycle of Justice administration where they can be justified and vitiated, so that Heavenly Father would then be required to excuse and vitiate their behavior at the Last Day.

Under Tort Law reasoning, all Torts (damages) need to be "retorted" as the remedy to perfect Justice, but the person administering the retort damage itself, like the Sheriff, is immune from further cyclic retort, so the Justice cycle stops there. And there also lies the Grand Key for getting people to commit murders while believing quite strongly that they are exempt from Father's Justice: By simply arranging the background circumstances for the murder to fall under the protective justifying retort cycle of Justice. Therefore, the person who administers the retort is immune from further damages himself. In this brilliant way, Lucifer intends to double cross all of his hardworking assistants down here, every single one without exception, but not until just before the Judgment Day: Because although Tort Law is a correct *Principle of Nature*, our Great Judgment will be under Contracts and Contract Law, and Tort Law arguments and rationalizations will be ignored. So, when Heavenly Father pulls his Ace out of his sleeves to deal with these clever Gremlins who sincerely believe that they have found a way to outfox Father and get away with *magnum* Torts by neatly justifying everything in the good name of Justice, Father will do no more than merely lift the veil of memory we all had lowered on us to seal away the access to our past memories while we once journeyed through this Second Estate, and the poor Gremlins will then and there remember with a perfect knowledge of the Contracts they previously entered into with Father in the First Estate -- Contracts that were invisible during the Second Estate. Now the Gremlins will be sealing their own fate, as their Tort Law arguments are not relevant when a simple and limited accounting of Contracts is asked for.

Yes, Lucifer was in the many Councils of Heaven with us all when we were on our knees reciting the terms of our Contracts from our tongues,[102] Lucifer knows very well that Contract Law jurisprudence will govern the Last Day. Does Lucifer know what he is doing in his Tort Law reasoning? He most certainly does.[103]

Tort Law reasoning itself cannot be attacked, as it is merely a reflection of Nature, and it does have its proper time and place to govern the settlement of grievances between persons when contracts are not in effect. The question is not whether Tort Law is morally correct or incorrect, or whether Tort Law is in or out of harmony with Nature; the question is one of applicability of either Tort Law or Contract Law reasoning to govern the judgment of a factual setting presented for a ruling. And so as long as Lucifer keeps his hard working Gremlin servants down here thinking along Tort Law lines, and discussing only Tort Law reasoning in their private communications they send back and forth to each other, then Lucifer is getting all that he wants now, since his little Gremlins will go right ahead and knowingly commit

tremendous damages while sincerely believing that they are on safe grounds at the Last Day, just like Highway Contract Protestors very sincerely believe that the absence of a *mens rea* and *corpus delecti*, together with the nonexistence of a Driver's License, will place them and their Tort Law *Right to Travel* unfairness arguments on safe grounds before sophisticated appellate judges [this is not correct, as I will explain later]. This is a brilliant deception *extraordinaire* by Lucifer to his Gremlins, and this is also extremely sophisticated reasoning (which in itself creates an allure to intellectual Gremlins).[104]

And just as Lucifer freely uses his deception to motivate his associates in his direction, so to do his Gremlin assistants down here use deception between each other in turn, whenever they feel like it. Gremlins thrive on throwing deceptions back and forth at each other, and they do not really concern themselves on the background setting the deception takes place in.[105]

Absent unusual appreciation for what an abbreviated Contract Law judgment setting is really like (such as trying to contest speeding and insurance infractions on Highway Contract enforcement proceedings, going through 7203 *Willful Failure to File* Star Chamber prosecutions, etc.) only very few folks have the factual background necessary to grasp the significance of this line. Due to circumstances which transpired back in the First Estate, Lucifer passionately hates us all (i.e., all persons who took bodies in this Second Estate), and he fully intends to have each and every single person, without any exceptions, who trusted in his Tort Law logic and reasoning, screwed to the wall for having done so. This planned double cross by Lucifer even includes his highly prized intimates, the contemporary Rothschild Brothers, with whom Lucifer has personally conversed with, face-to-face; Lucifer has the Rothschilds believing that they are the top dogs and they call the shots. They too will be double crossed, and this is true even though Lucifer has very reliably dealt with many Rothschild generations in this Second Estate going back several centuries. Yet, the Rothschilds will likely never the see the forest for the trees, as the effect of his impending *magnum Opus* Double Cross will not even occur until this World is over with, and then it is too late to start taking an interest in Contracts with Father, and stop using pure natural moral Tort Law Principles to govern your behavior, under such untimely and belated circumstances. Boy, I can just hear Baron Phillippe de Rothschild, *Le Gremlin Extraordinarie*, now at the Last Day telling Father that:

> "Father, you just don't understand... why, I had to have David killed to accelerate the arrival of your Millennium.

> The world experienced the benefits of it. It just had to be done to further your Ends of Justice."

As for the Rothschilds, after their Eyes are Opened on the foolishness of their Tort Law reasoning, their greatest disappointment at that time may yet lie in another area altogether: As they ponder the long term significance of their being denied further inhabitation on this planet they once participated in Creating.[106]

In the Third Estate, this planet is in for some refining and advancement, and there will be no Gremlins inhabiting the Earth then.[107]

Father was the only architect of this particular planet.[108]

Yes, Lucifer has a double cross up his sleeve planned for the Rothschilds, just like the Rothschilds in turn have numerous impending double crosses planned for their associates as well. A *double cross* is a serious betrayal that occurs on the tail end of a well-planned continuum of deception -- and deception is very important to Gremlins.[109]

And the mass media serves as a good instrument to propagate a large volume of factually worthless information.[110]

Similar to Gremlins thriving when throwing deceptions back and forth at each other, deception is also very attractive for Gremlins to throw at the public at large.[111]

The mass media is a very important instrument for the conveyance stage of deception by Gremlins.[112]

Deception is important to Gremlins and those who replicate their *modua operandi*; so much so that almost like intellectual nourishment, Gremlins seem to manifest deep intermittent cravings for a few good clever sounding lies. [113]

Sadly so, deception has the appearance of being contagious, unless efforts are made to deflect the onslaught of its occurrence, and its prevalence throughout the United States today could be exemplified perhaps in the dynastic corridors of corporate power, where Commercial executives busy themselves by being constantly fixated on their own self enrichment objectives.[114]

Why are such Gremlins, impressive by appearances, so freely willing to work damages on other folks? The answer lies in the fact that they believe, superficially, that they are doing the right thing (remember what they went through in the First Estate). For example, in a Gremlin

attack on Father's jurisprudential structure here in the United States, the disintegration of our jurisprudence (or "legal system") is considered by Gremlins to be a goal worthy of achieving:

"The disintegration of our legal system... would end in a revival of justice, due to the restoration of the authority of the people which constitute the living, vital principle of the law; and by restoration of prosperity due to the confidence of the people in the disposition and capacity of their own Government to protect them in modern conditions of life. That system, fought as being inadmissible for 13 small States, has survived expansion across the continent; and, in its form and substance, is, if any human institutions can be, equal to the conquest of every economic and moral frontier."[115]

So too do Gremlins apply this same planned disintegration reasoning to propose that there be a continuous succession of wars and other military damages operations, specifically for the purpose of bringing about a quiescent tranquility that will, they believe, be the result of a world tired from wars. Yes, Lucifer is slick in his justification of damages. [116]

And just as Lucifer is slick [meaning effective while remaining largely invisible] with his justification of damages reasoning, so too do his assistants down here need close scrutiny in order to figure out what they are up to nowadays.[117]

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**[1]** *Reciprocity* is defined as a relational state where two or more parties, enjoying each other's benefits and each possessing various expectations from each other, are being reciprocal to each other, a kind of "give and take" going on back and forth; and so in this relational setting, there are some kinds of interdependence, mutuality, and cooperation expectations in effect between the parties. But the key elements that will be repeated over and over again in this Letter, is that where the initial benefits were not first exchanged, then the secondary obligation to reciprocate does not exist, either. For example, the word *reciprocity* surfaces frequently when Governments discuss exchanging favorable trade benefits with each other; each Government controls a source of benefits the other wants, and so now the reciprocating mutuality and exchange of benefits between the jurisdictions is called *reciprocity*, but its meaning has been elusive for some:

> "The term *reciprocity* as now currently used in most cases with only a vague or very general notion of its meaning... [An] attempt is made to define reciprocity when it is specified that the *privileges* granted must be equivalent.

> Thus one writer, basing his definition upon a study of the public papers of the Presidents of the United States, remarks:
>
> "Reciprocity is the granting by one nation of certain commercial privileges to another, whereby the citizens of both are placed upon an equal basis in certain branches of commerce." - *Messages and Papers of the Presidents*, Page 562.

Whenever there is an exchange of benefits and there remains some lingering expectations of some duty between two parties, then an actual *invisible contract* is in effect [as I will discuss later], as it is said that the duty owed back to the party initially transferring the benefits is *reciprocal* in nature. Hence, the steam engine is said to be a *reciprocal engine*: Steam is forced into a chamber pushing a piston out, and the piston pushes in turn a lever attached to a wheel; now the wheel revolves because the steam initially pushed out a piston. So when the revolving wheel comes back fully around, it is now the force of the wheel that pushes back the lever, which pushes in turn the piston back into the chamber, that clears the chamber for a second and successive injection of steam. [See the *Encyclopedia Britannica*, "Reciprocating Engines" (London, 1929)].

Question: What happens when the wheel (having gotten what it wanted by being turned by the lever and having initially accepted the benefits of the steam pushing the piston), freezes up for some reason and does not reciprocate as expected and now refuses to push the piston back into the chamber? What happens is that the engine stops; everything grinds to a halt; and damages are created.

...Well, as we turn from a tangible setting where machinery is in motion, over to legal reasoning handed down from the Judiciary of the United States, no Principles ever change -- because when we turn to the Supreme Court rulings in hot political areas of so-called *draft protesting* and *tax protesting*, by the end of this Letter you will see the true meaning of *reciprocity*, and of the damages created by refusing to reciprocate when expected. Yes, often there are contracts invisible to the Defendant that actually control grievances in a Courtroom, and there is to be learned a true natural origin of contracts and of reciprocity; the origin lies not with American judges trying to create seemingly fictional legal justifications, but in *nature*, and actually in the mind of Heavenly Father who, as we will see, created what is now called *nature*. [return]

**[2]** *Conclusive Evidence* is deemed incontrovertible: Because either the Law does not allow contradiction for some reason, or in the alternative, because the inherent nature of the Evidence is so strong

and so convincing that it automatically overrules any other mitigating or vitiating Evidence that could possibly be presented. Therefore it is deemed provident that *Conclusive Evidence*, all by itself, establishes the proposition that is sought at hand, beyond any reasonable or possibly legitimate doubt; this *Conclusive Evidence Rule* is very reasonable in many situations. [return]

**[3]** I am aware that the linguistic use of the word "King", as a moniker to characterize the combined Executive and Legislative branches of the United States is a bit novel, and I know that most folks would feel uncomfortable with it at first. Yet, despite the differential in comfort levels in the use of such semantics, I go right ahead and use this characterization anyway because its use, all by itself, enhances the important distinction between Common Law Jurisdiction and King's Equity Jurisdiction (which distinction is still very much in effect today), and makes this distinction much easier to understand; and additionally underscores the fact that the United States is stratified at Law into multiple jurisdictions to more tightly replicate the contours of Nature, and that the United States is not a single monolithic *slippery slope* slab of equity Civil Law (hybridized old Roman Civil Law). As the American colonies severed relations at Law with the Mother Crown, the jurisdiction conferred upon the United States by our Fathers was largely similar, in a structural sense, to that jurisdiction the King of England already had. But the idea of characterizing the combined Executive and Legislative Branches of the United States as a "King" may not even be mine. Imagine fictionally in your mind having lunch with your Dad and a Federal Appellate Judge in New York City. During this imaginary and purely fictional conversation, while the non-existent Judge is speaking on a criminal doctrine, he mentions the existence of a contemporary "King" here today in the United States, as if it were a very natural idea to him. A year later, you realize that relating the jurisdictional contours of the United States to those contours which a King should have and not have, makes everything seem easy to understand. This is particularly so when relating a factual question of police powers limitation, or of a taxing limitation, to something tangible and natural like a King's expected jurisdictional contours. Additionally, a "King" also accurately reflects lingering English Jurisprudence here in the United States, and also reflects the present *King to Prince* satropic relational status of the United States Government to the several States, following the enactment of the *after ten* Amendments that shifted the *ratio decidendi* of power to Washington. [return]

**[4]** The word *person* is of particular legal significance in American Jurisprudence; it is distinguished from the word *individual,* with the

semantic differential in effect between the two being inherently Status oriented. Although sounding innocent under common English semantic rules, on the floor of a Courtroom these semantic rules take upon themselves deeper significance, as it is quietly known by all Judges that *persons* are clothed with multiple layers of juristic accoutrements giving that *person's* presence in that Courtroom a special and suggestive flavoring to it. On the one hand, *persons* have special legal rights, benefits, and privileges originating from a juristic source; and on the other hand, *persons* also carry upon themselves various obligatory duties (some of which, if not handled properly, can be very self-damaging at times) -- but both rights and duties are often invisible. In contrast to that layered state of juristic accoutrement encapsulation, *individuals* walk around without any such accoutrements [they would be "liberated" as the contemporary vernacular would characterize it]. As a point of beginning, *persons* can be either natural human beings like you and me, or artificial juristic entities (such as foreign governments, Corporations, Agencies, or Instrumentalities) and the like -- at least, here in 1985, those are the only two existing divisions of *persons* presently recognized by the Judiciary (i.e., human beings and paper juristic entities):

> "Following many writers on jurisprudence, a juristic person may be defined as an entity that is subject to a right. There are good etymological grounds for such an inclusive neutral definition. The Latin "*persona*" originally referred to *dramatis Personae*, and in Roman Law the term was adapted to refer to anything that could act on either side of a legal dispute... In effect, in Roman legal tradition, *persons* are creations, artifacts, of the law itself, i.e., of the legislature that enacts the law, and are not considered to have, or only have incidentally, existence of any kind outside of the legal sphere. The law, on the Roman interpretation, is systematically ignorant of the biological status of its subjects." - Peter French in *The Corporation as a Moral Person*, 16 American Philosophical Quarterly 207, at 215 (1979).

But some time off in the future, the world will come to grips with the deeper meanings of Peter French's comments about how *persons are creations* and how the law is ignorant of the *biological status of it's subjects*, because common knowledge will be changing one day as the recombinant DNA cellular cultivation technology perfected in the late 1970s in special basement laboratories designed into the CIA's Langley offices by Nelson Rockefeller blossoms out one day into the Commercial Sector, and genetic replicas of humans are brought forth into the

public domain. It is my legal Prophesy that it is only a matter of time before a Court ruling or some slice of *lex* makes its appearance somewhere, saying that the original natural born human being takes upon themselves full civil and criminal liability for all acts performed by their genetic replicas as soon as they emerge from the chemical tank, under the *alter ego* ["second self"] *doctrine*; and that those biological replicas (or *synthetic altometons*, as the Bolsheviks would say) will also be deemed at that time to be *persons*, fully layered with all of the same juristic accoutrements that their natural born human sponsor possesses [or would have possessed under similar circumstances]. The use of look alikes, or *doubles*, has a very long history to them, particularly in dynastic settings where tremendous wealth is available for some looting; here in the United States of 1985, Bolshevik *synthetic altometons* have already produced marvelous results for their sponsors, in both family dynasty and political settings involving important positions held in Juristic Institutions. When common public knowledge of this technology actually will blossom out into the open, I do not know. When the Apostle John was exiled to the Isle of Patmos, he once wrote a story on events he had seen in a vision; John talks about how someday the world's Gremlins, continuing to incorporate deception into their *modus operandi* like they do, will make a big deal out of a man they will one day raise up for their purposes. Like the inflated, dramatic, and overzealous presentation of Henry Kissinger's intellectual credentials, this man will be shown on a much grander scale working great wonders going about the world ending one tough crisis after another, as the imp goes about his mischief trying to get folks to place trust and confidence in him (just like with Henry); and great political power and authority will be given to this imp. John describes a fellow who will bring down fire from Heaven, perform other great wonders, and then be fatally wounded. As part of the Gremlin deception show, this little imp will heal his own wounds and bring himself back from the dead. This little Gremlin won't actually heal his own wounds, as the world's news media will then want you to believe in furtherance of Gremlin conquests, but actually a *double* will be brought forth that will have been previously manufactured, while the body of the mortally wounded and double-crossed imp will be quietly disposed of out the back door; and at the present time, excellent genetic *doubles* are very feasible to manufacture. At the time the world's Gremlins pull off their impending *magnum opus* theatrics [meaning "great act" theatrics], John tells us that they will succeed in deceiving many people. Few people have in-depth factual knowledge on Gremlin movements, and so few folks have trained themselves to be able to think in terms that Gremlins think in: Terms that involve deception, intrigue, and the use of doubles, murder, and whatever other *cranking* is necessary to get the job done. Like Tax Protestors never bothering to try and see things from the

Judge's and the King's position, by folks never bothering to try and see things from the Gremlin perspective, the result is going to be exactly what John tells us: That many people will be held in awe of this little Gremlin, just like many people have already held Henry Kissinger in awe when they should have thrown him in the trash can, as the little Hitler the real Henry once was. As for bringing down fire from heaven and other *magnum opus* appearances that John talks about, the holographic technology to create multiple colored images is now also highly developed. Using a confluence of monochromatic radiation sources (lasers), impressive visual images can now be created in an air reception media (just like in *Star Wars*). The technically impressive show that the world's Gremlins will one day sponsor to try and impress people world wide -- *that their little imp is worth admiring* -- will actually have been rehearsed in a studio first, before being brought for on some world exhibition stage the Gremlins will create. [See the 13th chapter of *Revelation*].

One of the dominate themes of this Letter is *individual responsibility*, and correlative to that, it is my proposition that Gremlins can actually never succeed in forcing deception on others. The reason why is because deception has to be first created, then conveyed, and then accepted by others -- then only can deception succeed. Deception can only find fertility in a human mind to the extent that mind is receptive to it; similarly, in a sense, it actually takes two people to manufacture a successful lie: The first to utter the lie, and the second to accept it as such. [return]

**[5]** *Prima Facie Evidence* is Evidence that is good and sufficient on its face. *Prima Facie* differs from *Conclusive Evidence* in the sense that *Prima Facie Evidence* may be contradicted or attacked by other Evidence, whereas *Conclusive Evidence* is not open to such an attack. If left unexplained or unchallenged, *Prima Facie Evidence* is deemed to be of sufficient merit to sustain a judgment in favor of the issue at hand that it is supporting. Both *Prima Facie* and *Conclusive Evidence* are Evidentiary Rules involving the use of *Conclusive Evidence*, which I will discuss later. [return]

**[6]** The *mens rea* is an evil state of mind that is necessarily inherent in all criminals as they knowingly go about their pre-planned work by intentionally damaging someone else.

> "Criminal liability is normally based upon the concurrence of two factors, 'an evil-meaning mind and an evil-doing hand...' ...Few areas of criminal law pose more difficulty than the proper definition of the *mens rea* required for any particular crime. [Extended discussion then follows defining what the *mens rea* is and is not]." - *United States vs. Bailey*, 444

U.S. 394, at 402 (1979) [return]

**[7]** The *corpus delecti* is the hard evidentiary "body of the crime" that is supposed to exist on the record; it is related to *due process* in the sense that it ferrets out a unique form of error. Originated as a Common Law rule by judges in our old Mother England, the Britannic judiciary had been embarrassed by having consented to execute a man for murder, when the individual believed to have been murdered later returned to the village very much alive. As a corrective result, the judiciary then required that in all capital murder cases, the prosecuting Crown has the burden of adducing satisfactory evidence that the alleged victim is actually dead (separate from, and in addition to, other evidence that the accused is guilty.) Today, the *corpus delecti* rule is very much a correct *principle of nature* for those criminal prosecutions falling under Tort Law indicia (where no contract governs the grievance); but it lies largely in slumber. It could be a test of the factual setting for the presence of hard damages on the criminal record, and as such would screen out illegitimate prosecutions where the Complainant never experienced any damages; but as our Father's Common Law has been replaced by contractual *lex*, this rule has largely faded away into atrophy. Should it ever be resuscitated, perhaps in the form of mandating Criminal Arraignment Magistrates to document either a contract or the twin Tort indicia of *mens rea/corpus delecti* on the record, as a condition for allowing the criminal prosecution to proceed on to Trial, such a procedural rule would automatically disable any Special Interest Group from succeeding in having their little penal Majoritarian *lex* forced on others in violation of both the *Republican Form of Government clause* of Article 4, and of *Principle of Nature* that replicate the thinking of Heavenly Father. All Special Interest Groups sponsored penal *lex* is always characterized by the absence of any contract or damages present in the factual setting that the defendant is being prosecuted for -- such as growing Marijuana in your backyard and gambling in your basement. There is a chilling story to be told some other time of the Special Interest Temperance sponsors of the Prohibition of the 1920's here in the United States and of their descendants, who today are heavily involved with drug smuggling, so called; as the criminalization of plants and plant derivatives that are in broad demand creates a *fabulous* Black Market to pursue Commercial enrichment in. [return]

**[8]** In a limited cognitive sense, I am also sympathetic to the position Dr. Albert Einstein was in when he first disseminated his *Theory of Relativity* in 1929 with qualifications, as he knew then that only a few people were in a position to come to grips with its contents:

> "... his latest formal document -- the new "Field Theory" on the relations between gravitation and electromagnetism -- concerning which he himself declares it is absurd to waste time to try to elucidate it for the public because 'probably not more than a dozen or so men in the world could possibly understand it'." - The *New York Times* ["Einstein Distracted by Public Curiosity; Seeks Hiding Place"], Page 1 (February 4, 1929). [return]

**[9]** *Consideration* is technically defined to be either a benefit or a detriment -- meaning that some operation of *Nature* out there in the practical setting took place.

> "Under the common law of Missouri, Consideration sufficient to support a simple contract may consist either of a detriment to the Promisee, or a benefit to the Promisor." - *In Re Windle*, 653 F.2nd 328, at 331 (1981).

> "The very essence of Consideration... is legal detriment that has been bargained for and exchanged for the promise... The two parties must have agreed and intended that the benefits each derived be the Consideration for a contract." - *Josephine Hoffa vs. Frank Fitzsimmons*, 499 F.Supp. 357, at 365 (1980).

This *Consideration Doctrine* -- this requirement that there must first be a practical operation of *Nature* prior to triggering the Law is very important, and applies across all factual settings, and not just on contracts, as I will explain by the end of this Letter. But for the purposes of this Letter, only the benefit slice of *Consideration* will be discussed. [return]

**[10]** Yes, the requirement for *Consideration* originated in the Heavens, but not so to lawyers, who begin their analysis of the Law by starting off in the wrong direction when assuming that men created the Law. Just like collegiate intellectual's conjecture that the organic history of technological innovations is the result of accidents, so too do lawyers skew their perceptions off into factually defective tangents:

> "Bargain consideration was invented for the sake of bilateral agreements and then was extended to unilateral agreements..." - Hugh Willis in *Rationale of Bargin in Consideration* in 27 Georgetown Law Journal 414, at 415 (1939).

The author then continues on with his dribblings. [return]

**[11]** See Charles Fried in *Contract as Promise* "Consideration" [Harvard

University Press, Cambridge (1981)]. [return]

**[12]** For commentary in this area of *Consideration*, see:

- James Barr Ames in *Two Theories of Consideration*, 12 Harvard Law Review 515 (1899) [discussing the relationship between Consideration and both unilateral and bilateral contracts];
- Arthur Corbin in *The Effects of Options on Consideration*, 34 Yale Law Journal 571 (1925);
- Arthur Corbin in *Non-Binding Promises as Consideration*, 26 Columbia Law Review 550 (1926);
- Joseph Beale in *Notes on Consideration*, 17 Harvard Law Review 71 (1903);
- Melvin Eisenberg in *The Principles of Consideration*, 67 Cornell Law Review 640 (1982);
- Samuel Williston in *Successive Promise of the Same Performance*, 5 Harvard Law Review 27 (1894). Samuel Williston authored several tremendous books on contract law called:

    1. *Willston on Contracts*, [Baker & Voorhis, New York (1936-1945) 9 volumes];

    2. *Cases on Engineering Contracts* ("engineering" meaning "drafting" contracts), [Little Brown, Boston (1904)];

    3. *Restatement of the Law on Contracts* [American Law Institute, St. Paul (1932)]. [return]

**[13]** "In most actions upon contracts, the Consideration 'moved' directly from the Plaintiff to the Defendant, either by way of a benefit conferred or a loss sustained, or both, and the promise sued upon was made by the Defendant directly to the Plaintiff. But occasionally the whole Consideration arises between the Defendant and some third person other than the Plaintiff, and the promise is made to such [third] person alone; and the question arises, 'Can any other person than the promisee maintain an action upon such promise, solely because he is beneficially interested in its performance?' Many cases seem to hold that he can. Is that a universal or general rule? Is not the general rule the other way? If A sends a package to B by an expressman and pays him double price upon his promise to deliver the article promptly, can B recover damages for the carrier's non-performance of that contract? ...A perfect, well-rounded contract requires not only a promise and a Consideration, but a participation by each party in both of these elements..." - Edward Bennett in *Considerations Moving From Third Persons* in 9 Harvard Law Review 233,

at 233 (1895).

As we change settings from a common everyday Commercial arrangement where merchandise is being transported back and forth, over to a juristic setting involving contracts with Government, nothing changes either -- as Consideration is deemed to have been exchanged based upon an operation of indirect third persons not a party to the contract [as I will discuss under the *Citizenship Contract* later on]. [return]

**[14]** "The term *Consideration* has been used in so many senses that anyone who employs it must define it for his own purposes anew. In using it as a title, I mean to include thereunder all acts or omissions on the part of anyone other than the promissor which, taken in connection with the promise, may be thought to afford a reason for granting a legal remedy upon its breach. So stated, the question whether Consideration exists in any given instance depends not on the character of the particular act relied upon as Consideration, but on its relation to the parties, to the promise, and to the particular remedy which is sought." - George Gardner in *An Inquiry Into the Principles of Law of Contracts*, 46 Harvard Law Review 1, at 9 (1932).

In the typical case of a simple business contract these relationships that Gardner was referring to appear to be complex at first (as George Gardner did not elucidate himself very well in that article), but they are based on very simple *Principles of Nature* everyone can understand; and when understanding these Consideration rules, the indicia of Nature which creates invisible contracts will also surface and become apparent. For example, let's say that A promises to B that if B will ship him a farm reaper, then A will pay to B $500 ten days after it is shipped. Fine. B ships the reaper, thus bring the element of Consideration into the factual setting, and so now an invisible contract is formed: How? Since it was necessary to promise $500 as an inducement to B to ship the reaper, it is reasonably inferred that B experienced an outgoing *determent* of something around $500. But as for A, he accepted a benefit (the reaper) that B first offered conditionally -- and when practical benefits were accepted by you that someone else offered conditionally (here, the benefit was conditioned upon receipt of $500 within ten days), then an invisible contract is in effect; and contracts do not now, and never did, have to be stated in writing in order to be enforceable by American Judges. [The reaper sale is explained in *Port Huron Machine Company vs. Wohlers*, 207 Iowa 826 (1929)]. [return]

**[15]** Even though no tangible *Consideration* changed hands when this successive contract was executed, the original contract did trigger an exchange of *Consideration*, an so in a sense, other successive future contracts could be deemed *addendums* to the original contract,

obtaining their life from the *Consideration* the parent contract experienced. See:

- C.C. Langdell in *Mutual Promises as a Consideration for Each Other* in 14 Harvard Law Review 496 (1900);
- Samuel Williston in *Succesive Promise of the Same Performance* in 8 Harvard Law Review 27 (1894);
- Ballantine in *Mutuality and Consideration* in 28 Harvard Law Review 121 (1914);
- *Oliphant* in *Mutuality of Obligation in Bilateral Contracts at Law* in 25 Columbia Law Review 705 (1925);
- Samuel Williston in *The Effect of One Void Promise in a Bilateral Agreement* in 25 Columbia Law Review 857 (1925);
- Corbin in *Non-Binding Promises as Consideration* in 26 Columbia Law Review 550 (1926). [return]

**[16]** Fraud vitiates the juristic vitality and destroys the legal validity of everything that it enters into:

> "Fraud destroys the validity of everything into which it enters. It affects fatally even the most solemn judgments and decrees." - *Ira Nudd vs George Burrows*, 91 U.S. 426, at 440 (1875).
>
> "There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments. There is no question that many rights originally founded in fraud become -- by lapse of time... no longer open to inquiry in the usual and ordinary method." - *United States vs. Sam Throckmorton*, 98 U.S. 61, at 64 (1878).

Notice how the lack of timeliness impairs one's ability to invoke this *Doctrine of Fraud* and successfully have contracts, documents, etc. annulled where fraud has surfaced as an element; and as we change arguments, the Principle of Timeliness (Laches) does not change, so the importance of handling *Failure of Consideration* in a timely manner as a defense line will also surface as a key important judicial indicia in deciding whether or not to award a *Failure of Consideration* judgment in your favor. [return]

**[17]** In the early 1970's, a business called Erika Incorporated had been the recipient of a train of money originating from medical claims filed with University Hospital in Birmingham, Alabama for the Blue Cross "C-Plus" payment plan. Blue Cross had been sending the money to University Hospital, who in turn sent the money to Erika. But in the Summer of 1975, University Hospital decided to terminate relations with Erika, and so Blue Cross then started paying its subscribers

directly for services rendered by Erika. Now Erika had to go through the nuisance of trying to collect money from some distant patients; this was an expensive procedure, and necessarily generated administrative headaches; and so now Erika tried to get set up with Blue Cross directly as a *provider*, now that University Hospital stopped paying Erika. In a preliminary attempt to get paid directly from Blue Cross, Erika presented some *assignments* that its customers had signed, instructing Blue Cross to pay Erika directly, but Blue Cross erected some administrative impediments. Later, Erika then asked Blue Cross for a *provider number* to return to a relationship where they get paid directly from Blue Cross, but Blue Cross refused to issue out such a *provider number*. So in the Summer of 1975, numerous letters were going back and forth between the corporate management of Erika and Blue Cross. The letters seem to indicate that Blue Cross deemed that a *provider number* for Erika really was not necessary, and that special checks could be issued out to Erika in circumvention of house rules, but things never worked out for Erika. Circumstances came to pass later where Erika is unhappy over the loss of revenue, so Erika started an action in Federal District Court, now claiming that the letters from Blue Cross stating possible circumvention of *provider number* was an offer to a contract which Erika later accepted, and therefore a contract was in effect. The Federal Judge ruled that an exchange of letters is not a contract, and that all of the offers and acceptances stated in such letters means nothing -- since *no Consideration ever changed hands*:

> "Even if the exchange of letters can somehow be construed as containing essential elements of the agreement, no contract was formed because there was no Consideration. Consideration for a promise is an act, a forbearance, or the creation, modification or destruction of a legal relation, or a return promise, bargained for and given in exchange for the promise. [Remember that *Consideration* is a hard practical operation of Nature taking place.] ... In the instant case, there was no Consideration to Blue Cross from Erika for any promise made by Blue Cross. Although legal detriment to the promisee is a valid Consideration as a benefit to the promisor, ... that Consideration must be bargained for, and in the instant case there is no evidence that the action of Erika in submitting bills in the form and manner set forth by Blue Cross and refraining from sending such bills to Blue Cross' subscribers was in any way bargained for. The Court finds that the exchange of correspondence did not form a contractual obligation on the part of Blue Cross to pay the money directly to Erika." - *Erika, Inc. vs. Blue Cross*, 496 F.Supp. 786, at 788 (1980).

I simplified the factual setting on this Case, but the essential factual elements relating to the promises written on paper, without any correlative operation of Nature (*Consideration*) is largely accurate. Here in *Erika*, just like Tax Protestors throwing Temporary Restraining Order Petitions at a new Employer, one party lost no time barreling into Federal Court demanding some perceived rights. And as is very often the case, as happened here, a third party intervenes into the factual setting [here Blue Cross], and for reasons the complaining party had little control over, damages are being experienced. With Tax Protestors, the third party intervening into their factual setting by preemptively grabbing their earnings is the IRS. By the end of this Letter, you should see quite clearly that the Law now continues to operate out in the practical setting where it always has operated before recent technological developments like paper, pens, and the like, and even general public literacy, which surfaced generally as late as the 1300's to 1600's. The Law does not operate on paper [whenever the Law is based on *Nature*]; what is written on paper is merely a *statement of the law*. Importantly, I hope you should see why. [return]

**[18]** For a presentation of the history of the bifurcation of Law into Tort and Contract going back into 1200 A.D., see C.H.S. Fifoot in *History and Sources of the Common Law, Tort and Contract*; [Stevens and Sons, London (1949)]. [return]

**[19]** Before 1933, it was common practice in the United States for various contracts to contain covenants stating that a sum set certain would be paid in Gold Coin, and so these special covenants were then called *Gold Clauses*. They would read something to the effect that "... will pay (amount) dollars in gold coin of the United States of the standard weight and fineness existing on (date of contract)..." In this way, creditors protected themselves from losses due to Government creating a monetary change in currency value. When a Joint Resolution of Congress in June of 1933 [31 U.S.C. 463] explicitly abrogated the judicial enforcement of these *Gold Clauses* in Commercial contracts, there was the usual Patriot howling, claiming that worn out Patriot argument of *unconstitutionality*; some lingering residues of which continue on down to the present time. However, long ago in the early 1800's, an American jurist with great foresight, who understood the correct relational status in effect between *commercial* contracts and the Constitution, had a few words to say about this state of affairs:

> "Nay, if the legislature should pass a law declaring, that all future contracts might be discharged by a tender of any thing, or things, besides gold and silver, there would be a great difficulty in affirming them to be unconstitutional;

> since it would become part of the stipulations of the contract." - Joseph Story in III *Commentary on the Constitution* at 248 ["Prohibitions - Contracts"] (Cambridge, 1833).

By the end of this Letter, you too should see why *Commercial* contracts are born, live and then die, in their own strata, without the Constitution offering any significant restrainment on Legislative intervention. See generally:

- *The Gold Clause*, 294 U.S. 240 (1934);
- Barry, *Gold*, 20 Virginia Law Review 263 (1934);
- Phanor Eder, *The Gold Clause Cases in Light of History*, 23 George Washington Law Review [Part 1 at Page 369 (Basic concepts of money); and Part 2 starts at Page 722 ("Debasement, Devaluation and Depreciation")] (1934);
- Russell Post and Charles Willard, *The Power of Congress to Nullify Gold Clauses*, 46 Harvard Law Review 1225 (1933); and others mentioned elsewhere in this Letter.

Although it seems momentarily pleasing to ventilate Patriot frustrations by throwing invectives at the spineless Congress for their successive continuum of enacting Rockefeller Special Interest Group legislation with the national damages created secondarily in their wake, by the end of this Letter, the true remedy will be found lying within yourself. [return]

**[20]** Quasi-contracts are just contracts. Sir Henry Maine showed the use of the adjunct *quasi* in such Roman expressions as quasi-contract (quasi ex contractu), but it is just an assignment of superfluous terminology. See a review of William Keeton's book called *Quasi-Contracts* by Everett Abbott in 10 Harvard Law Review 209 (1896). [return]

**[21]**

> "A tort is a breach of duty (other than contractual duty) which gives rise to an action for damages. That is, obviously, a merely procedural definition, of no value to the layman. The latter wants to know the nature of those breaches of duty which give rise to an action for damages. To put it briefly, there is no English Law of Tort; there is merely an English Law of Torts, i.e., a list of acts and omissions which, in certain conditions, are actionable. Any attempt to generalize further, however interesting from a speculative standpoint, would be profoundly unsafe as a practical guide." - Miles, *Digest of English Civil Law*, Book II, Page xiv

(1910).

This pitiful line of reasoning and of poorly presented facts without any guidance Principles, is what collegiate law students are taught, so we should not be too surprised to start uncovering damages that lawyers have done to our Father's Law. [return]

**[22]** "...it is a distinguishing characteristic of Torts that the duties from the violation of which they result are creatures of the law and not of peculiar agreements. As contractual duties properly have their origin in, and derive their vitality from, the assent of the parties, a breach of such duties only does not constitute a Tort." - 62 *Corpus Juris* 1091, at 1092, Section 2. [See also 86 *Corpus Juris Secundum* under "Torts -- Definition, Distinctions, and History"; 86 *Corpus Juris Secundum*, Section 2 also discusses "Torts -- Distinction From, and Relation To, Contract"]. [return]

**[23]** And they have been poorly writing cases, statutes and memoranda for a very long time:

> "The law of Edward I's reign draws no clear line between tort and contract." - Sir William Holdsworth in Volume II, *A History of English Law*, at 369 [London (1936); 18 Volumes].

But they should not have been baffled; back in the early English days of King Henry, strategies for bringing actions into court under either Tort or Contract was being fluently discussed back then:

> "[While discussing the beginnings of *assumpsit* (*assumpsit* was a court action to recover from breach of contract on simple unwritten contracts)] ...The King's Court was not very fond of contract, but it showed some interest in tort, and it is in the action of trespass that the quickest progress was made. ...The debate [back in the 1300's] makes it clear that all parties recognized that the situation was fundamentally contractual, and that it was being forced into the form of tort simply because the action of covenant could be brought only upon deed upon seal. In this particular instance, the contrast with trespass is well made, and the case is left, procedurally, at least, as a case of negligent damage to a chattel. But it must not be imagined that this is the story of the slow dawn of the idea of contract in the minds of common lawyers. They knew quite well [back then] what a covenant was, but they deliberately resorted to juggling with [the tort of] trespass because they felt unable to sustain an action of covenant without a deed." - Theodore Pluckett in *History of the Common Law*, Page 637 [Little Brown Publishers, Boston (1956); 5th Edition].

Today in 1985, lawyers will still juggle their arguments around, trying to find the most advantageous position for their client; and so applicability of Tort Law or Contract Law is still being argued down to the present day. [return]

**[24]** Even prominent American jurists have had difficulty coming to grips with the simple ideas of Tort and Contract:

> "But it must be remembered that the distinction between tort and breaches of contract, and especially between the remedies for the two, is not found ready made. It is conceivable that a procedure adapted to redress for violence was extended to other cases as they arose." - Oliver W. Holmes in *The Common Law*, at 13 [Little Brown, Boston (1881)]. [return]

**[25]** "The definition of a tort may be said to have baffled the text-book writers not so much on account of the inherent difficulty of the conception as because of the implication of the conception in questions of jurisdiction. ...Perhaps none of the text-books succeeds in introducing all of these limitations into its definition." - Lee, *Torts and Delicts*, 27 Yale Law Journal 721, at 723 (1918). [return]

**[26]** For a discussion of the recent recognition of Tort Law by lawyers, see generally, *Prosser and Keeton on Torts*, Page 1 [West Publishing (1984)]. By the time you have finished this Letter, you will see that Tort Law has been in effect long before this World ever came into existence, and long before para-legals masquerading as professionals created a privately shared monopoly, the Bar Association, in which to artificially limit new entrants and quietly pursue enhanced Commercial self-enrichment. The fact that Tort Law has only recently been recognized in American Jurisprudence since the late 1800's does not mean that Tort Law did not exist prior to such recognition -- it only means that lawyers were groping in the dark back then [and not that things have really changed that much]. [return]

**[27]** 5 *American Law Review* 341 (1871). [Violating a premier *Principle of Nature* with the baneful and stupid conclusion that factual ignorance is beneficial to you.] [return]

**[28]** Mr. Bishop was told that:

> "... if the book were written by the most eminent and prominent author that ever lived, not a dozen copies a year would be sold." - Joel Bishop in *Non-Contract Law*, Page 2 (1889). [return]

**[29]** See *Roman Law and Common Law*, at Page 18, by W.W. Buckland

[Cambridge University Press (1936)]. [return]

**[30]** This means that if you had asked me to burn down your house, you would be unsuccessful if you later tried to sue me for Tort damages -- because you had *consented*. As for bringing down a baseball bat on you, what we have here is an assault, and it is necessary to argue *consent* when assault is alleged. However, the *state of mind* of the actor in assault Tort proceedings is of interest to judges for other deeper reasons [because the *state of mind* is a behavioral point of beginning and leads to other things]:

> "As to assault, this is, perhaps, one of the kind in which the insult is more to be considered than the actual damages, though no great bodily pain is suffered by a blow on the palm of the hand, or the skirt of the coat, yet these are clearly within the legal definition of assault and battery, and among gentlemen too often induce duelling and terminate in murder." - *Respublica vs. Delongchamps*, 1 Dallas 111, at 114 (1784). [return]

**[31]** Smith, *Torts Without Particular Names*, 69 University of Pennsylvania Law Review 91 (1921). [return]

**[32]** See writers like:

- Radin in *A Speculative Inquiry in the Nature of Torts*, 21 Texas Law Review 697 (1943);
- Stone in *Touchstones of Tort Liability*, 2 Stanford Law Review 259 (1950);
- Seavey in *Cognitions on Torts* (1954) [return]

**[33]** See:

- Section 2, subsection 3, by Salmond, *Law on Torts*, 7th Edition (1928);
- Goodhart, *The Foundation of Tortious Liability*, 2 Modern Law Review 1 (1938);
- Williams, *The Foundation of Tortious Liability*, 7 Cambridge Law Journal 111 (1938);
- James, *Tort Law in Midstream: Its Challenge to the Judicial Process*, 8 Buffalo Law Review 315 (1959). [return]

**[34]** "Never did a Name so obstruct a true understanding of the Thing. To such a plight has it brought us that a favorite mode of defining a Tort is to declare merely that it is not a Contract. As if a man were to define Chemistry by pointing out that it is not Physics or Mathematics." - Wigmore, *Select Cases on the Law of Torts*, page vii

(1912). [return]

**[35]** For example:

> "If I employ a piano tuner to tune my piano and he does it badly, in fact does not really tune it, I have a claim for recovery of what I may have paid, and for damages for breach of contract, and I can resist action on the contract if I have not paid. But there is no question of tort: The duty broken was created by the contract. If, however, he not only fails to tune the piano, but in the course of his operations breaks some of the hammers, the case is altered. If he breaks the hammers negligently, I can sue him for the damage either in contract or in tort; if intentionally, then I can sue him in tort or (probably) in contract." - W.W. Buckland in *Roman Law and Common Law*, ["Tort and Contract"] at page 273 [Cambridge University Press (1936)]. [return]

**[36]** In response to grievances arising out of fractured and insufficient contracts, judges sometimes create legal fictions to deal with these voids that the particular contracts were silent on; such fictions are the *Doctrine of Impled Conditions* and the *Doctrine of Presumed Intent* [see Farnsworth in *Disputes over Omission in Contract*, 68 Columbia Law Review 860 (1968)]. Since the contract does not specify rights and duties, a limited slice of Tort Law reasoning enters into the Court's judgment, and so now Tort questions of *Fairness* are then entertained by the Judge, under these special limited circumstances (but remember, Judges are merely filling voids that were left unsaid by the contract -- so there is no derogation of our Father's Law when such limited slices Tort are allowed to intervene into what started out as a Contract Law grievance).

In other cases, sometimes there are unallocated benefits or losses coming out of contracts, because quite frequently the contract did not provide for them [see Schwartz in *Sales Law and Inflation*, 50 Southern California Law Review 1, at 8 to 10 (1976), discussing that if the parties have assumed the risk of inflation within certain boundaries, then the consequences of inflation experienced outside the specified boundaries of the contract is to be distributed pursuant to the *fairness* of judicial discretion]. Since the contract is silent on the effect of high inflation occurring outside of its boundaries, Tort Law reasoning of fairness and unfairness is then allowed to properly enter into the picture for this limited reason. Another area of Tort Law reasoning making its appearance to fill areas of voids in contracts comes when contract grievances are brought into Courts arguing that the *Uniform Commercial Code* Section 2-615 now allows them to weasel out of their contract for some reason [see Hurst in *Freedom of*

*Contract in an Unstable Economy: Judicial Reallocation of Contractual Risks Under UCC 2-615* in 54 North Carolina Law Review 545 (1976)]. UCC Section 2-615 ["Excuse By Failure of Presupported Conditions"] allows parties in contracts to try and weasel their way out of the contract because some excusable circumstances came to pass; when such a contract termination is presented before a Judge, factors considered in the Judge's mind also center largely around Tort Law arguments of fairness -- but only because the contract is silent, and where contracts are silent, Contract Law yields to Tort Law arguments of fairness and unfairness [see *Fairness and Utility in Tort Theory* by George Fletcher, 85 Harvard Law Review 537 (1972)]. [return]

**[37]** 770 F.2nd 7 (1985). [return]

**[38]** Meaning that some merchandise was first purchased under contract, and then evidence of a manufacturing defect surfaced later on, so now Tort Law claims were thrown back at the manufacturer (claims for damages can be enlarged under Tort Law, since Tort Law is a free-wheeling jurisdiction; claims for damages under Contract Law are restricted to the content of the contract, as in *Breach of Contract*). [return]

**[39]** *Butler vs. Pittway Corporation*, id., at 9. [return]

**[40]** Other summary articles discussing the necessary distinctions in effect between Tort and Contract are:

- *The Past of Promise* by E.A. Farnsworth, 69 Columbia Law Review 576;
- *Contract Damages* by W.R. Purdue, 46 Yale Law Journal 52 to 96 (1936-37). [return]

**[41]** Unfairness, and all of its correlative arguments, are Tort Law arguments and have no place whatsoever in the settlement of grievances falling under Contract Law Jurisprudence:

> "Since the relationship between the United States and petitioner is based on commercial contract, there is no basis for a claim of unfairness in this result." - *Stencel Aero vs. United States*, 431 U.S. 666, at 674 (1976).

Commentators have pointed out the fact that Tort Law is primarily fairness oriented. See:

- Epstein in *Defenses and Subsequent Pleas in a System of Strict Liability*, 3 Journal of Legal Studies 165 (1974);
- Epstein in *A Theoryof Strict Liability* in 2 Journal of Legal Studies 151 (1971);

- James Henderson in *Process Constraints in Tort*, 67 Cornell Law Review 901 (1982). [return]

**[42]** Questions of *Fairness and Unfairness* are questions reserved for grievances that fall under Tort -- a concept commentators note over and over again:

> "...Tort theory has served to explain and to justify the changing notions of fairness... that are captured by the kaleidoscope of tortious events." - William Rodgers in *Negligence Reconsidered: The Role of Rationality in Tort Theory*, 54 Southern California Law Review 1, at 1 (November, 1980).

When contracts are in effect, questions of fairness are not relevant -- because only the content of the contract is relevant. [return]

**[43]** The case I am referring to is *Kelly vs. Donald Gwinnell*, 476 A.2nd 1219 (1984). For Commentary, see:

- Paul Verardi in *Social Host Liability*, 23 Duquesne Law Review 1307 (1985);
- Maura Mahon in *Imposing Third Party Liability on Social Hosts*, in 5 Pace Law Review 809 (1985);
- Case Notes in *Torts - Negligence -- social hosts who serve liquor to a visibly intocicated adult guest, knowing thereafter the guest will drive and automobile may be held liable*, in 89 Dickerson Law Review 537 (1985).

As the ripple effect of Tort Law liability attachment ascends up the ladder to reach third persons seemingly not involved with the heated grievance, then so too do distant and removed Employers get held for similar attachments of Tort liability, just like Social Hosts [see Mark Gutis in *Expanding Third Party Liability for Failure to Control the Intoxicated Employee Who Drives*, 18 Connecticut Law Review 155 (1985); the Case Mark Gutis refers to in his Law Review article is *Otis Engineering Corporation vs. Clark*, 668 S.W.2nd 307 (Texas, 1983). This legal reasoning is largely just an extension of the liability that has always been in place regarding the liability of the Principle for the Torts of his Agents, when those Torts were done without the knowledge or authority of the Principle [see William Vance in *Liability for the Unauthorized Torts of Agents* in 4 Michigan Law Review 199 (1904)]. [return]

**[44]** If a music store sold you a piano and agreed to have it delivered before 6pm tonight, and the piano does not get delivered when you need it, do you think you can ask for simple breach of contract damages, plus compound the requested damages relief asked for in a Court to

compensate you for the *psychic injuries* that you experienced because of the embarrassment and humiliation you suffered before the eyes of your party guests that evening, as the partying went on without that piano being there? Such a request for equitable relief in your Complaint for Breach of Contract is patently ridiculous -- however, you need to know why: Because when contracts are in effect (the purchase and correlative expected delivery of the piano was very much a contract), then only the content of the contract will be addressed and considered by the Judge when a grievance arises. If you want to get supplemental secondary damages (called *consequential damages* by lawyers) because of the lack of timeliness in the delivery of the piano, then you need to get the other party to agree to pay such damages on their default, in advance, within the body of the contract; then a Court can address your claims of secondary damages [because then your claim falls within the content of the contract]. The question of demanding something as indefinite, vague and arbitrary as *psychic damages* is a question that belongs in the free-wheeling world of Tort Law, where such indefinite questions of fairness and unfairness have their home:

> "The primary root of legal liability through psychic causes can be traced back to the year 1349 to a tort action which recognized a liability for assault without [any] physical touching under the *Writ of Trespass*." - Harold McNiece in *Psychic Injury and Tort Liability in New York*, 24 Saint John's Law Review 1, at 3 (1949).

Harold McNiece then spends the rest of the article talking about the difficulty a court has in assigning a set sum of money as relief compensation for something as vague and indefinite as perceived *psychic damages:*

> "The problem of tort liability where a mental injury is involved has troubled the courts for a great many years, and even at present no consistent pattern of liability rules exist. When injuries and causes of injuries leave the realm of the tangible world and enter the uncharted areas of the mind, courts understandably have difficulty in establishing principles of law calculated to assure substantial justice. In the psychic injury field, Mr. Justice Douglas' observation, though made in another connection, seems to be of peculiar pertinence:
>
> "But there are few areas of the law in black and white. The grays are dominant and even among them the shades are innumerable. For the eternal problem of the law is one of making accommodations between conflicting interests. This is

> why most legal problems end as questions of degree [quoted from *Estin vs. Estin*, 334 U.S. 541, at 545 (1948)]." - Harold McNiece, id., at 1.

By the end of this Letter, you will see very well the real deep reasons why the bifurcation of our Father's Law into Tort and Contract is an important *Principle of Nature* that originated -- not with "some Commie Federal Judge throwin' Patriots in jail" -- but in the mind of Heavenly Father who created that abstraction Judges now call *Nature*. [return]

**[45]** This is a contributing reason why it is so difficult for people to get Title 42, Section 1983 Civil Rights relief, unless both hard damages and special circumstances are present in the factual setting, because under normal circumstances, the Sheriff is largely immune from further retort since he operates in the retort cycle of Justice. [But that is another Letter.] In order for a Federal Civil Rights Case to prevail, the elements of unjustified, exceptional, and pathetic circumstances must be present in the factual setting to trigger Federal relief -- and then when the relief is granted, the Judiciary is really not interested in enriching you as much as they are interested in awarding damage money to preventively restrain the recurrence of unreasonable police Tortfeasance in the future:

> "Remedies for constitutional wrongs, like other legal remedies, chiefly involve measures either to prevent or terminate the wrong or to redress the harm caused by past unconstitutional [police] conduct." - Professor Sager, as quoted by Bruce Miller in *Inderinclusive Statutes*, 20 Harvard Civil Rights -- Civil Liberties Law Review 79, at 112 [footnote 145] (1985). [return]

**[46]** Yes, we very much have a Heavenly Father:

> "If our Father and God should be disposed to walk through one of these aisles, we should not know of him from one of the congregation. You would see a man, and that is all you would know about Him; you would merely know Him as a stranger from some neighboring city or country. This is the character of Him who we worship and acknowledge as our Father and God... He is our Heavenly Father..." - Brigham Young, President of the Mormon Church, in remarks delivered in the Tabernacle, Salt Lake City, January 8, 1865. 11 *Journal of Discourses* 39, at 40 [London (1867)].

And we are quite similar to our Father in many ways:

> "If we believe there is any truth in the writings of Moses,

> the Patriarchs, Prophets and Apostles, and the teachings of Jesus, if we would indeed be consistent Christians and receive the writings of the fathers, and believe what was said unto them, we must believe that man is made in the image of God, and consequently that we are of the species of the gods. However child-like and feeble we are in this condition of mortality, we are nevertheless descended from the gods, made in their image and after their likeness." - Erastus Snow, in a discourse in Salt Lake City, January 20, 1878; 19 *Journal of Discourses* 322, at 323 [London (1878)].

[The *Journal of Discourses* is a large collection of instructional pronouncements by early Mormon Church authorities that was published over a number of years in London, England. This Letter contains many quotations from the *Journal*, and since these are transcripts of speakers, I made nominal changes in punctuation, capitalization, and spelling that I deemed provident under the circumstances; in so doing, there was no derogation of the original idea and meaning expressed by the speaker. Please check original citations before requoting.] [return]

**[47]** "I will go back to the beginning, before the world was, to show what kind of a being God is... God himself was once as we are now, and is an exalted Man, and sits enthroned in yonder Heavens. That is the great secret. If the veil was rent today, and the great God who holds this world in its orbit, and who upholds all worlds and all things by his power, was to make himself visible -- I say, if you were to see him today, you would see him like a man in form -- like yourselves, in all the person, image, and very form as a man; for Adam was created in the very fashion, image, and likeness of God, and received instructions from, and walked, talked, and conversed with him, as one man talks and converses with another. ...God himself, the Father of us all, dwelt on an Earth the same as Jesus Christ himself did. [Our Heavenly Father when through his Second Estate with his Father and has his Father to answer to, and so on back up the line]." - Joseph Smith, President of the Mormon Church, in remarks delivered at a Conference in Nauvoo, Illinois, on April 6, 1844; 6 *Journal of Discourses* 1, at 3 [London (1859)]. [return]

**[48]** "The whole object of the creation of this world is to exalt the intelligences that are placed on it, that they may live, endure, and increase for ever and ever...

> "The lord created you and me for the purpose of becoming Gods like himself; [and this will happen after] we have been proved in our present capacity, and have been faithful in all things he puts into our possession [namely Contracts]...

> "Mankind [is] organized of elements designed to endure to all eternity; it never had a beginning, and never can have an end. There never was a time when this matter [our Spirits], of which you and I are composed, was not in existence, and there never can be a time when it will pass out of existence; it cannot be annihilated. [This matter] is brought together, organized, and capacitated to receive knowledge and intelligence, to be enthroned in glory, to be made angels, Gods -- beings who will hold control over the elements and have power by their word to command the creation and redemption of worlds, or to extinguish suns by their breath, and disorganize worlds, hurling back into their chaotic state. This is what you and I are created for... We are organized for the express purpose of controlling the elements, of organizing and disorganizing, of ruling over kingdoms, principalities, and powers..." - Brigham Young in multiple discourses; 7 *Journal of Discourses* 290; 3 *Journal of Discourses* 93; and 3 *Journal of Discourses* 356 (1856 to 1860).

So much for those collegiate *intelligentsia* clowns, propagating intricate theories of evolution on American campuses; like Tax Protestors flirting with Tort Law rationalizations in summary Contract enforcement proceedings, the individuals damaged by intellectuals with their factual error are largely themselves (as others can only be damaged by deception to the extent that such a deceptive skew is wanted and accepted). And this remains true even though a large number of people, and even Congressmen, support Tax Protestors; and a large number of people with impressive worldly credentials also support evolution (after all, "It's been accepted as scientific fact"). Yes, factual verities do march on independent of any acceptance, rejection, or comprehension of them by anyone.

...The word *intelligentsia*, of a Russian origin, has spread world wide, and means generally those members of the educated class or informed people who were criticizing institutions and pushing theories around. In Russia, there were philosophically illicit political overtones semantically associated with the characterization *intelligentsia*:

> "The concept of *intelligentsia* must not be confused with the notion of *intellectuals*. Its members thought of themselves as united by something more than mere interest in ideas; they conceived of themselves as being a dedicated order, almost a secular priesthood, devoted to the spreading of a specific attitude to life, something like a gospel. ...they invented

> social criticism." - Isiah Berlin in *Russian Thinkers* ["Birth of the Russian Intelligentsia"], at 117 [Viking Press, New York (1978); sentences quoted out of order]

For our purposes, a member of the American *intelligentsia* is also an *intellectual*, bristling with theories, who pushes and propagates popular theorems and notions they believe that the world wants to hear, while tossing aside countermanding factual information that negates the theory's veracity. Occasionally, I will throw a spicy little invective at *intelligentsia intellectuals* by supplementally characterizing them as *clowns* -- a somewhat strong characterization, but nevertheless appropriate when used. Gremlins, too, have also found the use of this word attractive:

> "Fahun, the foreign minister, had been adamant, but now Sadat overruled both Fahun and himself -- and accepted Henry Kissinger's proposition... it was at that moment that Kissinger decided he was dealing, not with a clown, but with a statesman." - "How Henry Kissinger Did It," an advertisement in *Foreign Affairs Magazine*, page A29 [Council on Foreign Relations, New York (April, 1976)].

Due to the strong contrasting semantic differential *clowns* creates, it neatly wraps up into one word what would have been several paragraphs of negative commentary discussing the absence of both competence and intellectual prowess. [return]

**[49]** In such administrative enforcement proceedings under grievances arising out of privileges and contracts that Congress created, Federal Judges are acting *Ministerially* as a Legislative Court, functioning as an extension of the agency for the King, and not *Judicially* as an Article III Court acting like neutral and disinterested Referees calling the shots as umpires between adversaries; and so some steps taken by the Judge acting *Ministerially*, to shorten the proceedings or otherwise silence the Defendant when irrelevant subject matter is being discussed, are largely non-reversible on appeal. In *Northern Pipeline vs. Marathon Pipeline* [458 U.S. 50 (1982)], the Supreme Court ruled that Congress can create non-Article III *Legislative Courts* in three areas: Territorial Courts, Military Courts Martial, and in disputes involving privileges that Congress created in the first place [*Marathon*, id., at pages 64 et seq.]. Participating in that closed private domain of King's Commerce is very much accepting and benefiting from a privilege created by Congress. [return]

**[50]** Throughout this Letter, the word *Tort* is a multiple entente, and may mean either its general public semantic understanding of just plain damages, or of Tort Law Jurisprudence which generally circulates

around both damages as a center of gravity and correlative retort immunization reasoning. [return]

**[51]** The word *genius* is deemed by some to be a strong characterization whose presentment should be sparingly used.

> "Genius is a word that ought to be reserved for the rarest of gifts." - Justice Felix Frankfurter, in *Marconi Wireless vs. United States*, 320 U.S. 1, at 62 (1942).

On the day President Nixon announced on behalf of Nelson Rockefeller that Warren Burger was going to be nominated to be the new Chief Justice of the United States, President Nixon stated that in filing vacancies on the Supreme Court, he would look for those judges who would follow in the tradition of Felix Frankfurter.

*Question*: Who is Felix Frankfurter?

Born in 1882 in Vienna, Austria, Felix Frankfurter emigrated to the United States with his family. Three previous generations of European Frankfurters were jewish rabbis; Felix's dad had studied for the rabbinate, but he pursued commercial interests here in the United States while his son Felix went to Harvard University to study Law. Felix stayed in Cambridge afterwards generally to teach Law, although he took short stints to New York City and Washington. Nominated to the United States Supreme Court by FDR in 1939, Felix Frankfurter was one of the most intellectually strong and intense, high-powered Spirits that was ever brought forth into this Estate -- and I admire him so much for his impressive calibre. Merely reading his Supreme Court rulings is a stretching exercise in intellectual gymnastics, as he compressed a well-blended train of ideas into a single sentence and selected an organically enlarging succession of words and phrases to swirl around his justifications and elucidations on both peripheral ideas and concepts turning on a central axis. Yes, Felix Frankfurter was very much a man of great and tremendous ability, operating on a slice of rare gifted genius so exalted in stature that he left all others biting the dust behind him -- but here is where I stop throwing accolades at Felix Frankfurter: Because Felix Frankfurter was a Gremlin.

...In April of 1913, that fateful year again, there was held a little known *Conference on Legal and Social Philosophy*; organized largely by Harold Laski, Felix Frankfurter, and his close friend Morris Cohen, the *Conference* was chaired by John Dewey; Keynote Speaker was Roscoe Pound, Dean of the Harvard Law School. Out of that *Conference* held in 1913, wrote Felix Cohen [son of Morris Cohen]:

> "...much of the social and philosophical consciousness of

> modern American jurisprudence derives."

Felix Frankfurter was an admirer of imp Roscoe Pound, and openly propounded the redirection of American jurisprudence into what Felix Frankfurter called *Sociological Jurisprudence* (meaning in a sense, that Law was going to be now determined by the social needs of the community, and those old worn out relics of fixed Property Rights, Common Law rules, hard Constitutional pronouncements and the like that are difficult for Gremlins to massage, are just not anything that we need to be concerned with anymore). In 1913, Felix Frankfurter talked about a "great job" that would have to be done on American Law, stating that:

> "That it has to be done -- to evolve a constructive jurisprudence going hand in hand with the pretty thorough going overturning that we are in for."

Felix Frankfurter admired Gremlin economist John Maynard Keynes and actually accepted his doctrines; Felix expressed recurring high remarks for a "socially sound taxing system" of high estate and income taxes; and while teaching at Harvard, he taught his students that:

> "The Constitution is not a fixed body of truth, but a mode of social adjustment."

President Teddy Roosevelt once sent a letter to a newspaper in Boston attacking Felix Frankfurter for his Bolshevik orientation and sympathy, and came down on Felix for the assistance he was giving to Communists -- but an attack on Felix Frankfurter through Teddy Roosevelt is not necessary to see the imp in Felix Frankfurter (scan Felix's personal correspondence in *The Brandeis--Frankfurter Connection* by Bruce Murphy [Oxford University Press, New York (1982)]. Yes, Felix Frankfurter was a Gremlin; he taught their doctrines, he admired their philosophy (damaging others through the instrument of taxation never bothered Felix at all), he attended their conferences, he spoke at their forums, he offered to them his assistance, he expressed sympathy at any difficult position they would be in, and he also created the model image of an imp Jurist that the Gremlins wanted so much for emulation by others. This brief sketch was extracted largely from:

- Mike Parrish in *Felix Frankfurter and His Times* [The Free Press, New York (1982)];
- Helen Thomas in *Felix Frankfurter -- Scholar on the Bench* [John Hopkins Press (1960)];
- Leonard Baker in *Brandeis & Frankfurter: A Dual Biography*[Harper and Row, New York (1984)];

- Nelson Dawson in *Louis Brandeis, Felix Frankfurter and the New Deal* [Archon Books, Hamden, Connecticut (1980)];
- Joseph Lash in *From the Diaries of Felix Frankfurter* [WW Norton & Company, New York (1975)];
- Wallace Mendelson in *Felix Frankfurter: A Tribute* [Respnal & Company, New York (1964)];
- H.N. Hirsch in *The Egnima of Felix Frankfurter* [Basic Books, New York (1981)];
- Phillip Kurland in *Mr. Justice Frankfurter and the Constitution* [University of Chicago Press, Chicago (1971)];
- Melvin Urofsky in *The Brandeis--Frankfurter Conversations* [Supreme Court Review (1985), at 299 (University of Chicago Press)].

This is the same Gremlin that Richard Nixon was once told to say something nice about, and this is the same little high-powered Gremlin I will be quoting throughout this Letter. [return]

**[52]** Throughout this Letter there are numerous examples cited of invisible Contracts and invisible Principles in effect that are latent and difficult to see; although the consequences for violating the Principles and Contracts are also invisible initially, yet their latent nature remains elusive and invisible only for a short while. Eventually, there is a hard accounting coming due on all Principles that are violated, and so when Judges throw their corrective snortations at improvident defense arguments, they are actually your friends -- even though their status of such also remains invisible. Anything that even vaguely replicates a corrective presentation of error is to our benefit in the advance similitude of the Last Day it creates for us. In the Armen Condo Letter, I quoted United Supreme Court Justice Felix Frankfurter on the advisory statement he made that yes, equity is brutal -- but that Judges are merely enforcing contracts [so the remedy for the problem actually lies within ourselves]. And just as invisible Contracts sometimes get us into difficult positions, so too do invisible Principles get invoked by Judges to correctively retort improvident positions being taken by parties. For example, when a Judge invokes *Judicial Estoppel* against you, he is actually invoking an invisible *Principle of Nature* to operate to your advantage, by preventing you from defiling yourself. [I will discuss *Judicial Estoppel* later on.] When Judges invoke this *Doctrine of Judicial Estoppel*, the appearance created on the floor of the Courtroom is that:

> "The rule is a harsh and rigid one which deprives a litigant of the right to assert a claim." - *United States vs Certain Land*, 225 F.Supp. 338, at 342 (1964).

Like the appearance created that Judges are Fifth Column Commies by greasing the procedural skids of a Tax Protestor into a Federal Cage as they merely enforce invisible taxation contracts in effect; Federal Judges know that the enforcement of invisible *Principles of Nature* on the floor of their Courtroom also creates the image that the rulings are harsh, unnecessarily rigid, and patently unfair. But the Judge is merely invoking *Principle of Nature* that the defendant has no knowledge of. So the seminal point of correction lies within ourselves; and to uncover the existence of invisible Contracts and invisible *Principle of Nature* in effect is to uncover our Heavenly Father who created that abstraction that Judges now call *Nature*. [return]

**[53]** The word *equity* is an *entente* in that it carries multiple meanings in Law, depending on the semantic context in which it is exposited. On one hand, it can mean fairness or justice, and also a "nexus relationship with benefits accepted equal to contract relational status" on the other hand. For a profile review of the jurisprudential foundations of American Equity Jurisprudence going back into the old B.C. Greek days of Aristotle, see *Equity and the Constitution*, by Gary McDowell [University of Chicago Press, Chicago (1982)]; and the several hundred citations therein. [return]

**[54]** I am aware of the distinction between a *Federal* Government and a *National* Government. A *Federal* Government can freely change itself through acts of the Legislatures, while a *National* Government can only be changed or altered by the direct popular consent of the Citizenry, and not through acts of Legislatures. The United States Constitution is a composite hybrid blend of the two, meaning that it possesses limited grants of *National* power and limited grants of *Federal* power. For this Letter, that distinction will be abated and addressed later. [return]

**[55]** "Take away Covenants, and you disable Men from being useful and assistant to each other... We therefore esteem it a most Sacred command of the Law of Nature, and what guides and governs, not only the whole method and order, but the whole grace and ornament of Human Life, that every man keep his faith, or which amounts to the same, that he fulfill his Contracts, and discharge his promises." - Samuel de Puffendorf, *The Law of Nature and of Nations* (1729); (Translated from the French by Basil Kennett.) [return]

**[56]** And *Commercial Contract* means a full recourse contract that will be enforced before a Judge, and you are up against asset seizure and incarceration on your default, unless explicitly waived by the other party. By the end of this Letter, you will see just what you are really in for, when entering into a so-called *Commercial Contract*.

Don't be fooled by those nice pleasant smiles, those oh so friendly salesmen on the floor -- they are out for your money, and they are going to use the guns and cages of the State to finish getting what they want: Your money. [return]

**[57]** Yes, Heavenly Father created our Jurisprudence, a fact which when given some thought is so obvious that even private legal commentators remark on it occasionally:

> "Law, whose seat is in the bosom of God..." - Morgan & Maguire in *Looking Backwards and Forwards at Evidence*, 50 Harvard Law Review 909, at 910 (1937). [return]

**[58]** "History shows that financial power and political power eventually merge and unite to do their work together... The federal bureaucracy at the present time is effectively under the control of the corporate and moneyed interests of the nation." - Supreme Court Justice William Douglas as quoted by Bob Woodward and Scott Armstrong in *The Brethren*, page 399 [Simon & Schuster, New York (1979)]. [return]

Please be advised that the mere mentioning of *The Brethren* does not constitute an endorsement of that book, as that was a very tacky and childish book for two CIA agents to have written.

**[59]** "How many Gods there are, I do not know. But there never was a time when there were not Gods and worlds, and when men were not passing through the same ordeals that we are now passing through. That course has been from all eternity, and it is and will be to all eternity. You cannot comprehend this, but when you can, it will be to you a matter of great consolation. It appears ridiculous to the world, under their darkened and erroneous traditions, that God has once been a finite being... He has passed on, and is exalted far beyond what we can now comprehend." [Our Heavenly Father had his Father, and so on back up the line; there never was a time when this line of progression from son to father to son was not in effect]. - Brigham Young, in a discourse at the Tabernacle, Salt Lake City on October 8, 1859; 7 *Journal of Discourses* 331, at 333 to 334 [London (1860)]. [return]

**[60]** There are several layers of Contracts available down here beyond the introductory Contract of Baptism. They become increasingly difficult to administer, not because they are inherently difficult in themselves, but because you will be placed under tremendous pressure by the Adversary to either be in default or otherwise infract the Contract, and unfortunately Lucifer and his army of hardworking imps know exactly what they are doing, as they go about their work trying to run folks into the ground. [return]

**[61]** For example, the July 1985 issue of *American Atheist* is quite political with extensive negative commentary on the Federal Judiciary of the United States. When religion itself is addressed as a subject matter, rather than talking about a specific Spiritual event they cannot refute (such as the many personal appearances of Jesus Christ Himself going on today in the United States), they back off and take a lighter, safer road: By badmouthing the institution of religion in general:

> "All religions come from man's absurd egocentricity, from his planetary xenophobia, from his arrogant sense of being the center of things." - *American Atheist*, id., at page 20.

Beginning with the unreality and limited factual knowledge that they do, by travelling down the wrong tangent, *American Atheists* have no choice but to exercise one defective judgment after another in order to support multiple erroneous successive conclusions predicated upon their seminal factual assumptions. To begin a correct initial point of beginning, we will enlarge the initial factual setting assessed, and enter into evidentiary consideration of *First Person* eye witness evidence that operates to countermand and overrule all of their internal conclusions that God does not exist: As there are, in fact, people now living, here in the United States of 1985, who have seen and conversed with Jesus Christ, face to face, just as one man speaks to another. *American Atheists* are in the same ecclesiastical posture that Gremlin Nikolai Lenin was once in, who once stated quite flatly:

> "Every religious idea, every idea of God, even flirting with the idea of God, is unutterable vileness... of the most dangerous kind, 'contagion' of the most abominable kind [*contagion* means a contagious disease]. Millions of sins, filthy deeds, acts of violence [Lenin should be *the last one* to talk] and physical contagions... are far less dangerous than the subtle, spiritual idea of God decked out in the smartest 'ideological' costumes... Every defense or justification of God, even the most refined, the best intentioned, is a justification of reaction." - Gremlin Nikolai Lenin [after he changed his name for the fourth time], in his frequently quoted Letter to Maxim Gorky, November 13, 1913.

Nikolai Lenin seems to be quite irritated at the mere mentioning of the possible existence of a Supreme Being -- as well he should. As I will discuss later, Nikolai Lenin was among those who were also thoroughly irritated at Father back in the First Estate, and his being brought forth into this Second Estate did not alter his personality or *modus operandi*. Today, Heathens and Tax Protestors share a common

attribute with Gremlins in that they do not want the responsibility weighing on them that is always associated with knowledge of error; and the error of Tax Protestors is their continued defilement under contracts that were once invisible to them. [return]

**[62]** Brigham Young, in multiple discourses: 8 *Journal of Discourses* 64, at 67, et seq., to 10 *Journal of Discourses* 192. [return]

**[63]** "Making covenants with his people and with individuals has always been one of the principle ways in which the Lord deals with them. The scriptures tell us that he made covenants with Adam, with Noah, with Enoch, Melchizedek, Abraham, and others and that he also made covenants with Israel of old, with the Jaredites, and with the Nephites. Surely [we] are a blessed people, because in a similar way the Lord has made covenants with us individually and collectively." - El Ray Christiansen, in *Conference Reports*, October, 1972, pages 43 to 44.

[*Conference Reports* are the transcripts of what is called *General Conference* proceedings of the Mormon Church, which are held twice annually in Salt Lake City. This event called *General Conference* is when prominent *General Authorities* come forth out into the open in successive speaking appearances, and present their views on subjects that interest them. The Conference is now televised, and transcripts are issued]. [return]

**[64]** That I am aware of, the root word *Conenant* occurs 303 times in the Old and New Testaments alone. When I opened a spot at random, I uncovered a statement by Ezekiel:

> "I bound myself by oath, I made a covenant with you... and you became mine." - *Ezekiel* 16:8

In Hebrew, *Ezekiel* means the "strength of God", which is a well chosen name for this man who lived in Babylonia in the 500 BC era. Commentators have associated Ezekiel with the elevated stature of Isaiah and Jeremiah, and for good reasons. The circumstances surrounding Ezekiel's Calling are described in Chapter 1, and his Celestial Commission follows in Chapters 2 and 3. What we know today as the *Book of Ezekiel* has been divided into 47 Chapters and is grouped largely around four dominate themes. The *Book of Ezekiel* is almost devoid of biographical and personal details; it was known that Ezekiel had been a Priest, was one of the first deportees to Babylonia [after Babylon had gone to the dogs], and had lived there in a refugee community at Tel-Abib on the River Chebar, which was a large irrigation canal leading from the Euphrates on the north side of Babylon. The only reference to his family is that the death of his

wife on the eve of the fall of Jerusalem was for him a small personal symbol of the larger national disaster that had befallen Babylon. Ezekiel was very much in tune with the Celestial order of things: The vision he once had of the throne chariot of Jesus Christ is one of the most impressive pictures of the Glory and Celestial Majesty of Deity to be found anywhere in the Old Testament; and he also repetitively talks about *covenants* 17 times over (a man does not harp on the same subject matter over and over again without there being special significance and deeper importance to it). [return]

**[65]** For example, an attempt by CIA agent Frank Snepp to use the First Amendment to try and weasel his way out of one of the individual covenants within his larger *commercial* Employment Contract with the CIA that he had previously entered into, was correctly rebuffed by the Supreme Court in *Frank Snepp vs. United States*, 444 U.S. 507 (1979). [return]

**[66]** See generally, Louis Hammon in *Covenants as Quasi-Contracts* in 2 Michigan Law Review 106 (1903). [return]

**[67]** Joseph Fielding Smith, in *Conference Reports* ["Gospel Covenants"], page 70 (October, 1970). [return]

**[68]** "A covenant is an agreement between two or more parties. An oath is a sworn attestation to the inviolability of the promises in the agreement. In the covenant of Priesthood the parties are the Father and the receiver of the Priesthood. Each party to the covenant undertakes certain obligations." - Marion G. Romney in *Conference Reports*, page 17 (April, 1976). [return]

**[69]** "I will therefore put you in remembrance, though you once knew this before... [that there were] angels that kept not their First Estate,..." - A Letter from Jude in *Jude* 1:5 to 6. [return]

**[70]** "When a man goes to sleep at night he forgets the doings of the day. Sometimes a partial glimpse of them will disturb his slumbers; but sleep is the general thing, and especially sound sleep, throws out of memory everything pertaining the past; but when we awake in the morning, with the wakefulness returns a vivid recollection of our past history and doings. So it will be when we come up into the presence of Father and God in the mansion whence we emigrated to this world. When we get there we will behold the face of our Father, the face of our Mother, for we were begotten there the same as we were begotten here..." - Orson Pratt, in a discourse delivered in the Tabernacle, Salt Lake City, August 20, 1871; 14 *Journal of Discourses* 233, at 241 [London (1872)]. [return]

**[71]** "We will refer now to the [38th] Chapter of Job, to show that there were Sons of God before this world was made. The Lord asked Job a question in relation to his pre-existence, saying,

> 'Where was thou when I laid the cornerstone of the Earth?'
>
> "Where were you, Job, when all the Morning Stars sang together, and all the sons of God shouted for joy; when the nucleus of this creation was commenced? If Job had been indoctrinated into all the mysteries of modern religionists, he would have answered this question by saying,
>
> 'Lord, why do you ask me such a question? I had no existence at that time.'
>
> "But the very question implies a previous existence of Job, but he had forgotten where he [had been], and the Lord put the question as though he did exist, showing to him in the declaration, that, when he laid the cornerstone of the Earth, there were a great many sons of God there, and that they all shouted for joy. Who were these sons of God?... They were Jesus, the elder brother, and all the family that have come from that day until now -- millions on millions -- and all who will come hereafter, and take tabernacles of flesh and bones until the closing up scene of this creation." - Orson Pratt, in a discourse delivered in the 14th Ward Assembly Rooms, December 15, 1872; 15 *Journal of Discourses* 241, at 246 [London (1873)].

Discourse then continues into a protracted discussion as to why we, as the sons of God back then, shouted for joy, at that time. This fellow Job that Orson Pratt talks about lived in the lands of Uz, and fathered ten children; his livelihood was that of a rancher, managing at one time over ten thousand sheep, camels, oxen, and the like. The *Book of Job* occupies a unique position in the Old Testament; it stands outside all of the conventional classifications of Old Testament literature in that it is neither Law (in the sense of *The Torah*), nor is it history, and it has no parallel with the other Prophets in the Old Testament. In both literary form and general outlook, Job is different; a large part of the book may be called dialogue as people are quoted speaking back and forth to each other, but the dialogue is of a succession of elaborate protracted speeches rather than an accelerated exchange of conversation such as is often found in the narrative books. The *Book of Job* takes it place nestled along side with the great ancient Sumerian and Akkadian theodicies [meaning works dealing with the nature of Celestial Justice]. The central position of the book deals with the Question: What should the righteous man expect

to receive from the hands of God? Should he expect only good fortune, or should he also expect bad fortune? Job talks about how both contrasting types of circumstances are thrown at Saints from Father. As for himself, Job once had great prosperity, but then everything was swept away from him except his life. After being tried right down to the wire, Job had his prosperity returned to him in double. Individuals holding unrealistic understandings of Divine *modus operandi* are counselled that adverse circumstances making their appearance in our lives are not to be ruled out, and should actually be expected to surface at some point in time [see *Job* 2:10 after reading the preceding background text]; but today as has always been the case, the *nobel and great* (like Job from yesterday) are intolerant of distractions, they know what they want to hear, and when they hear the right words -- they buckle down tight and get serious, and enter into Celestial Covenants, just like Job did [see *Job* 31:1 and 41:4]. [return]

**[72]** "Our Spirits... were in the Councils of the Heavens before the foundations of the Earth were laid. We were there. We sang together with the Heavenly hosts for joy when the foundations of the Earth were laid, and when the plan of our existence upon this Earth and redemption were mapped out. We were there, we were interested, and we took part in this great preparation... We were vitally concerned in the carrying out of these great plans and purposes, we understood them, and it was for our sakes they were decreed, and are to be consummated..." - Joseph F. Smith, *Gospel Doctrine*, page 93, et seq. [Deseret Book, Salt Lake City (1939)]. [return]

**[73]** "We were there when the foundations of the Earth were laid. We were numbered among the sons of God, whom the Lord speaks of to the patriarch Job. 'Where wast thou, [speaking to Job], when I laid the cornerstone of the Earth, when all the sons of God shouted for you, and the morning stars san together?' Job, where were you at that time? He was among them, he was there, perhaps he did not remember it, any more than we do." - Orson Pratt, in a discourse on March 9, 1879; 20 *Journal of Discourses* 142, at 156 [London (1880)]. [return]

**[74]** "We believe that we are children of our parents in Heaven. That being that dwells in my tabernacle, and those beings that dwell in yours; the beings who are intelligent and possess, in embryo, all of the attributes of our Father in Heaven; the beings that reside in those earthly houses, they are the children of our Father who is in Heaven. He begat us before the foundations of this Earth were laid and before the Morning Stars sang together or the Sons of God shouted for joy when the corner stones of the Earth were laid, as is written in the sayings of the Patriarch Job." - Orson Pratt, in a discourse

delivered in the Tabernacle, Salt Lake City, August 20, 1871; 14 *Journal of Discourses* 233, at 240 [London (1872)]. [return]

**[75]** The first Covenant is the introductory Covenant of *Baptism*, and although I characterize it as being *introductory*, it nevertheless is the same identical *New and Everlasting Covenant* spoken of by the Prophets and Patriarchs of old (as I will discuss later). A great man once had a few words to say about the significance of this *Baptism Covenant*:

> "By accepting membership in the Church, through Baptism and the laying on of hands for the gift of the Holy Ghost, a person enters into a Covenant with the Lord to obey and live by all the requirements of the Gospel. The Lord's promise, conditioned upon such obedience, is the gift of Eternal Life.
>
> "What must we then think... of a Covenant where God himself is the party of the first part? Such a Covenant God has made with every one of us [as members of this Church]. He has entered into an agreement with us. If you will do all things which the Lord your God shall command you; if you will do his will, you shall have glory added upon your heads forever and ever. That is his pledge, and God keeps his Covenants and we should do the same.
>
> "How do we enter into that Covenant? Not by signing a written instrument. True. But in a most impressive manner and most authoritative manner [by conferring upon his servants down a *Grant of Celestial Jurisdiction*]. The Lord commissions his servants, bestows upon them his Priesthood and authorizes them to perform sacred ordinances, the same as if he had signed it in person. They call attention to the necessity of the following the Lord Jesus Christ and obeying his Gospel, doing all things whatsoever the Lord shall command us. That is the contract, and we enter into it in a most solemn way. What is the formality of it, if not by writing with pen and ink? It is by baptism by immersion for the remission of sins. What a wonderful and impressive formality! Could anything be more so? In baptism by immersion we symbolism both death and life, for as the Apostle Paul explains: 'We are buried with [Christ] by baptism into death' and brought forth out of the watery grave in likeness of his glorious resurrection.
>
> "This explanation of the significance of the baptismal Covenant has remained vivid in my mind for all these forty years." - Marion G. Romney in *Conference Reports* ["A Covenant Obligation"], at 129 (October, 1978). [return]

**[76]** John Widtsoe, writing in the "The Worth of Souls," in *Utah Genealogical and Historical Magazine*, October, 1934, at page 198. This statement appears in the context of a discussion of what some of the special terms of those Contracts were that Latter-Day Saints entered into with Father back then. [return]

**[77]** "... I think there is great wisdom in withholding the knowledge of our previous existence. Why? Because we could not, if we had all our pre-existent knowledge accompanying us into this world, show to our Father in the Heavens and to the Heavenly host that we would be in all things obedient; ... In order to try the children of men, there must be a degree of knowledge withheld from them, for it would be no temptation to them if they could understand from the beginning the consequences of their acts, and the nature and results of this and that temptation. But in order that we may prove ourselves before the Heavens in all things, we have to begin at the very first principles of knowledge, and be tried from knowledge to knowledge, and from grace to grace, until, like our elder brother, we finally overcome and triumph over all of our imperfections, and receive with him the same glory that he inherits, which glory he had before the world was. That is the way we as a people look upon our previous existence." - Orson Pratt, in a discourse delivered in the 14th Ward Assembly Rooms, December 15, 1872; 15 *Journal of Discourses* 241, at 245 [London (1873)]. [return]

**[78]** The writings of Abraham, while he was in Egypt, written in his own hand on papyrus. See "Book of Abraham," Chapter 3, in *Doctrine and Covenants* [meaning *Father's Doctrine and Covenants*]. Published by the Mormon Church, Salt Lake City, Utah. This is an unusual book and is also distinctively peculiar in that it is the only book in the world that has the honor of a Preface in it written by Jesus Christ himself [this Preface now appears as Section 1]. In an age when the prevailing view is that the Heavens were probably once open to Revelation a long time ago, but now are forever closed (for some unexplained reason), the publication of such a doctrinally hybrid volume such as the *Doctrine and Covenants* is as startling as well as it is unique -- because its contents are not really open to debate or argument. They require either total acceptance or total rejection -- a somewhat extreme and difficult position for a person unacquainted with them to take at first. However, the word *unique* means "standing alone" or perhaps something "different or new." In a contemporary ecclesiastical setting where a confluence of divergent religious thoughts permeate the intellectual scene, *unique* infers something that is different from generally accepted predominate views -- and so the effect of *Doctrine and Covenants* is to supply an enlarged understanding through enlarged factual presentations -- not in opposition or contradiction to other

previously recorded or circulated Revelations, but merely adding an enlarged dimension to information already at hand. Like privately circulating newsletters offering slices of factual information largely only complimentary to that which appears in the Government Billboards of the major New York City media -- the newsletter's factual presentations now creates an enlarged basis of factual knowledge for their readers to exercise judgment on, and so such additional information often leads, in turn, to end conclusions that fall outside of the generally accepted predominate contours of views that the Gremlin controlled Government Billboard major media would prefer that folks remain intellectually isolated within. Even so, be cognizant that the information in Father's *Doctrine and Covenants* only "adds a dimension" to other sources of Celestial information obtainable elsewhere, and by no means are represented as being complete in themselves; nor should they be relied upon as offering such a total and thorough picture of the Celestial scene that other important complimentary sources of information [such as that originating from our Patriarchs and Fathers of old] are improvidently tossed aside and ignored. [return]

**[79]** Numerous Christian commentators have detected that something was Divinely special about the idea of a *covenant*, and their feelings are correct -- the idea is very significant. But being deficient in factual knowledge on the First Estate where we came from, and not having other key slices of information, they never hit the nail right on the head, or even come close to it. See:

- Delbert Hillers in *Covenant: the History of a Biblical Idea* [John Hopkins Press (1969)];
- D. Mccarthy in *Treaty and Covenant; a Study in the Ancient Orient Documents*... [Pontifical Bible Institute, Rome (1963)];
- George Mendenhall in *Law and Covenant in Israel and the Ancient near East* [The Biblical Colloquium, Pittsburgh (1955)];
- George Mendenhall in *"Covenant" the Interpreter's Dictionary of the Bible* [Abingdon, New York (1962)];
- William H. Brownlee in *A Comparison of the Covenanters of the Dead Sea Scrolls with Pre-christian Jewish Sects* [The Biblical Archeologist (September, 1951)]. [return]

**[80]** "We are placed in this world measurably in the dark. We no longer see our Father face to face. While it is true that we once did; we stood in His presence, seeing as we are seen, knowing, according to our intelligence, as we are known; that curtain has dropped, we have changed our abode, we have taken upon ourselves flesh; the veil of forgetfulness intervenes between this life and that, and we are left, as [the Apostle] Paul expresses it, to "see through a glass darkly,"

to "know in part and to prophesy in part;' to see only to a limited extent, the end from the beginning. We do not comprehend things in their fullness. But we have the promise, if we will receive and live by every word that proceeds forth from the mouth of God, wisely using the intelligences, the opportunities, the advantages, and the possessions which He continually bestows upon us -- the time will come, in the eternal course of events, when our minds will be cleared from every cloud, the past will recur to memory, the future will be an open vision, and we will behold things as they are, and the past, present and future will be one eternal day, as it is in the eyes of God our Father, who knows neither past, present or future; whose course is one eternal round; who creates, who saves, redeems and glorifies the workmanship of His hands, in which He Himself is [in turn] glorified." - Orson F. Whitney, in a discourse delivered in the Tabernacle on Sunday, April 19, 1885; 26 *Journal of Discourses* 194, at 195 [London (1886)]. [return]

**[81]** And the benefits are quite substantial:

> "As our Father and God begat us, sons and daughters, so will we rise immortal, males and females, and also beget children, and, in our turn, form and create [other] worlds, and send forth our spirit children to inherit those worlds, just the same as we were sent here, and thus will the works of God continue..." - Orson Pratt, in a discourse delivered in the Tabernacle, Salt Lake City, August 20, 1871; 14 *Journal of Discourses* 233, at 242 [London (1872)]. [return]

**[82]** "We come here to live for a few days, and then we are gone again... We had an existence before we came into the world. Our spirits came here to take these tabernacles; they came to occupy them as habitations, with the understanding that all that had passed previously to our coming here should be taken away from us, that we should not know anything about it." - Brigham Young, in a discourse made at the Bowery, Salt Lake City on June 22, 1865; 3 *Journal of Discourses* 362, at 367 [London (1856)]. [return]

**[83]** "We all acknowledge that we had an existence before we were born into this world. How long before we took our departure from the realms of bliss to find our tabernacle in the flesh is unknown to us. Suffice it to say that we were sent here. We came willingly... Then if it be true that we entered into a Covenant with the powers Celestial, before we left our former homes, that we would come here and obey the voice of the Lord, through whomsoever he might speak, these powers are witnesses of the Covenant into which we entered [back then]; and it is not impossible that we signed the articles thereof with our own hands -- which articles may be retained in the archives above, to be

presented to us when we rise from the dead, and be judged out of our own mouths, according to that which was written in the books. Did we Covenant and agree that we would be subject to the authorities of Heaven placed over us? ...Did we Covenant to be subject to the authority of God in all the different relations of life -- that we would be loyal to the legitimate powers that emanate from God? I have been lead to think that such is the truth. Something whispers these things to me in this light. ...What did we agree to before we came here? If to anything, I suppose the very same things [that] we [have] agreed to since we [came] here, that are legitimate and proper." - Orson Hyde, in a discourse made in the Tabernacle on October 6, 1859 ["Sowing and Reaping -- Fulfillment of Covenants"] in 7 *Journal of Discourses 313*, at 314 [London (1860)]. [return]

**[84]** The phrase used here, *Sounding in Tort*, appears in different places throughout the Federal jurisprudential strata of the United States. When a grievance is presented to a Judge for a ruling, it means that the relationship is not predicated on a contract, and that the instant claim being sought is sounding [based on] correlative arguments of unfairness, for some reason, and therefore Tort Law applies there to fill the vacuum left by no contracts. Remember that Tort Law and its arguments of *unfairness* can sometimes apply to govern grievances even when a contract is hanging in the distant background, because the instant grievance falls outside of the content of the contract. That I could find, the phrase *Sounding in Tort* first surfaced in a Supreme Court ruling in a Case called *Garland vs. Davis*, 45 U.S. 131, at 141 (1846), which declared the rule that Contract grievances are best separated away from, and adjudged differently from Tort grievances (and properly so). The Court also ruled in *Garland* that declarations made within a Pleading, commingling Tort claims with Contract claims, are to be discouraged. There are 56 other Supreme Court cases I found where the phrase *Sounding in Tort* appears. Recently, it appears in Footnote #2 to *Migra vs. Warren School District*, 465 U.S. 75 (1984) while discussing an action for Tort damages sought on grounds of wrongful interference unfairness with the petitioner's Contract of Employment. In Federal statutes, the phrase is found in the *Indian Tucker Act*.

> "The Court of Claims shall have jurisdiction to render judgment... upon any express or implied contract... in cases not sounding in tort." - 28 U.S.C. 1505.

Some of the other Federal statutes incorporating this phrase *Sounding in Tort* are:

- 28 U.S.C. 1346 ["United States as Defendant"];
- 28 U.S.C. 1491 ["Claims against the United States

generally"];

- 28 U.S.C. 2412 ["Costs and fees"].

By the end of this Letter, the distinction between Tort and Contract should be quite clear to see; and most importantly, its true origin in the mind of Heavenly Father who created Nature, and not judges, should be recognized. [return]

**[85]** "Salvation is an individual operation... We read in the Bible that there is one glory of the Sun, another glory of the Moon, and another glory of the Stars. In the Book of *Doctrine and Covenants*, these glories are called Telestial, Terrestrial, and Celestial, which is the highest. These are worlds, different departments, or Mansions, in our Father's House. Now these men, or those women, who know no more about the power of God, and the influences of the Holy Spirit, than to be led entirely by another person, suspending their understanding, and pinning their faith upon another's sleeve, will never be capable of entering into the Celestial glory, to be crowned as they anticipate; they will never be capable of becoming Gods. They cannot rule themselves, to say nothing of ruling others, but they must be dictated to in every trifle, like a child. They cannot control themselves in the least, but James, Peter, or somebody else must control them. They never can become Gods, nor be crowned as rules with glory, immortality, and eternal lives. They never can hold scepters of glory, majesty, and power in the Celestial Kingdom. Who will? Those who are valiant and inspired with the true independence of Heaven, who will go forth boldly in the service of God, leaving others to so as they please, determined to do right, though all mankind besides should take the opposite course." - Brigham Young, in a discourse at the Tabernacle on February 20, 1853; 1 Journal of Discourses 309, at 312 [London (1854)]. [return]

**[86]** "These words set forth the fact to which Jesus referred to when he said, 'In my Father's House are many Mansions.' How many I am not prepared to say; but there are three distinctly spoken of: The Celestial, the highest; the Terrestrial, the next below it; and the Telestial, the third. If we were to take the pains to read what the Lord has said to his people in the Latter days we should find that he has made provision for all the inhabitants of the Earth; every creature who desires, and who strives in the least, to overcome evil and subdue iniquity within himself or herself, and to live worthy of glory, will possess one. We who have received the Fullness of the Gospel of the Son of God, or the Kingdom of Heaven that has come to Earth, are in possession of these laws, ordinances, commandments and revelations that will prepare us, by strict obedience, to inherit the Celestial Kingdom, to go into the presence of the Father and the Son."

- Brigham Young, in a discourse in the New Tabernacle on June 25th, 1871; 14 *Journal of Discourses* 147, at 148 [London (1872)]. [return]

**[87]** *Ratiocinative* means the process of exact thinking with little room, if any, for error. [return]

**[88]** "All of the doctrines of Life and Salvation are as plain to the understanding as [are] geographical lines of a correctly drawn map. This doctrine, revealed in these latter times, is worthy of the attention of all men. It gives the positive situation in which they will stand before the Heavens when they have finished their career. Generation after generation is constantly coming and passing away. They all possess more or less intelligence, which forms the foundation within them for the reception of an eternal increase [in their] intelligence... But [in contrast to that] hundreds of millions of human beings have been born, lived out their short earthly span, and passed away, ignorant alike of themselves and of the *Plan of Slavation* provided for them. It gives great consolation, however, to know that this glorious plan devised by Heaven follows them into the next existence, offering for their acceptance eternal life and exaltation of thrones, dominions, principalities, and powers in the presence of their Father and God, through Jesus Christ his Son. How glorious -- how ample is the gospel plan in its saving properties and merciful designs. This one revelation, containing this Principle, is worth worlds on worlds to mankind." - Brigham Young, in a discourse in the Tabernacle, Great Salt Lake City, on January 12, 1862; 9 *Journal of Discourses* 147, at 148 [London (1862)]. [return]

**[89]** "Those covenants that [Latter-Day Saints now make] were also made in the beginning of the creation. They are now renewed to us..." - Heber C. Kimball, in a discourse made in the Tabernacle, Salt Lake City, January 6, 1861; 9 Journal of Discourses 126, at 130 [London (1862)].[return]

**[90]** "Those things which we call extraordinary, remarkable, or unusual may make history, but they do not make real life.

> "After all, to do well those things which God ordained to be the common lot of all mankind, is the truest greatness. To be a successful father or a successful mother is greater than to be a successful general or a successful statesman." - Joseph F. Smith in *Juvenile Instructor*, page 752 (December 15, 1905).

Let's say you were Armand Hammer, and you spent your life building up a great oil company -- *Occidental Petroleum*. Was that a great event for Mr. Hammer to accomplish down here? Yes, it very much was, and a

very difficult task technically as well. But -- building up one huge *Occidental Petroleum* or building up one thousand such dynastic empires means nothing to magnify your standing at the Last Day. Although the training and *savior-faire* acquired in the process of such empire construction that dynasty builders are going through is prepatory to other things, and could be very helpful to them in other ways; the successful administration of difficult Celestial Contracts remains the dynasty builder's sole obstacle to inheriting the Celestial realms, as much as the administration of those Celestial Contracts remains the sole obstacle to us *peasants* as well. [return]

**[91]** Do you want to even try and outfox Father? A profile examination of the benefits that we will experience by entering into, and then honoring a difficult advanced contract, makes the search for ways to outfox Father rather silly and childish in comparison. We are all organized to become Gods; whether or not we accomplish such a noble objective depends upon how we handle our affairs down here in this school.

> "Intelligent beings are organized to become Gods, even the sons of Gods, to dwell in the presence of the Gods, and become associated with the highest intelligences that dwell in eternity. We are now in that school, and must practice upon what we receive." - Brigham Young, President of the Mormon Church, in a discourse made in the Bowery, Salt Lake City, September 2, 1860; 9 *Journal of Discourses* 158, at 160 [London (1862)].

This life is a school, and Protestors refusing to consider the idea, however remotely accurate it might be, that it is they themselves that might be in error with their Protesting, are manifesting in that setting an attitude of *unteachableness*. Such an attitude [forcefully concluding prematurely that the King is wrong, and I am right] causes Protestors to disregard countermanding factual information when it surfaces. Such a rejection of that uncomfortable information, before it is analyzed for authenticity, relevancy, etc., is not exemplary of good students. Students who go through school effortlessly are those who are in a teachable state of mind, and are receptive to the possibility that they may have been in error before. [return]

**[92]** "...I expect, if I am faithful with yourselves, that I shall see the time with yourselves that we shall know how to prepare to organize an Earth like this -- know how to people that Earth, how to redeem it, how to sanctify it, and how to glorify it, with those who live upon it [being ones] who hearken to our counsels. The Father and the Son have attained to this point already; I am on the way, and so are you, [along with] every faithful servant of God." - Brigham Young, in a

discourse in a Special Conference held in the Tabernacle in Salt Lake City on August 28, 1852; 6 Journal of Discourses 273, at 274 [London (1859)]. [return]

**[93]** "There was a time before we ever came into this world when we dwelt in [Father's] presence. We knew what kind of being he is. One thing we saw was how glorious he is. Another thing, how great was his wisdom, his understanding, how wonderful was his power and his inspiration. And we wanted to be like him... If we will just be true and faithful to every Covenant, to every Principle of Truth that he has given us, then after the resurrection we would come back into his presence and we would be just like he is. We would have the same kind of bodies -- bodies that would shine like the sun." - Joseph Fielding Smith in *Take Head to Yourselves!*, page 345 [Desert Book Publishing, Salt Lake City (1966)]. [return]

**[94]** "Now admit, as the Latter-Day Saints do, that we had a previous existence, and that when we die we shall return to God and our former habitation, where we shall behold the face of our Father, and the question immediately arises, shall we have our memories increased, that we shall remember our previous existence? ...we shall." - Orson Pratt, in a discourse delivered in the 14th Assembly Rooms on December 15, 1872; 15 *Journal of Discourses* 241, at 249 [London (1873)].

Jesus is often portrayed as being the *Mediator of the New Covenant* [Hebrews 12:24], which means that he has some type of an equitable interest in it:

> "For as these memorials of the *atonement* were used by the ancient Patriarchs and Prophets to manifest to God their faith in the Plan of Redemption and in the coming Redeemer... Jesus [is] the Mediator of the New Covenant..." - John Taylor in *The Mediation and Atonement*, at 123 [Deseret Publishing, Salt Lake City (1892)].

Question: If there is a *New Covenant*, was there an *Old Covenant*?

Answer: Yes, there most certainly was an Old Covenant; and Father extracted the *Old* Covenant out of us all in the First Estate, so now that Covenant has the appearance of being invisible to us. Jesus Christ once had a few words to say about the replacement of Father's First Estate Covenant with his own [meaning that at the Last Day before Father, those Spirits who entered into Father's *New and Everlasting Covenant* down here will find that Jesus is acting as their Advocate before the Father at the Last Day]:

> "...I say unto you that all old Covenants have I caused to be done away with in this thing; and this is a *New and*

> *Everlasting Covenant*, even that which was from the beginning." - *Doctrine and Covenants* 22:1.
>
> "...I am in your midst, and am your Advocate with the Father." - *Doctrine and Covenant* 29:5.

With Jesus Christ being your Advocate before Father at the Last Day [which is a benefit offered to those who have entered into Father's *New and Everlasting Covenant*], I am unaware of any other Counselor I would rather have, acting on my behalf.

...Another set of Covenants that Jesus was responsible for replacing with another Covenant, are the Covenants associated with the *Law of Moses* that our Fathers from another era once entered into [the sacrifice of Jesus back near the *Meridian of Time* fulfilled the symbolic blood sacrifices that many of the Mosaic Ordinances were centered around (the *Meridian of Time* separates B.C. from A.D.)]. [return]

**[95]** "I am Alpha and Omega, Christ the Lord; yes even I am he, the Beginning and the End, the Redeemer of the World. ...at the... Last Great Day of Judgment... woes shall go forth, weeping, wailing and gnashing of teeth, yea, to those who are found on my left hand." - *Doctrine and Covenants* 19:1 to 5. [return]

**[96]** In August of 1937, Maurice Harper and Fred Test were beer distributors in Ontario, Oregon. They needed to borrow some money, so they entered into a contract with their own beer suppliers for a loan; they gave a real property deed on land they owned to their supplier of beer as security for this loan, and as circumstances often work out, the loan went into default, and a sale of the property quickly was commenced by the beer suppliers with the result being that the minimal price obtained under the pressure such an accelerated forced sale was far below market value. The sale yielded just enough money to pay off the loan, and there was no surplus available to give to the beer distributors who had posted the land as security for the loan. Maurice Harper and Fred Test yelled *unfair*, and then threw a Court action at the beer suppliers for damages. *unfairness* is not relevant when contracts are up for review, so the action was brought in under Tort Law. [How is an action brought under Tort? By simply claiming in the Complaint that Tort Law governs the grievance, pleading such things as the damages experienced and then asking relief sounding in Tort; however, whether or not your Tort claims ultimately prevail is another question]. Here, Harper and Test asked for the Tort relief in the nature of *exemplary damages*. A Trial was held, and during Trial at the close of evidence presentation, the Defendant beer suppliers motioned the Court to require the Plaintiffs, Harper and Test, to identify

whether they wanted to proceed to judgment under the rules of Tort of Contract:

> "Plaintiffs [Harper and Test] elected to proceed in Tort. Immediately upon the election, being made by Plaintiffs, the Defendants moved for a directed verdict on the grounds that the Complaint failed to state a *Cause of Action* in Tort and in support of the motion counsel stated:
>
> "...it is our position that in this case, when construed in the light of surrounding circumstances as it must be done, does not raise any obligation or does not permit the inference of any obligation e*xisting in law outside of the obligations of the contract itself..." - Harper vs. Interstate Brewer*y, 120 P.2nd 757, at 761 (1942).

The Court went on to analyze the difference between Tort and Contract; and as is the factual setting in so many cases brought before the Judiciary for resolution, a business relationship in effect between some parties was initially construed around a Contract as the center of gravity, and when unanticipated circumstances came to pass (as someone pulled something sneaky off that the Contract has made no governing provision for), so the Judiciary now has a grievance that is sounding in Tort with a Contract hanging in the background:

> "The distinction between a *tort* and a *breach of contract* is broad and clear, in theory. In practice, however, it is not always easy to determine whether a particular act or course of conduct subjects the wrongdoer to an action in Tort, or one merely for breach of Contract. The test to be applied is the nature of the right which is being invaded. If this right was created solely by the [contractual] agreement of the parties, the Plaintiff is limited to an action *ex contractu*. If it was created by law he may sue in Tort." - *Harper vs. Interstate Brewery*, id., at 762.

Under these cases where a Contract is hanging in the background, but a Tort Law claim is being demanded as the relief, often times Attorneys for the Plaintiff will ask for both Breach of Contract and Tort relief, reciting elements of the factual setting that support the respective claims, with the end result being that appellate judges are frequently asked to draw lines dividing Tort from Contract, as was the instant factual setting here with *Harper*. But important for the moment is that the distinction once created in the Heavens, a long time ago, bifurcating Tort from Contract, is now being honored by the Judiciary, and that the Contract Law legal reasoning being enforced by judges today -- as seemingly unpleasant as it is initially -- that excludes

arguments and other distractions from being considered unless they fall within the content of the Contract, is in fact a correct *Principle of Nature* that everyone will eventually become very well acquainted with at the Last Day. [return]

**[97]** Lucifer too uses contracts to accomplish his end objectives; he too is playing this Contract Game. As for Lucifer, irrevocable oaths and covenants are required for standing membership in Illuminati temples. Once contracts are extracted out of new Illuminatti initiates, that Equity Relationship that was created is considered to be a *fait accompli* (meaning once accomplished, then being irrevocable in nature). In other secret societies that Lucifer maintains a managing interest in, covenants (contracts) that were sealed under blood oaths are extracted out of new members. So Lucifer very much knows all about the rather strong underlying nature of Contracts and of Contract Law Jurisprudence. Witches also use covenants extensively; for a discussion of First Degree, Second Degree and Third Degree Initiation Rites, see Janet and Stewart Farrar in *A Witches Bible* [Magickal Childe Publishing, 35 West 19th Street, New York 10011 (1981)]. [return]

**[98]** Lyrics Copyright by *Flashback Records/Arista Records*, New York City. Words and music by Dennis Lambert and Brian Potter, Trousdale Music Publishing (1969); revived by *Coven Records* (*Warner Brothers*, 1971); *MGM Records*, (1973); *Warner Brothers* again (1974). [return]

**[99]** Starring Tom Laughlin and Delores Taylor; distributed by *Warner Brothers* (1971). [return]

**[100]** To be *esoteric* means to be designed for, and understood by, specially informed people only; or otherwise withheld from generally open public avowal. [return]

**[101]** Back in the days of David, there was once a great and fabulous City called Babylon, reaching its peak at about 600 B.C. Today, *Babylon* has a lingering illicit stigma associated with it, but before Babylon went to the dogs, it was very impressive. Babylon was the most prominent, majestic, prosperous, and powerful City that the world had ever known, up to that time. It had been the most important trading center, it had the most powerful military force, the greatest cultural resources, and was even a center of tourism due to its Hanging Gardens and numerous other man made wonders. Babylon had twin sets of tall walls surrounding her and with a moat in between; massive and everlasting, those twin walls were so thick and so dimensionally impressive that they were viewed as being impregnable by any military technology of the day. Inside the City, there was a two year supply of food; and there was no lack of water, either, because no less than the

great river Euphrates ran through Babylon. Yes, Babylon was powerful, wealthy, and just so secure that any potential adversary could hardly be taken seriously. And even when it became clear that an increasingly powerful adversary like the Medes and the Persians were building military momentum, there was no concern within Babylon -- whatever adversaries the world offered were only huffing hot air. At a Royal banquet one night in his Palace [*Daniel* 5:1], King Belshazzar saw a finger writing messages on a wall. None of this soothsayers, astrologers, or wise men [filled with a wide ranging array of factual knowledge on everything the *World* had to offer -- except Spiritual matters] could interpret the meaning. After the clowns had had their turn, along came the Prophet Daniel who understood what he saw; and told the King what the King did not want to hear: That Father had adjudged his kingdom, and found it wanting in minimum Spiritual expectations; that the impossible was going to happen and that Babylon was going to be divided and given to adversaries -- introduced into the violent and unpleasant circumstances of an invasion [*Daniel* 5:25 to 28]. Father meant what he said, and so the *handwriting was on the wall* for Babylon. That same evening, the flow of the great River Euphrates receded, and then slowed down to a trickle; it had been diverted upstream by the Gremlin Darius, who had big plans for the conquest of Babylon. And now there were holes in the great walls of Babylon where the Euphrates once was. The riverbed openings served as the ingress point of entry for the invading army of Darius; and Babylon was conquered without resistance. [See generally, the *Encyclopedia Britannica* ["Babylon"] (London, 1929)].

...Down to the present day, the phrase *handwriting on the wall* has come to characterize improvident and unrealistic fantasy expectations one holds by reason of unappreciated impending adverse circumstances, particularly in an area involving Father. Today, the United States has a very similar military adversary waiting in the wings, an adversary who has been busy on a very well known extensive commitment to prepare for war. Water resources were the *Achilles Heel* that brought Babylon to her knees then; and when our turn comes, it too will be the sudden and unexpected damages of our water resources that the Russians will use to make their invasion Statement, as they attempt a very quick lock down on American military installations. Babylon had its quislings then, and we have our's now; and we should have known something was afoot when Nelson Rockefeller spent two years of his life in the early 1970's heavily involved in collecting information on American water resources. [return]

**[102]** When the rebellion in the Heavens took place, Lucifer was cast down to the Earth; so the Earth was created before the rebellion, and Lucifer was there in the Heavens when the first version of those

Contracts were extracted from us all, and so by encouraging arguments sounding in Tort, Lucifer knows exactly what he is doing (meaning that he intends to double cross his servants down here at the Last Day -- giving them a line of reasoning that will fall apart and collapse before Father's Judgment Day). [return]

**[103]** "In regard to the battle in Heaven... when Lucifer, the Son of the Morning, claimed the privilege of controlling the Earth and redeemed it, a contention arose; but I do not think it took long to cast down one-third of the hosts of Heaven, as it is written in the Bible. But let me tell you that it was one-third part of the spirits who were prepared to take tabernacles upon this Earth, and who rebelled against the two-thirds of the Heavenly Hosts; and they were cast down to this world. It is written that they were cast down to this Earth -- to this *Terra Firma* that you and I walk on, and whose atmosphere we breathe. One-third of the spirits that were prepared for this Earth rebelled against Jesus Christ, and were cast down to Earth, and they have opposed him from that day to this, with Lucifer at their head. He is their general -- Lucifer, Son of the Morning. He was once a brilliant and influential character in Heaven, and we will know more about him hereafter." - Brigham Young, in a discourse made at the Bowery, Salt Lake City, July 19, 1857; 5 *Journal of Discourses* 52, at 54 to 55 [London (1858)]. [return]

**[104]** Gremlins highly admire *intellectuals*, as there is something about their high-powered status that creates such an intriguing aura of devilish mystique. Gremlin Henry Kissinger once had a few words to say about his mentors, *intellectuals*, putting in an honest days' labor, going through the foibles and headaches that they do; those poor hardworking *intellectuals*, racking themselves to sole one tough problem after another; but also the *intellectual* contributes to an important participating juristic role in making global conquest administratively efficient:

> "How about the role of individuals who have addressed themselves to acquiring substantive knowledge -- the intellectuals? Is our problem, as is so often alleged, the lack of respect shown to the intellectual by our society?
>
> "The problem is more complicated than our refusal or inability to utilize this source of talent. Many organizations, governmental or private, rely on panels of experts. Political leaders have intellectuals as advisors...
>
> "One problem is the demand for expertise itself. Every problem which our society becomes concerned about... calls into being panels, committees, or study groups supported by

either private or governmental funds. Many organizations constantly call on intellectuals for advice. As a result, intellectuals with a reputation soon find themselves so burdened that their pace of life hardly differs from that of the executives who they counsel. They cannot supply perspective because they are as harassed as the policy makers. All pressures on them tend to keep them at the level of the performance which gained them reputation. In his desire to be helpful, the intellectual is too frequently compelled to sacrifice what should be his greatest contribution to society -- his creativity...

"A person is considered suitable for assignments within certain classifications. But the classification of the intellectual is determined by the premium our society places on administrative skill. The intellectual is rarely found at the level where decisions are made. His role is commonly advisory. He is called in as a 'specialist' in areas whose advice is combined with that of others from different fields of endeavor on the assumption that the policymaker is able to choose intuitively the correct amalgam of 'theoretical and 'practical' advice. And even in this capacity, the intellectual is not a free agent. It is the executive who determines in the first place whether he needs advice. He and the bureaucracy frame the question to be answered. The policy maker determines the standard of relevance...

"The contribution of the intellectual to policy is therefore in terms of criteria that he has played only a minor role in establishing. He is rarely given the opportunity to point out that a query limits a range of possible solutions or that an issue is posed in irrelevant terms. He is asked to solve problems, not to contribute to the definition of goals. Where decisions are arrived at by negotiation, the intellectual -- particularly if he is not himself a part of the bureaucracy -- is a useful weight in the scale. He can serve as the means of filtering ideas to the top outside of organizational channels or as one who legitimizes the viewpoint of contending factions within and among departments. This is why many organizations build up batteries of outside experts or create semi-independent research groups, and why articles or books become tools in the bureaucratic struggle. In short, all too often what the policymaker wants from the intellectual is not ideas but endorsement.

"This is not to say that the motivation of the policymaker towards the intellectual is cynical. The policymaker

sincerely wants help... Of necessity, the bureaucracy gears the intellectual effort to its own requirements and its own pace; the deadlines are inevitably that of the policymaker, and all too often they demand a premature disclosure of ideas which are then dissected before they are fully developed. The administrative approach to intellectual effort tends to destroy the environment from which innovation grows. Its insistence on 'results' discourages the intellectual climate that might produce important ideas whether or not the bureaucracy feels it needs them.

"Thus, though the intellectual participates in policymaking to an almost unprecedented degree, the result has not necessarily been salutary for him or of full benefit to the officials calling on him...

"In seeking to help the bureaucracy out of this maze, the intellectual too frequently becomes an extension of the administrative machine, accepting its criteria and elaborating its problems. While this, too, is a necessary task and sometimes even an important one, it does not touch the heart of the problem...

"This does not mean that the intellectual should remain aloof from policymaking. Nor have intellectuals who have chosen withdrawal necessarily helped this situation. There are intellectuals outside the bureaucracy who are not part of the maelstrom of committees and study groups but who have, nevertheless, contributed to the existing stagnation through a perfectionism that paralyzes action by posing unreal alternatives. There are intellectuals within the bureaucracy who have avoided the administrative approach but who must share the responsibility for the prevailing confusion because they refuse to admit that all of policy involves an inevitable element of conjecture. It is always possible to escape difficult choices by making only the most favorable assessment of the intentions of other states or of political trends. The intellectuals of other countries in the free world where the influence of pragmatism is less pronounced and the demands of the bureaucracies less insatiable have not made a more significant contribution. The spiritual malaise described here may have other symptoms elsewhere. The fact remains that the entire free world suffers not only from administrative myopia but also from self righteousness and the lack of a sense of direction [that sounds like something a Gremlin going no where would say].

> "Thus, if the intellectual is to make a contribution to national policy, he faces a delicate task. He must steer between the Scylla of letting the bureaucracy prescribe what is relevant or useful and the Charybdis of defining those criteria too abstractly. If he inches too much toward the former, he will turn into a promoter of technical remedies; if he chooses the latter, he will run the risks of confusing dogmatism with morality and of courting martyrdom -- of becoming, in short, as wrapped up in a cult of rejection as the activist is in a cult of success.
>
> "Where to draw the line between excessive commitment to the bureaucracy and paralyzing aloofness depends on so many intangibles of circumstances and personality that it is difficult to generalize... The intellectual should therefore refuse to participate in policymaking, for to do so confirms the stagnation of societies whose leadership groups have little substantive knowledge...
>
> "The intellectual must therefore decide not only whether to participate in the administrative process but also in what capacity: Whether as an intellectual or as an administrator.
>
> "Such an attitude requires an occasional separation from administration. The intellectual must guard against his distinctive, and in this particular context, most crucial qualities: The pursuit of knowledge rather than of administrative ends and the perspective supplied by a non-bureaucratic vantage point. It is therefore essential for him to return from time to time to his library or his laboratory to 'recharge his batteries.' If he fails to do so, he would turn into an administrator [and we wouldn't want that to happen], distinguished from some of his colleagues only by having been recruited from the intellectual community." - Henry Kissinger in *The Necessity of Choice* ["The Policymaker and the Intellectual"], at page 348 [Harper & Brothers, New York (1960)].

Today, few common folks have much admiration for *intellectuals*; very appropriately, many folks find them irritating because they are out of touch with hard *day to day* practical reality -- a state of perception that has been going on since the very founding of this Republic:

> "These lawyers, and men of learning, and moneyed men, that talk so finely, gloss over matters so smoothly, to make us poor illiterate people swallow down the pill, expect to get into Congress themselves; that expect to be the managers of

> the Constitution, and get all the money and power in their own hands, and then they will swallow up all us little folks, like the great *Leviathan*, Mr. President; yes, just as the whale swallowed up *Jonah*. This is what I am afraid of..." - Mr. Singletarry, a rural delegate to the special 1788 Massachusetts Convention elected to consider ratification of the Constitution, as quoted by Jonathan Elliot in II *Debates in the Several State Conventions*, at 102 [J.B. Lippincott, Philadelphia (1863)].

And *intellectuals* also possess behavioral elements of playfulness about them that is difficult to come to grips with at first:

> "The very suggestion that the intellectual has a distinctive capacity for mischief, however, leads to the consideration that his piety [means *state of being pious*], by itself, is not enough. He may live for ideas, as I have said, but something must prevent him from living for *one idea*, from becoming excessive or grotesque... the beginning and end of ideas lies in their efficacy with respect to some goal external to intellectual processes. The intellectual is not in the first instance concerned with such goals. This is not to say that he scorns the practical: The intrinsic intellectual interest of many practical problems is utterly absorbing. Still less is it to say that he is impractical; he is simply concerned with something else, a quality in problems that is not defined by asking whether or not they have practical purpose. The notion that the intellectual is inherently impractical will hardly bear analysis (...Adam Smith, Thomas Jefferson... have been eminently practical in the politician's or businessman's sense of the term)...
>
> "If some large part of the anti-intellectualism of our time stems from the public's shock at the constant insinuation of the intellectual as expert into public affairs, much of the sensitiveness of intellectuals to the reputation as a class stems from the awkward juxtaposition of the sacred and profane roles. In his sacred role, as prophet, scholar, or artist, the intellectual is hedged about by certain sanctions -- imperfectly observed and respected, of course, but still effective...
>
> "It is part of the intellectual's tragedy that the things he most values about himself and his work are quite unlike those society values in him. Society values him because he can in fact be used for a variety of purposes, from popular entertainment to the design of weapons. But it can hardly

> understand so well those aspects of his temperament which I have designated as essential to his intellectualism. His playfulness, in its various manifestations, is likely to seem to most men a perverse luxury; in the United States the play of the mind is perhaps the only form of play that is not looked upon with the most tender indulgence. His piety is likely to seem nettlesome, if not actually dangerous. And neither quality is considered to contribute very much to the practical business of life...
>
> "To those who suspect that intellect is a subversive force in society, it will not do to reply that intellect is really a safe, bland and emollient thing... To be sure, intellectuals, contrary to the fantasies of cultural vigilantes, are hardly ever subversive of a society as a whole.
>
> "I have suggested that one of the first questions asked in America about intellect and intellectuals concerns their practicality. One reason why anti-intellectualism has changed in our time is that our sense of the impracticality of intellect has been transformed. During the [1800's], when business criteria dominated American culture almost without challenge, and when most business and professional men attained eminence without much formal education, academic schooling was often said to be useless. It was assumed that schooling existed not to cultivate certain distinctive qualities of the mind but to make personal advancement possible. For this purpose, an immediate engagement with the practical tasks of life was held to be more usefully educative, whereas intellectual and cultural pursuits were called unworldly, unmasculine, and impractical." - Richard Hofstadter in *Anti-Intellectualism in American Life*, starting at 29 [Random House, New York (1963)].

When the United States began its existence out from underneath the thumb of King George, the presence of stuffy *intellectuals* on the political scene was not a problem then:

> "When the United States began its national existence, the relationship between intellect and power was not a problem. The leaders *were* the intellectuals. Advanced though the nation was in development of democracy, the control of its affairs still rested largely in a patrician elite; and within this elite men of intellect moved freely and spoke with enviable authority. Since it was an unspecialized and versatile age, the intellectual as expert was a negligible force; but the intellectual as ruling-class gentleman was a

> leader in every segment of society -- at the bar, in the professions, in business, and in political affairs. The Founding Fathers were sages, scientists, men of broad cultivation, many of them apt in classical learning, who used their wide reading in history, politics, and law to solve the exigent problems of their time. No subsequent era in our history has produced so many men of knowledge among its political leaders as the age of John Adams [and others]. One might have expected that such men, whose political achievements were part of the very fabric of the nation, would have stood as permanent and overwhelming testimonial to the truth that men of learning and intellect need not be bootless and impractical as political leaders. It is ironic that the United States should have been founded by intellectuals; for throughout most of our political history, the intellectual has been for the most part either an outsider, a servant, or a scapegoat." - Richard Hofstadter in *Anti-Intellectualism in American Life*, at 145 [Random House, New York (1963)].

The reason why having *intellectuals* on the scene back then was not a problem is because *intellectuals*, per se, are not a source of problems; only when operating as slippery bureaucratic extensions of Gremlin intrigue, only then does the tainted lustre of their high-powered intellect come home to roost -- then they become problems. [return]

**[105]** Yes, there are no circumstances that are spared from the strategic use of *decption* -- when Gremlins are running the show:

> ...Carved in the white walls of the Riverside Church in New York City are the figures of six hundred men that the world esteems as being great for one reason or another -- hanging on the walls are canonized saints, philosophers, kings, and other assorted geniuses. One panel enshrines fourteen geniuses of science, starting with Hippocrates, who died around 370 B.C., to Albert Einstein [who was still alive when he was enshrined in this Church]. In this environment surrounded by greatness converged some 2,500 people from 71 countries to the sanctuary of Riverside Church in New York City on this Friday, February 2, 1979. They had dropped what they were doing world wide to come pay their last respects and hear final praise and eulogies for Nelson Rockefeller. They heard orations from, among others, daughter Ann Rockefeller Roberts, from son Rodman C. Rockefeller, from brother David Rockefeller, and from Gremlin Henry Kissinger. [See the *New York Times* ["Dignitaries and Friends Honor

> Rockefeller"], page 1 (February 3, 1979)]. Judging by the glowing characterizations that were used to express final admirations for Nelson, this Church is really missing out on something special if a limestone statue of Nelson Rockefeller isn't soon enshrined with the 600 others mounted on the walls.
>
> ...Of the orations spoken at Nelson's funeral service, Henry Kissinger's eulogy deserves very special attention: Because it was steeped in deception. Seemingly with tears in his eyes, Henry Kissinger's choking voice was echoed throughout the great sanctuary of the Riverside Church. Kissinger characterized Nelson as "friend," "inspiration," "teacher," and "my older brother." Seemingly stricken with grief, Kissinger's eulogy act was a smooth masterpiece in well-oiled deception, and brought tears to the eyes of many. In his final passage, Kissinger claimed that he frequently chatted with Nelson Rockefeller:
>
> "In recent years, he and I would often sit on the veranda overlooking his beloved Hudson River in the setting sun. I would talk more, but he understood better. And as the statues on the lawn glazed in the dimming light, Nelson Rockefeller would occasionally get that squint in his eyes, which betokened a far horizon, and he would say, because I needed it, but above all, because he deeply felt it...
>
> '... never forget, that the most profound force in the world is love'." - *New York Times*, id., ["Excerpts From Eulogies At Memorial for Rockefeller"], page 23.

Having finished his smooth acting job, having left the mourners spellbound and wailing largely in tears, this little Henry who had criminally coordinated at a mid-management level the murder of Nelson Rockefeller a week earlier, slowly turned and left the pulpit. Nelson Rockefeller had never actually spoken those words Henry claimed -- but pesky little details like that are not important; conversations between Nelson and Henry were limited to communications exchanged in furtherance of wars, murders, conquest, and revolutions, with only a minimal amount of personal interest material being exchanged as necessary to fill a vacant time slice hiatus. Background factual accuracy is never something that Gremlins concern themselves with, and Henry Kissinger's fraudulent and deceptive eulogy of Nelson Rockefeller, under circumstances where any enlightening corrective retort would be inappropriate, was no exception to the Gremlin *modus operandi* of using deception as an instrument of aggression wherever and whenever they feel like experiencing the benefits derived from it.

[return]

**[106]** The Rothschild nest of Gremlins are not as smart as they like to think of themselves; however, with their aloofness above us peasantry, you could not tell them that. John Taylor, President of the Mormon Church, once tried and got nowhere:

> "Do you think that the jews today would want to publish things pertaining to Jesus, describing the manner in which he would come? I should think not. In a conversation I once had with Baron Rothschild, he asked me if I believed in the Christ? I answered him: "Yes, God has revealed to us that he is the true Messiah, and we believe in him." I further remarked: "Your Prophets have said 'They shall look upon him whom they have pierced, and they shall mourn for him, as one mourneth for his only son, and shall be in bitterness for him, as one that is in bitterness for his first born.', 'And one shall say unto him, What are these wounds in thy hands? Then he shall answer, Those with which I was wounded in the house of my friends.'" Do you think the jewish rabbis would refer you to such scripture as that? Said Mr. Rothschild, "Is that in our Bible?" "That is in your Bible, sir." - John Taylor, speaking at a Funeral Service on December 31, 1876; 18 *Journal of Discourses* 324, at 329 [London (1877)].

The Rothschilds commune with Lucifer from time to time, and his grand plans for conquest that have been revealed to the Rothschilds (plans that have been handed down the line originating in time back almost to the Garden of Eden), are so impressive and so outstanding that the Rothschilds are totally relying on Lucifer to come through for them. But just like the Rothschilds are deficient on factual information regarding the jewish perspective of a Messiah (however defective a view that is factually), the Rothschilds are also deficient on information explaining why Lucifer is only pretending to be interested in their welfare before Father, and actually intends to double cross them at the Last Day. [return]

**[107]** "Who, in looking upon the Earth as it ascends in the scale of the Universe, does not desire to keep pace with it, that when it shall be classed in its turn among the dazzling orbs of the blue vault of Heaven, shining forth in all the splendors of Celestial Glory, he may find himself proportionately advanced in the scale of intellectual and moral excellence. [Would *Gremlins* even concern themselves with that?] Who, but the most abandoned, does not desire to be counted worthy to associate with those higher orders of Beings who have been redeemed, exalted, glorified, together with the worlds they inhabit, ages before the foundations of our Earth were laid? Oh man, remember the future

destiny and glory of the Earth, and secure thine everlasting inheritance upon the same, that when it shall be glorious, thou shalt be glorious also." - Orson Pratt, in a discourse ["The Earth -- Its Fall, Redemption, and Final Destiny -- the Final Abode of the Righteous"], appearing in 1 *Journal of Discourses* 328, at 333 [London (1854)]. [return]

**[108]** The world is searching for evidence, just something out there some where, that suggests the possibility that life might exist on other planets. Like Tax Protestors looking in the wrong places by searching for error in others rather than in themselves, the world would also be wise to look for answers to their probing questions on the extraterrestrial in a local source that they have known about all along:

> "The Earth upon which we dwell is only one among the many creations of God. The stars that glitter in the heavens at night and give light unto the Earth are His creations, redeemed worlds, perhaps, or worlds that are passing through the course of their redemption, being Saved, purified, glorified, and exalted by obedience to the principles of truth which we are now struggling to obey. Thus is the work of our Father made perpetual, and as fast as one world and its inhabitants are disposed of, He will roll another into existence. He will create another Earth, He will people it with His offspring, the offspring of the Gods in eternity, and they will pass through [their] probations such as we are now passing through [ours], that they may prove their integrity by their works; that they may give an assurance to the Almighty that they are worthy to be exalted through obedience to those principles, that unchangeable *Plan of Salvation* which has been revealed to us." - Orson F. Whitney, in a discourse in the Tabernacle on Sunday, April 19, 1885; 26 *Journal of Discourses* 194, at 196 [London (1886)]. [return]

**[109]** "Deception tests the means by which we perceive reality, and it reminds us sharply of what these means are. We have our sense organs which receive data, principally ones affixed to our head -- ears, eyes, nose. But this data is given shape and meaning by the thing inside our skull, the brain. This has only second-hand evidence of what is real out *there*.

> "Deception must seem particularly frivolous for the scientist because *per*ception, working out these just what is there, is his vocation. It may also tempt him for just this reason. Like the playful punch for the athlete, it makes fun of the

faculties that he prizes most. But we are all using these faculties and perceiving things at every waking moment. Anyone who has been involved in a practical joke on either the delivering end or the receiving end knows something of the pleasures.

"It is important to note that for the person who is fooled, the fun, if any, lies in the process of being fooled, not the consequences. A deceived spouse cannot be relied on to react with a chortle of glee, and the editors of McGraw-Hill did not go around chuckling after they found that Clifford Irving had hoaxed them into parting with most of a million dollars. For deception is not practiced only for fun. It is also practiced to steal money, fame or the love of women, to win battles and sink ships, to demoralize populations and overthrow governments." - Norman Moss in *The Pleasures of Deception* ["Introduction"], at page 7 [Reader's Digest Press, New York (1977)]. [return]

**[110]** "The power and the glory of the Press are based on the false assumption that the best way to talk to a man is through a loudspeaker. It's certainly not the only way; but if you think of men as indistinguishable units of a group, community, newspaper circulation or concentration camp, this scattergun broadcasting may make some simple announcement understood. But a free Press doesn't make simple announcements. The Russian doctrinaires have tried to prove that men can be taught to forget that they are first and foremost *individuals*, or at least to act as if they had forgotten; and their Press is just the ticket for mass men. Our world is perhaps not so far ahead of the Russian doctrine as we like to suppose, but in theory at least we honor the *individuals*." - Thomas S. Matthews in *The Sugar Pill: An Essay on Newspapers*, at 178 [The Camelot Press, London (1957); (Simon & Schuster republished in New York (1959)].

In the *appendix*, the author analyzed newspapers to determine the actual content of factual events reported; out of 11 articles appearing on the front page, only 4 of those reported events had actually occurred. The other 7 events were either commentary, or stories dealing with projected, predicted, intended, or desired events. [return]

**[111]** In contrast to the deception proclivities of Gremlins, Heavenly Father would prefer to deal with us on the basis of *absolute trust*, when possible; a highly privileged relational status he has entered into with other people down here on occasion; an exalted relational status known to a handful of great people, like Abraham Lincoln, who used this relational status in a diplomatic setting, particularly with

a Russian Czar. And *absolute trust* is an impending criteria element I suspect will become one of the minimum indicia required for enjoying Celestial relationships with Father. And just as there is *absolute trust*, so is there *absolute truth*:

> "Science, as I understand it, is a search after Absolute Truth -- after something which when ascertained is of equal interest to all thinkers of all nations. No matter how wise and learned and famous a person may have said a thing is so in the realm of science, it remains open to anybody to prove that it is not so; and if it is proved to be not so, the authority of the wise and learned and famous person disappears like a morning mist. In science, what we are really seeking is not the opinion or the command of any human being. We are subject to no [such] command, and are not bound to follow any previously expressed opinion." - Edwin Whitney in *The Doctrine of Stare Decisis*, 3 Michigan Law Review 89, at 89 (1904).

And as we change from law books over to religious books (so called) nothing changes there, either:

> "There are absolute truths and relative truths. The rule of dietetics have changed many times in my lifetime. Many scientific findings have changed from year to year... Absolute Truths are not altered by the opinion of men. As science has expanded our [factual] understanding of the physical world, certain accepted ideas of science have had to be abandoned in the interest of truth. Some of these seeming truths were stoutly maintained for centuries. The sincere searching of science often rests only [next to] the threshold of truth, whereas revealed facts give us certain Absolute Truths as a beginning point so we may come to understand the nature of man and the purpose of life... We learn about these Absolute Truths by being taught by the Spirit... God, our Heavenly Father -- Elohim -- lives. That is an Absolute Truth. All four billion of the children of men on the Earth might be ignorant of Him and his attributes and his powers, but he still lives. All the people on the face of the Earth might deny [his existence] and disbelieve, but he lives in spite of them. [Everyone] may have their own opinions, but [Father] still lives, and his form, powers, and attributes do not change according to men's opinions. In short, opinion has no power [to intervene] in the matter of Absolute Truth. [Father] still lives.
>
> "...The intellectual may rationalize [Jesus Christ] out of

existence and the unbeliever may scoff, but Christ still lives and guides the destinies of his people.

"...The watchmaker in Switzerland, with materials at hand, made the watch that was found in the sand in a California desert. The people who found the watch had never been to Switzerland, nor seen the watchmaker, nor seen the watch [being] made. [But] the watchmaker still exists, no matter the extent of [the Californians' factual] ignorance or experience. If the watch had a tongue, it might even lie and say "There is no watchmaker." [But] that would not alter the Truth. If men were really humble, they will realize that they [only] *discover* [or uncover], but do not *create*, Truth." - Spencer Kimball in *Absolute Truth*; 8 Ensign Magazine, at 3 [Salt Lake City (September, 1978)]. [return]

**[112]** Remember that deception is a three step process: First it is created, then conveyed, and then accepted. Failure at any point voids the entire deception show. As for the second stage of deception, the mass media is one such very important instrument of deception conveyance:

"With the creation of the mass media, a whole new area of deception opened up. This provided the means of fooling the whole public at the same time in the same way. Anything told through the mass media carries credibility. It is more solid than rumor, more respectable than gossip, more believable than hearsay. People who say they never believe what they read in the newspapers in fact absorb what they read as uncritically as others.

"The authority that is given to the mass media, regardless of the message, is seen in the lack of discrimination with which unsophisticated readers and viewers talk about them. 'The newspapers say so and so.' One wants to ask *which* newspaper. And which part of the newspaper, the editorial columns or the news pages? And whether it was one of the newspaper's own staff or an outside commentator. 'They said on television...' But one wants to ask *who* said? Was it the news reader, stating it as a fact? Or was he reporting someone else's opinion? Or was someone giving it as *his* viewpoint, a politician, a commentator, or a critic? After all, you don't say 'They said on the telephone,' you say who told you.

"This authority stems partly from the fact that the media, and particularly the news media, deal with public issues that are beyond the experience of most of its audience." - Norman

> Moss in *The Pleasures of Deception* ["Fit To Print: Hoaxing and the Media"], at page 70 [Reader's Digest Press, New York (1977)].

Yes, many public issues are in fact beyond the intellectual experience of their audiences, and those issues will continue to remain beyond the experience of those audiences until such time as the members of those audiences individually start to perk up a bit and ask some *questions* -- a point of beginning in a new *modus operandi* of intellectual enlightenment that Tax Protestors would also be wise to take particular notice of; a *modus operandi* that would catalytically trigger the uncovering of a great deal of latent error existing not only in juristic settings where ambitious kings and princes in bed with looters and Gremlins have plastered the countryside with invisible contracts, but also in ecclesiastical settings where even more important invisible Contracts are also hanging in the background, waiting for the Last Day to arrive -- then those Contracts will become *very* visible. But if you are different, you will want to uncover and deal with those invisible Celestial Contracts now, to avoid being surprised by them at the Last Day, just like Protestors are surprised in tax and highway enforcement actions where their *unfairness* arguments are tossed aside and ignored. Many Protestors have a secret hunch that some contract is there, but they draw a blank when trying to identify just what contract it is, or how they got into it. [return]

**[113]** Part of the reason for this is that Gremlins see real, immediate, and impressive benefits to be experienced by selectively incorporating deception into their *modus operandi*. For example, it is typical of Gremlin methodology to pretend to be opposed to something that they really want:

...When Gremlin Nelson Aldrich wanted the Congress to pass the Federal Reserve Act in 1913, he tried to create the appearance that he did not want it; even though every one knew it was very similar to his proposed *Aldrich Currency Bill* of 1907, he went right ahead and threw invectives at it any way, citing some technical reservations [see 97 *The Nation Magazine*, at 376 (October 23, 1913)]. Nelson Aldrich was in bed with another Gremlin by the name of Frank Vanderlip, President of National City Bank of New York. Frank Vanderlip's invectives that were thrown at the proposed Federal Reserve System were so puzzling that Senator Robert Owen, Chairman of the Senate Banking and Currency Committee, expressed publicly his feelings that misrepresentation was in the air -- but an impending World War I was also in the air, and Gremlins wanted the immediate benefits that the Federal Reserve System would be generating for them.

...John Rockefeller made a distinct and protracted habit of pretending to be opposed to ventures that he secretly owned or controlled. In *A Rockefeller Family Portrait* by William Manchester [Little Brown & Company, Boston (1958)], starting at page 80, there lies numerous examples of how Gremlin John Rockefeller selectively incorporated deception into his business dealings in order to experience the immediate enrichment benefits such deception assisted in creating; also discussed is how he also used rigged enterprises as *Trojan Horses* to entrap those whom he wanted to destroy, by pretending to be sincerely interested in acquiring those enterprises.

...The Rothschild nest of Gremlins are also very good at this deception game as well. In 1981, the French Government announced the nationalization of 36 Rothschild banks and other Rothschild industrial properties. President Francois Mitterrand said the grab was "just and necessary to serve the national interest" [*Wall Street Journal* ["Mitterrand Calls Nationalization 'Just, Necessary'"], page 36 (September 25, 1981)]; but imp Mitterrand was lying, and conveniently failed to mention the fact that he once worked in a Rothschild bank as an officer, and continued to be under their thumb down to the present day as an administrative nominee planted in a political jurisdiction. Baron Guy de Rothschild, senior Gremlin of the Rothschild nest, claimed that he "...was embittered by [the] pending takeover of his family's metal, mining, hotel and other businesses." Even the *Banque Rothschild* headquarters the family had owned for 170 years was scheduled to be grabbed by the French Government. [See the *Wall Street Journal* ["For Baron Guy de Rothschild of France, Expropriation is a Nightmare Relived"], page 30 (November 17, 1981)]. When the Baron was asked, very appropriately, why he did not oppose this asset grab idea when Mitterrand had publicly proposed it in the 1980 French Presidential Election, the Gremlin Baron retorted with a pathetic little lie: "...We aren't cleverer than anyone else" [id., at 30]. Meanwhile, no one concluded the obvious: That the Rothschilds wanted the Government purchase to take place, and had quietly told Mitterrand specifically what businesses they wanted to sell to the Government in one lump group, and then, with that rare gifted Gremlin genius of deception, publicly pretended to oppose the grab [had Baron Rothschild really opposed the grab, Mitterrand would have soon been resident at the bottom of the English Channel]. But the Rothschild Gremlins are super brilliant in pursuing commercial enrichment, and they are very wise to the cyclic nature of business; and so when the French Government nationalized their extensive network of railroads back after the turn of the Century, the Rothschilds wanted the sale ["nationalization"] to take place, as they knew that the great and grand era of railroading was over with. For a good technical discussion of the cyclic nature of business and of entire industries,

see the 6 volume set called *The Decline of Competition* by Arthur Burns [McGraw Hill, New York (1936)]. In Pittsburgh, there is a research institute that does nothing but study cycles:

> Foundation for the Study of Cycles, Inc. 124 South Highland Avenue Pittsburgh, Pennsylvania 15206

The Gremlin *modus operandi* cycle of deception / benefit / deception / benefit is a continuation of the operant training they received in the First Estate by their mentor, Lucifer. Back in the First Estate, Gremlins there made the mistake of listening to the high-powered promptings of Lucifer with his attractive exemplary modelling for prompt advancement and accomplishment, even if deception had to be used as a tool to achieve the desired objective; under this doctrine, acquiring the objective itself was much more important than some silly little righteous advisory from Father -- after all, there were no consequences for side stepping Father's advice a few times, and it was just *advice* at that time, as we were without Covenants back then. Over and over again, Spirits back then who listened to Lucifer's counseling to circumvent Father's advice by the selective use of deception (and other devices) found themselves experiencing immediate benefits for having done so; and with such incentives, Lucifer became very popular -- but many Spirits later deeply regretted listening to Lucifer's sugar coated lies, including Lucifer himself, for invisible reasons they never contemplated at the time the recurring deception and benefit cycle was in motion: The time came when Father called together the first of many Council Sessions and we were all presented with a sketch outline of the *Plan of Salvation*, and this Second Estate was diagrammed to us. We all participated in creating this World; then the Council was reconvened again and highly detailed presentations of the *Plan of Salvation* was made to us. This would be a freewheeling world where anything goes, but without any factual memory of the past we would be adrift, so navigation would be difficult and only those persons sensitive to the promptings of the Spirit would achieve the end destination of returning to Father's presence, and soon thereafter inherit his Celestial Status and powers. Like having amnesia, we would not be able to recall the First Estate, other than to have warm feelings about it when mentioned; but our habits and psychological conditioning that we had ingrained within ourselves during our protracted sojourning in the First Estate would carry on largely transparent to the momentary loss of factual knowledge. Now Lucifer realized, too late, the special significance of the memory retention profile of the mind that Father designed into his offspring; this memory keeps accumulating factual information, knowledge, and judgments from out of the past, and keeps drawing on these past experiences to influence and often control the judgment exercised in

the present time. Now Lucifer understood very clearly that the judgments he had been exercising up until that point of time would actually be influencing and even controlling his navigation down in this Second Estate -- and Lucifer didn't like that; he was smart -- he knew that based on what Father had outlined in Council, his circumvention and tossing aside of what was then Father's *advisories* would also continue on down here, and so he would not be returning to inherit Father's Celestial Glory. Now Lucifer really saw that through his past psychological conditioning of himself, he would never return to Father's presence, nor obtain Father's Celestial Status that he had craved for so much in passionate emulation. Suddenly, after it was too late, Lucifer himself now saw the wisdom of listening to Father (that it was listening to Father that had been the real important judgment to make all along). At the height of his popularity, a large percentage number of the Spirits of Heaven had been listening to Lucifer, and soon they too realized that they had been taken in and mislead, and so now while still in Council the invectives started flying: Many blamed Lucifer directly for the garbage advice he had given, while other smarter Spirits realized that the true source of their error had actually been within themselves, and that Lucifer had simply been feeding a want. Those who had been snickering at those dumb stupid unmotivated *goy* supporters of Michael -- wasting their time concerning themselves with the trivia of what Father had to say about this or that when such grand and important conquests were so imminent -- now saw that it was the Last who were now First, and that what they thought had been the First in importance was now the Last. Now that their mentor Lucifer had nothing to lose, he offered himself to be the Savior for mankind, subject to certain qualifications designed to insure that he would return to Father's presence -- but Father declined his invitation. With no possible way to ascend to Father's Celestial Status, Lucifer was not about to let this get any farther without putting up a good fight, and so he then openly rebelled against Father: The War in Heaven was on, but only about a third of the Spirits participated with Lucifer in trying to pull off this incredibly stupid grab for power act; Lucifer was cast out, and was locked onto the domain of this planet (which had been created before the War took place, and the War itself is actually very recent). Many of the Spirits who had listened to and had emulated Lucifer in the First Estate switched sides at the last minute and valiantly fought against Lucifer's Rebellion; as viewed from Lucifer's perspective, these Spirits betrayed him when he thought he needed them most. After the Rebellion was quashed, these Spirits who had switched at the last minute accepted Father's *Plan of Salvation*, entered into Covenants with Father regarding what will and will not be adjudged at the Last Day, and were promised bodies down here. Although they did switch sides at the last minute, they nevertheless continued to retain

their deeply ingrained devilish intellectual orientation, as amnesia only blocks out factual knowledge and not personality or habits [which is why Mothers can often discern noticeable differences in her offspring's personalities from one baby to the next within a few hours after birth -- sorry collegiate Heathen *intelligentsia*, but variations in personality are not "genetic" -- a favorite catch-all word fraudulently used by clowns to explain away what they have no knowledge of].

...Today in 1985, those Spirits that once admired Lucifer so much are now down here among us; and like their mentor they can be collectively characterized by several key indicia: They are highly motivated, intellectually strong people and can be found in any profession where intellectual knowledge is important, such as in the law and in scientific research; their driving themselves in the First Estate to go after one successive hard won benefit after another, as frequently as possible, makes them razor sharp in the pursuit of business and commercial enrichment -- and they have a sparkle in their eyes for the gold and silver of this world (both juristic and physical), as that is what induced them to lay aside Father's advisories and acquire benefits at any cost, and without regard to moral or ethical values or the consequences of deception or damages. They also developed a reputation back then for going just too far. And like their mentor Lucifer, they have an intimate affection in their hearts for music and musical instruments, and no interest in agriculture, horticulture, plants, or farming of any nature. Today, these Spirits are friendly, they smile, and they are easy to talk to; but whenever Jesus Christ is mentioned, they subconsciously draw anything from a blank to outright hatred -- and yet, they do not know why they possess such a disposition. Today in 1985, these Spirits -- one level above demon -- are all around us; and now, just like yesterday, they like to think of themselves as being pretty cute and smart when they pull off a business deal laced with lies and deception; they have no adverse concern for running someone else into the ground while getting what they want, politically or commercially -- it feels very natural to them. Having been trained by Lucifer to selectively incorporate deception into their *Plan of Salvation* for purposes of experiencing strategic conquest, they now continue on with the same old formula since it appears to be working so well and feels so natural to them; and the primary reason why Father let them come down to this Adamic world is because of their valiant display in one of the final Sessions of Council -- but even that judgment of theirs, as correct as it was, was just an isolated fluke [fluke or no fluke, this judgment stands as *conclusive evidence* that these little Gremlins can exercise correct judgment in matters concerning their relational standing before Father -- *whenever they feel like it*]. Having had a protracted working

relationship with them before, Lucifer is very well acquainted with these people, and he is now using these Gremlins as expendable meat to do his dirty work for him; and at the Last Day we are told that Lucifer will be there, too -- and he fully intends to get even.

...Today, we are in the Second Estate for a short while, and everyone is starting over from scratch, even up, and at point zero; and nothing has changed as the world Gremlin's, and a good many Heathens and Christians along with them, are falling for the same line again for the second time over. That Commercial enrichment and other forms of worldly conquest are very important, and so at a minimum, an occasional deceptive act here or there in business carries no adverse significance along with it. Meanwhile, Father has said *no* to deception, and no exceptions. [return]

**[114]** The reason why IBM chose to move its headquarters out of Manhattan in 1961 was shrouded behind a veil of secrecy and deception, a *modus operandi* faithfully replicated later on by other corporate executives while trying to explain away why their offices were being transplanted out of New York City in the latter 1960's and 1970's. Starting on page 28 in *Computer Decisions Magazine* for March of 1977, Thomas Mechling explains the reason why IBM packed their bags and left Manhattan for a hill top orchard in Armonk, 30 miles North of New York City. In explaining away the relocation, IBM Vice President J.J. Bricker tried to peddle the bleeding heart line that IBM employees were unhappy with life in NYC and wanted the suburbs:

> "We have a belief that if the people can spend more time with their families and have easier commuting, there is a certain plus for the employees and their families. The plus is indicated by the attitude of everybody." - [*Computer Decisions*, id., at 30].

But J.J. Bricker was silent on the fact that internal IBM polls had revealed an aversion to move to the suburbs -- just the opposite as reported; later, secretarial and clerical employees would actually refuse to make the relocation to Armonk [id., at 30]. It turns out that the real reason why IBM left Manhattan is because Thomas J. Watson, Jr., had been briefed by Nelson Rockefeller on the planned "likelihood" of a controlled nuclear war taking place in the United States, with NYC standing as a certain target; and so hearing that, Watson wanted out of NYC.

> "The real, unwritten, and unspoken reasons that Thomas J. Watson, Jr. wanted to get his top management the hell out of mid-Manhattan in 1961 was to escape and survive a nuclear bombing of New York City, a likelihood seen by the most

influential, inside-information sources he was uniquely privy to..." - [*Computer Decisions*, id., at 28]

The war Nelson Rockefeller was referring to had been planned to occur far in the future -- in the late 1970s, timed immediately after certain long range military objectives were expected to have been accomplished by then (such as a base on the Moon). The ability to control the direction of the staged "war" by having superior and redundant hardware recourse over pretended Russian adversaries was deemed very important by the Four Rockefeller Brothers. But the planned war never came to pass as unexpected factors surfaced like Russian military intervention and reversals by numerous allies of the Four Rockefeller Brothers (who had started pulling off their own assorted double crosses in 1976); so out of weakness in the late 1970's, the Four Rockefeller Brothers then shifted to a *First Strike* Nuclear War posture, a posture our adversaries took very astute notice of. It is important to realize that when we are formally invaded under Russian supervision, they will be believing in part that they are doing the right thing in order to save the world from Nuclear War [the other parts involve *set up* combined with a deep Russian allure for grand scale conquest]; yes, some folks who never gave it any thought will view that line as being ridiculous -- however, that is not important; what is important is that the impending military seizure of the United States, without any damages, if possible, is viewed by our adversaries, for whatever their reasons are, as being both justified, morally necessary and even compelling. This is why the impending invasion itself is actually very feasible, with both momentum and motive being present. However, the prospect of an invasion remains remote to most folks (to those who have even bothered to think about it) as they dismiss the likelihood of such circumstances ever transpiring. However, an enlarged basis of factual knowledge on the incentives the Russians are operating on now makes this impending invasion very attractive on their part, and an objective assessment would reveal that, yes, they actually do have strong and hard motives for at least trying to do so.

...And as for the Four Rockefeller Brothers, by the end of 1979, each of the Four Rockefeller Brothers had been introduced into the world of Rothschild double cross under violent and unpleasant circumstances -- an interesting look ahead glimpse into the magnitude of the consequences of Lucifer's planned Tort Law double cross at Father's Last Day. [See generally, Thomas B. Mechling in 9 *Computer Decisions Magazine*, page 28 ["Gimme Shelter: Why IBM Fled the City"], (March, 1977)]. [return]

**[115]** Gremlin James E. Lawson, attorney for the Federal Power Commission, testifying before Congress in *Worker's Right to Work* in

Hearings before a Subcommittee of the Committee on the Judiciary, United States Senate, at page 51; 72nd Congress, Second Session, discussing Senate Bill 5480 (February, 1933). [return]

**[116]** One of the neglected Leit Motifs of the New Testament [*Leit Motif* means dominate or recurring theme] is the Adversarial nature of this World being an enlarged continuation of the heated feud between Jesus and Lucifer that took place back in the First Estate; each recognizes the other as his old opponent and rival [see the true Status recognition of Jesus by devils in *Mark* 5:7 and *Lule* 4:34 to 35; and the recognition is mutual in *Luke* 10:18]. The Adversarial contest between Jesus and Lucifer that had its genesis in the First Estate was once continued down here in a desert battle [*Matthew* 4:1]; with that inflated bag of hot air -- Lucifer -- claiming the lead role and challenging prominent Personages, nothing changes on this stage either, because the bouts that Lucifer's imps and Jesus once exchanged as Adversaries are now being handed down to us all as Lucifer's imps throw one good Tort drubbing after another at us, with many folks having no sensitivity even to the existence of the drubbings or their origin. The invisible War we are involved in down here [*Ephesians* 6:12] is a continuation of the conflict in the beginning [*Hypostasis of the Achrons* 134:20]; with those actors on this stage largely following the same mentor now that they had found attractive once before on the previous stage [*John* 8:44; and *Odes of Solomon* 24:5 to 9]. And just like once before in the First Estate, today there is also now a large group of folks just idly sitting on the sidelines watching it all go by; they associated nothing of importance to what they were watching then, and they now continue to associate nothing of importance to the movements of Gremlins today. [return]

**[117]** Remember that deception takes three separate steps to be successful [*Creation, Conveyance and Acceptance*]. If any one of those steps individually falls apart, then the deception stops right then and there. As it pertains to the *Creation* stage of deception: Well known to a few selected legal circles (and in particular the United States Department of Justice) are the words of United States Special Judge Advocate John A. Bingham Jr., who made arguments at the criminal prosecution of John H. Surratt and other conspirators who were involved logistically with the assassination of President Abraham Lincoln. This Trial took place in Washington, D.C. in 1865:

> "A conspiracy is rarely, if ever, proven by positive testimony. When a crime of high magnitude is about to be perpetrated by a combination of individuals, they do not act openly, but covertly and secretly. The purpose formed is known only to those who enter into it. Unless one of the

> conspirators betrays his companions and give evidence against them, their guilt can be proven only by *Circumstantial Evidence*... It is said by some writers on evidence that circumstances are stronger than positive proof. A witness swearing positively, it is said, may misapprehend the facts or swear falsely, but that circumstances cannot lie... It is reasonable that where a body of men assume the attribute of individuality, whether from commercial business or the commission of a crime, that the association should be bound by the acts of one of its members, in carrying out the design." - John A. Bingham Jr. in *Trial of the Conspirators for the Assassination of President Lincoln, Etc.*, at Page 52; in Arguments Before a Military Commission, Delivered June 27 and 28, 1865 [GPO, Washington (1865); Quoting on Part *United States vs. Cole, et al.*, 5 Mclean 601]; {University of Rochester, *Rush Rhees Library*, Rare Books Room ["Lincoln File -- Seward Pamphlets"], Rochester, New York}].

Notice how Conspirators may be proven: Only by one of the *insiders* talking (not very likely), or by watching their movements and observing the train of circumstances they leave behind them. One of the ways to observe Gremlin movements is to observe the more visible people that they necessarily associate with in Commerce [Gremlins have to associate with those irritating non-Gremlin vermin, since there are just not enough Gremlins to go around]. And then watch for the circumstantial fallout resulting from the relational activities by their more visible associates in Commerce to signal something grand impending in the air... something originating with Gremlins themselves.

One example of someone, not a Gremlin, who associated circumstantially with Gremlins and learned in advance of the intended outcome of some of their sneaky maneuverings for conquest and damages, was an Episcopal Minister by the name of Edward Welles. Bishop Edward Welles was Rector of the CHRIST CHURCH in Alexandria, Virginia [the Church of George Washington]. In his autobiography published in 1975, Bishop Welles had a few words to say about his brief interfacing with Gremlin Franklin D. Roosevelt, immediately prior to Pearl Harbor:

> "Another of my friends was Norman H. Davis, president of the *American Red Cross*, who was elected to our Parish vestry. He was very close to President Franklin D. Roosevelt, and saw him frequently. On November 6, 1941, I had lunch with Mr. Davis in Washington, and learned of the approaching war with Japan, which would begin within five weeks. I was shaken, and asked Mr. Davis to urge the President to appoint a *National Day of Prayer*, and handed Mr. Davis a letter I had written to

> President Roosevelt on the subject. Mr. Davis did hand my letter to the President, who did appoint the following New Year's Day as a *National Day of Prayer*. I was so moved by the luncheon revelations that later that very day, I sent out mimeographed postal cards to the congregation, stating:
>
> > 'The Rector is preaching a Sermon at 11am service Sunday, November 9th, which he feels is sufficiently important to call to your attention. The Sermon will assess the desperate situation that confronts America this Armistice Day, and suggests basic Christian attitudes and actions.'
>
> "On Sunday in the course of that Sermon, I said:
>
> > 'Few people realize how great is the possibility that we shall actually be at war with Japan within 30 days.'
> >
> > "The congregation was deeply shocked. And in response to many requests my booklet of Sermons was reprinted with this Sermon added. 28 days after that Sermon came December 7th, the Japanese attacked Pearl Harbor, and the war was on."
>
> - Edward Welles in his autobiography *The Happy Desciple*, at 62 [Learning Incorporated, Massette, Maine (1975)].

Bishop Welles, at that time, had no way of knowing that President Roosevelt's advance knowledge of Pearl Harbor was due to FDR's diligent and extended efforts to bring about that attack. Like others brought in from the outside, Bishop Welles was snared in a Gremlin's web of intrigue by innocent circumstantial association.

Deception is very important to Gremlins, as they continue on with their deception down to the present day, by wanting folks to believe that no one could possibly have known anything was afoot in 1929:

> "In the Summer of 1929 a few prophets foresaw the coming stock market crash. Only one gifted with second sight could have foreseen the sequel -- a world depression historians would single out by calling *Great*. In the United States at any rate, most of the businesses community continued to believe in permanent prosperity, until the bottom fell out."
> - Harold van Cleveland and W.H. Brittain in *A World Depression?*, Foreign Affairs, page 223 (January, 1975).

Contrary to what those two gentlemen would like you to believe -- that *no one* could have known what was impending, in fact the Gremlins knew,

and they took steps to immunize themselves from the unpleasant circumstances they were planning to bring down on us all; but not everyone was caught off guard by their manufactured depression: Those individuals who had been tipped off by Gremlins also went about their work buttoning down the hatches. We turn now back into early October, 1929; into a bank in New York City, where a young banker was about to be introduced into the eerie world of Gremlin intrigue:

> "I was impressed when Mr. Henry Morganthau Sr., a retired banker and former ambassador, called on the bank in person, and directed it to dispose of every stock, security, and bond then held in his Trust, and to reinvest the proceeds in Bonds of the U.S. Government. Gratuitously, he added that he wished these bonds remained so invested until he directed otherwise, a step which he said he did not contemplate taking for at least 15 years... To me it seemed as if he knew what he was doing and why. He did not appear to be following a hunch... The impression he gave was one of confidence in his judgment. It was this impression which convinced me that there was a basis for that judgment, that what he knew others could know." - Mr. Norman Dodd, in a New York City speech in 1946 [Mr. Dodd later went onto be the Director of Research for the Reece Committee of Congress in 1953, investigating the role played by Tax Exempt Foundations in furtherance of Gremlin objectives. See *House Special Committee to Investigate Tax Exempt Foundations*, House Report 217; 83rd Congress, Second Session (May, June, July, 1953); Mr. Dodd is identified on page 5 as being the Director of Research [which in itself produced another chilling successive seriatim of factual accounts in well organized Gremlin mischief].

A few weeks after Mr. Morganthau took that action directing the reinvestiture of his family Trust money, the advisory memoranda that Gremlins had been quietly circulating among their intimates began to jell, and the Great Stock Market Crash was on, as planned [as I will discuss later].

...Now it is 1985, now quite some time has lapsed since the first great American Depression, and now another Great Depression is once again scheduled to make its appearance; and as before, individuals transacting business with Gremlins are once again dropping *Circumstantial* indicia that Great Depression II is impending:

> ...In 1979, planning for a large regional mall to be located on an abandoned airport in southern Rochester, New York, was in its advanced stages by a consortia of the Wilmorite Group (of the Wilmont Family who previously built numerous large

shopping centers) and Emil Mueller (who owned the land underneath the abandoned airport). The Mall would be called *Marketplace Mall*, and the very extensive and impressive research and market studies on the Rochester area demographic and retail purchasing power had been completed. This mammoth Mall would be a magnet, bringing in shoppers from far away Syracuse and Buffalo, New York, and even Toronto, Canada. Having done its homework, the Wilmorite Group sent its leasing scouts out to search for tenants; they needed a few heavy anchors [*Anchor* tenant means the big well known national chain stores who draw large crowds with their large advertising budgets], and quite a few small tenants as well. They managed to line up Sears Roebuck, JC Penney, and small regional department store chains like McCurdy's and Sibley's [owned by Associated Dry Goods Corporation in New York City]. They made a preliminary inquiry at a Canadian department store chain called *The Hudson Bay Company*, based in Toronto, but the Wilmorite invitation to lease space in Rochester was politely declined. The *Hudson Bay Company* chain is exclusively Canadian, and does not have any store anywhere in the United States, but that meant nothing to the Wilmorite *Mall* pushers; so several Wilmorite leasing executives paid a personal visit to the *Hudson Bay Company* administrative offices in Toronto to try and convince those Canadian fellows that this American mall was going to be special, and that they might want to reconsider this one. That is a normal everyday business proposition, and the Wilmorite executives were in Toronto on a normal everyday business trip -- but they were not prepared for the shock that they would be receiving, as they found themselves entering into the closed private world of international Gremlin intrigue; they would be leaving Toronto bewildered that day. While trying to make their leasing presentation to *Hudson Bay Company* officials, the Wilmorite Group was told that the *Hudson Bay Company* would be unable to lease space in that proposed Mall, as well as any other Mall in the United States -- because American exclusion orders had come down from upstairs, from advice by Gremlin Edgar Bronfman himself [of *House of Seagrams* in Montreal], that a major American depression was in gestation, and that your proposed Mall would one day be desolate, and that the *Hudson Bay Company* would be unable to participate in your venture. Needless to say, such blunt rebuffment is very rare in business on the North American Continent, where common business rejection practice nowadays is to deflect the real reason off to the side and point attention over to something else nice. [A toned down and less grandiose

*Marketplace Mall* opened to the public in late 1982].

...Now in 1985 it is some five years later with some industries stagnant and others showing modest growth, but no real prosperity in the air. Now word has come down from another business associate of Edgar Bronfman who works for *Fairview-Cadillac, LTD.*, a large Canadian real estate development firm (who speaks to Edgar frequently on the phone), to watch for a period of large corporate mergers in the news, as the management, acting on *inside* information, starts to button down the hatches; generally, about 1990 or so is the year planned for the planned erosion in the economy to start to appear widespread due to the wide ranging number of industries that will have reached hat long awaited Gremlin day of a *Stationary State*, or stagnation. The computer industry will likely never recover from its doldrums of 1983; discretionary retail purchases will slow down first, then followed by a slowdown in necessary items like food and clothes, so watch for inventory statistics by retail chains, as they accelerate their personnel and inventory trimming. Government unemployment and Commerce statistics should be disregarded, together with the planned assurances for the media and Government to make: *that all is well*. Personal moves to be made to deflect the effect of the Depression should be to replicate for yourself the *Principle of Nature* manifested by certain mammals like chipmunks and squirrels, as they accumulate a personal reservoir of storage items to hold them through known impending lean seasons. This impending Depression in the United States off in the 1990's will be unique in the sense that the United States will also be simultaneously finding itself engaging in military defense operations internally; and the disruptions to Commerce such military intervention created will cause regional are as of where there are literally no commodities available for purchase at any price (unlike the somewhat quiescent domestic scene in the 1930's and World War II where the stores had merchandise to sell and the problem then was lack of purchasing money).

...No, Edgar Bronfman will never publicly say anything revealing, as Gremlin Conspirators, like Lucifer, do not operate in the open; but having our *ears close to the ground* and by watching people who interface with Mr. Bronfman, those *circumstances* tell us more than what we need to know: That the world's Gremlins have a few surprises planned for us. And today, just like in the 1930's, the next Depression is also

being brought to you courtesy of international Gremlin intrigue -- and not by some confluence of market factors that collegiate *intelligensia* economist clowns, and others sponsored into positions of prominent administrative power would like you to believe, such as this little imp:

"The problem of controlling booms and depressions is a major part of any country's economic problem, at its broadest... The problem of preventing booms and depressions has to do mainly with the question of utilizing our resources as fully and continuously as possible." - Marriner S. Eccles, Chairman of the Federal Reserve Board, in *Controlling Booms and Depressions*, Fortune Magazine, page 88a (April, 1937).

Sorry Marriner, depressions originate with the massaging of the economy under the plans of Gremlins; a situation made technically feasible since the economy is under the central control of an instrumentality of the King. Giving the Gremlins more control of the house management, *fully and continuously*, will not end the depressions, as Gremlins have been more than competent to manufacture depressions with less than the degree of control they now have. Only getting rid of the Gremlins themselves will end depressions -- but this is not the kind of talk that Gremlins want to hear propagated.

# Invisible Contracts Third Party Interference With a Contract

by **George Mercier** 

In a Contract Law Judgment setting, questions sounding in the Tort of unfairness regarding the interference of a person not a party to a contract in causing a person who is a party to a contract not to honor his contract is irrelevant, as I will explain later on; and so when cries of unfairness wallow up at the Judgment Day, as claims of unfairness will be heard in having had Lucifer's low key assistants hacking away at us down here, those cries will then be in vain, as the unfairness in Contract Law of outside interference in contract administration is irrelevant in measuring contract performance itself. For example, the fact that an Employer terminated your livelihood, and you subsequently experienced a cessation of money coming in, and so that now you are unable to pay your apartment lease payments, is irrelevant in an Tenant Eviction Proceeding. Either you have paid your rent as the Lease Contract calls for, or you haven't. Even though the secondary effect of your livelihood being terminated directly restrained you from honoring your Lease Contract due to a lack of money, your Employer is not a party to that apartment Lease Contract, so what your Employer did or did not do is not relevant in a leasehold Eviction Proceeding. That is Contract Law Jurisprudence; its cold, mean, and it isn't really very "fair" -- so now addressing that face on, we should start to negotiate our personal business contracts on terms we can live with, rather than snicker at Judges when we are in default later on. Remember the reason why "fairness" is not relevant in a contract grievance: Because if judges allowed "fairness," so called, to enter into one side of the grievance and benefit one party, the effect of the entrance of such "fairness" into the evidentiary setting presented to the Judge for a ruling, will always work a Tort on the other party. What is the correct solution? Ignore all claims for "fairness" and just enforce the contract. Cold, brutal, mean, harsh? Yes... but proper. Rather than snicker at Judges at that late date well after you are in default, you might want to address the origin of your problem: You entered into a contract you could not handle under a worst case scenario (worst case meaning loss of livelihood).

And those are the kinds of very narrow and precise lines that we need to think in, in understanding Contract Law. You may very well have legitimate mitigating circumstances to justify why you could not honor a contract -- but is an *Election of Remedies* for the Party that you are in default to, to decide what he intends to do with you, and it is not anything for an enforcement judge to take notice of. But contrary to the *sub rosa* silence of Lucifer on the existence of any Contracts in effect with Father, Father is in fact operating on Contracts and

under Contract Law Jurisprudence with all of us down here, and not on the principles, fairness, equality, and justice of pure natural moral Tort Law. So only the content of our Contracts will be of concern to Father at the Last Day. Under the justice of natural Tort Law, the equality of judgment fairness requires that a person be adjudged on the basis of how other similar people are being adjudged; but this is not relevant to Father for our purposes at our Final Judgment. [1]

Those Torts that are committed by us and those great things that are done by us outside of our Contracts are irrelevant to Father (and to ourselves at the Judgment Day); also irrelevant will be those factors of natural Tort Law, such as fairness, rights, equality, and justice. So the Illuminatti, going into the Judgment Day with their pure natural moral Tort Law excuses all very neatly lined up to justify, vitiate, and excuse their incredible abominations under Lucifer's brilliant counselling, will be just like a Constitutionalist, so called, going into a 7203 prosecution judgment with a bank account contract and arguing principles of natural and moral Tort Law (want of a *mens rea*, morality, rights, basic justice, privacy rights, no *corpus delecti* damages, unfairness, excessive Eighth Amendment punishment for a mere omission, Common Law says..., etc.) and then demanding justice, and all of these elements of Tort Law pronounced very well through numerous Supreme Court rulings and Constitutional clauses; but they are not applicable to the merits of a Contract Law Judgment setting. Both the pseudo-clever Illuminatti Gremlin and well-meaning Constitutionalist who still needs intellectual development on Contract Law Jurisprudence, are both totally convinced that they are absolutely correct -- but the unknown reality is that they are both just plain wrong, and for the identical same reason: Their arguments, reasoning, and justifications, although absolutely correct in another judgment setting of pure natural moral Tort Law, are off-point by a wide variance: Because in both of those Judgment Day and 7203 judgment settings that the Illuminatti Gremlin and well-meaning Constitutionalist are being adjudged by, are under invisible Contract Jurisprudence and Contract Law, not Tort Law. [2]

Knowing what you do now about Tort Law rationale and our First Estate Contracts with Father, let us examine, just for the moment, the Old Testament's account of Sodom. There was a city, we are told, full of licentiousness and whoremongering, and although that behavior doesn't sound too attractive to most folks, let us consider the fact that in such behavior there are no damages being experienced by anyone, there is no *mens rea,* and that all of the persons who participate in those orgies have consented -- and furthermore, biological benefits are present. (When criminals are about to work a crime on someone else, that advance planning in their minds is called the *mens rea*. The

reason why their mind is evil is because they were about to try and damage either another person, or someone else's property). [3]

So if everyone is consenting, and there are no damages, and there is no *mens rea*, then there is nothing to remedy, and there is no cause of action to effect a "retort," and there is no retortional corrective justice to apply, since nothing went amiss in the first place. General reasoning in this area is very prevalent today (meaning that many folks today have no concern for the inappropriate use of those ecstatic circumstances which initiate mammalian reproduction). Heathens don't like to hear this kind of talk, but Father actually operates in an unchanging straight doctrinal line, without any skew to accommodate the pleasing intellectual music devils propagate that are sounding in the justifying Tort of liability mitigation, that now, just somehow, enhanced relative levels of technical knowledge ["this is the Information Age"] or that self-perceived aggrandizement of intellectual sophistication, relegates such anachronistic Stone Age bugaboo standards to a classification status demeaning to your enlightened standing. [4]

What then gives Father the right to expect technical compliance with such ecstatic extracurricular circumstances that every person knows Father does not approve the inappropriate use of? What gives Father the right to penalize us for engaging in circumstances that not only damage no one, but are actually biologically beneficial -- circumstances which when administered clinically during the formative years under a therapeutic factual setting will actually correct impending deviancy inclinations? The answers lies in Contracts, for where there lies a Contract, a regulatory jurisdiction is in effect and there doesn't have to be any damages experienced for someone to be penalized for technical Contract violations; and furthermore, your excuses for non-compliance are irrelevant should a grievance ever come to pass. That is where Father got the right to turn Sodom upside down and terminate all people living therein, and Father did so without any nymph in Sodom being damaged, everyone consenting to that behavior, and the residents of Sodom never manifesting an evil state of mind towards other residents, as pure, raw fleshy Hedonism was practiced without let up. [5]

The questions of damages, of the presence of a *mens rea*, and of consent are Tort Law arguments, and are not relevant when contracts are in effect. But wait, "I was never baptized, I never entered me into no Contracts with Father. My parents never got me involved with no church. I don't have me no baptism certificate in my closet."

Yes, even you have invisible Contracts now in effect with Father. We all have Contracts in effect, and we all took out these contracts, all

of us without any exceptions did this, back in the First Estate as Spirits. And it was then and there that we were on our knees before Father taking out Contracts in the angelic language we were then speaking, back before our memories were temporarily abated down here, that's when.

This then is the Grand Key towards understanding why people want contracts out of you: Because that contract you gave them gives them the right to deal with you effectively at a later time. In the case of Heavenly Father, those previous existing First Estate Contracts give Father the right to deal effectively with us at a later time, both individually and collectively down here, should our degenerate Contract wickedness exceed his patience and threshold level of tolerance (as the Old Testament documents over and over again), as well as providing a Contract Law Jurisprudential judgment setting at the Last Day where Tort Law arguments of *evil accomplished in the good name of justice* are ignored. In the case of the King, he too wants contracts out of us to accomplish his revenue raising objectives, and then later enforceable against us under threat of incarceration otherwise not permissible absent a Commercial contract. In the case of Lucifer and certain Mafia Families, they too deal in contracts to deal effectively at a later time with a dissenter who leaves their ranks and starts to talk or otherwise creates troubles: By having the dissenter killed. In a contemporary Commercial setting, merchants, lending institutions, landlords, etc. all want recourse contracts out of you so they can deal effectively with you at a later time in Summary Judgment proceedings should there be a default. And on and on. [6]

Those who want to go forth and *fill the measure of their creation*, just like Prophets and Patriarchs, need to go out and get some replacement Contracts with Father;[7] the status of a person being a Prophet or Apostle down here does not exalt them or confer upon them any special entitlement, as everyone is exalted by reason of their Covenants with Father, and their status as Prophets are actually an administrative work assignment for them. [8]

You don't need to be a Prophet, or raise people from the dead, or be endowed with Celestial magic to snap your fingers and heal people of cancer, in order to go forth and *fill the measure of your creation*, but you do need to fulfill difficult Contracts. [9]

...Which leads us to the conclusory observation regarding the overall wisdom of ignoring the terms and conditions of contracts we sometimes improvidently get ourselves into: That people who are well seasoned experientially realize that although ignorance may very well be bliss in the dreamy *Alice in Wonderland* emotional aura it psychologically

creates, this line on Contract Law Jurisprudence is exemplary as to why ignorance is also highly self-damaging in the practical setting. [10]

Yes, the benefits inuring to persons entering into and honoring Father's New and Everlasting Covenant are so great that the judgment of folks trying to search for ways to work around it (by either adapting Tort Law reasoning ["I don't need me none of that -- it's all the same God"] or by adapting a posture of avoiding responsibility through claims of factual ignorance), really looks pathetic by comparison. [11]

And speaking of ignorance (and of staying in ignorance by choice): An interesting secondary element surfaces in the Restraining Order and the chronologically correlative criminal prosecution of Armen Condo. Not only did Armen Condo not honor his contracts with the King, he did not even know of their existence. [12]

This state of affairs of throwing criminal prosecutions against people who do not even know of the evidentiary existence of a contract the King is operating on, has been under consideration and review by the King's Agents in Washington. Staff members in the Treasury Department have been analyzing the possible benefits and consequences to the King if, in the justification of the Income Tax, the IRS were to shift over to a correct presentation of the Law, in the context of proper and natural morality and ethics, based on a voluntary attachment of Equity Jurisdiction, and applicable only to a special class of people. At the present time, the IRS presentation of the Law, in explaining why an Income Tax is to be paid, continuously shifts attention over to the 16th Amendment, and kind of winds up by saying that:

> "...well, we collect the tax from every one because the 16th Amendment tells us we need to."

You may be surprised to hear this somewhat pleasant note, but there is internal disagreement within the Treasury Department on the long term wisdom of such an erroneous presentation of the Law. And both Armen Condo and Irwin Schiff are prime exemplary models to explain this interesting change in viewpoint now in intellectual gestation within the senior administrative rank and file of the King's own tax collectors. In Treasury staff meetings ever since the early 1970's, there has been concern expressed regarding the growing Tax Resistance Movement, so called.[13]

Senior staff members have known about this Movement well in advance, back to the early 1950's, and it was very clear to them at that time in the 1950's what we now are seeing all around us: Open and growing

resistance and defiance to the assertion of tax collection authority by the King.[14]

Back in the 1950's, statisticians in the Treasury Department, in their long range (10, 20 and 30 year) revenue/budget projection plots, saw that the combination of both inflation and the percentage progressive Income Tax would, in just a few decades, be pushing just the average worker into highly aggressive tax levels of up to 50%.[15]

In the 1950's, those workers had then been paying just a small percentage.[16] It was known at that time that there would be public concern of the growth from those low taxation rates in practical effect then, to the substantially higher tax rates expected in the future, and that this public concern would grow increasingly with each passing year.[17] And it was expected that the thrust of the public concern that was out in the open, would be of the basic legitimacy of the Income Tax itself, and that such concern would have a strong current under it due to its percentage progressive nature that would accelerate into such noticeable levels when inflation was strong for several years in a row; so much so that even ordinarily blind, disinterested, naive and politically benign people would then perk up and take interest; and even businessmen would start to slough off, rather than give away their hard earned income stream to termites. With the annual increment in Inflation, the public's questioning of the general illegitimacy of the Income Tax would be incremented with each passing year, as it was expected that the public would notice that although greater taxes are being paid, no additional benefits or commensurate services were being experienced or being returned by the King in one year to the next. This illegitimacy angle was expected to be a "center of gravity" in the public's view, since the general public is unaware of the ethical and moral basis of the Excise Income Tax, and of an attachment of Equity Jurisdiction involved (in other words, the King can demand and get anything from 0% to 100% in Equity and be morally correct, because your participation with him in accepting his benefits in Commercial Equity is purely voluntary, and so any amount of gain you acquired in King's Commerce is gain that you would not otherwise have). That attachment of King's Equity Jurisdiction always precedes the liability for the tax. And so it has been expected for some time that the United States would one day experience the most extreme and intolerable levels of income confiscation ever known to Americans: Without any reciprocity by the King, without any apparent *quid pro quo*[18] of incremental increase in benefits to be experienced from one year to the next, and without any justification at all for the annual percentage incrementation in tax extraction. These projection plots were not deemed to be of very high priority at that time back in the 1950's, but the results and findings

were circulated among some administrative personnel and they eventually made it over to two Congressional committees. Under the Treasury Department's projection models and plots, it was predicted that open defiance would come some day as such expected aggressive tax levels are simply not bearable by average folks, previously quiescent, who would then start to question the legitimacy of the tax itself.[19]

The catalytic effect of such aggressive tax levels would be the deprivation of the ability of such average folks to provide minimum necessities for themselves, such as housing and food.[20] One of the questions that was hypothetically addressed in the accompanying report is the concern the Treasury had of the general institutionalized acceptance of "Tax Protesting" by the public. Like the widespread flaunting of the assertion of the King's law during Prohibition, a little resistance and a few flare-ups can be managed well in the early stages with some well publicized spankings,[21] but a lot of resistance later on produces Jury Nullification, widespread administrative non-cooperation, secondary disrespect for the Law in general, a growing underground economy, as well as numerous other technical problems. In the present discussions that are now going on in Washington, there is a minority viewpoint being developed that suggests the possibility that it might be worthwhile for the United States to consider exploring the feasibility of heading off the impending blossoming Resistance by preventative means, and one possible way to do that would be by having the IRS justify the tax along ethically specific and morally correct reasons, and on grounds harmonious with Natural Law, involving citing just the Commerce Clause, equity benefits and contracts (bank accounts, direct beneficial interest, adhesion, equity, employment, political, and state Juristic Personalities), and to emphasize that only special individuals in these classes who want these special juristic benefits have any liability at all for the King's Equity participation tax on incomes. Such an officially sanctioned justification would strip away the veil of illegitimacy that now permeates the Income Tax among many people, and would show to all the immoral position of Armen Condo and Irwin Schiff, as those two were caught defiling themselves by dishonoring contracts they had with the King. The consequences of this reversal of IRS public justification would be manifold:

> 1. First, it would discredit people like Irwin Schiff and Armen Condo, who have propagated legally defective tax related information around the countryside. Appearing on television and selling large numbers of books, these people develop a cult following [if *cult* is the word] and contribute to the institutionalization of public acceptance of defying the King, and their cult continues to grow even though the

information they propagate is misleading and technically defective, and will collapse in front of a Federal Judge.

2. Tax revenues would decrease a bit in the near term as some people shift their Status around to avoid being a Taxpayer; [22]

3. Tax revenues would increase a bit as the immoral and unethical position of Tax Protestors is frowned on, rather than cheered on by courtroom supporters; and the resentment against paying a high percentage tax would cease;[23]

4. The underground economy, so called, would partially disappear, as black markets in any commodity can only exist to escape the forced intervention of Government that creates unnatural pricing. [24] (Bolshevik planners who have reasoned that the underground economy will disappear altogether with their planned cashless society, with all financial transactions reported to the IRS, are in error);

5. Tax revenues would increase in the long run, as most of those folks who suddenly got rid of their bank accounts and other attachments of King's Equity to save money found out that the loss of income, benefits, cutoff from Commerce, deprivation of mortgage and loan availability, and other adverse secondary effects just wasn't worth it. This is now happening on a small scale with some commercially oriented enterprising type Patriots[25] who are re-entering the highways of Commerce and signing up with the King again (but this time under careful circumstances).[26]

6. Near term revenues would increase as Taxpayers who now view the tax as either wrong, immoral, or illegitimate and then claim excessive deductions would be hesitant to do so when the moral position is shifted around and now it's their failure to pay their full share that is a serious act of self-defilement on their part.[27]

It is the opinion of staff members that although this is an interesting model to consider, its revenue generating strength for the King lies in the correction of wholesale public perception of the King being wrong and working immoral acts on the countryside. Since a majority of Americans still do not perceive of things being this way at the present time, this revenue enhancement and Tax Resistance termination model is best kept on the back shelf, for a while.[28]

The value in this story is the knowledge that the King's Tax

Collectors in Washington are not the intellectually lethargic and dim-witted bureaucrats some people make them out to be.[29] They are constantly polling public opinion and testing for factual knowledge, to see what they can get away with.[30] They are brilliant and they know exactly what they are doing at all times.[31] So too, the IRS knows exactly what it is doing, just like the King. And its present policy of justifying the tax based on a phony hybrid composite blend of top-down universal Civil Law and 16th Amendment grounds is in place for just one reason: Because at the present time it is to the King's financial advantage to do so, due to baneful public *ignorantia juris*. (But remember the King propagates this erroneous justification because of the institutionalized political banality of most Americans. Reverse the banality and the King will very likely reverse himself). I have a hunch that the King's reversal will be virtually automatic when the time is right. He closely monitors public opinion, and he is careful in his public pronouncements.[32]

So all factors considered, it is unlikely that the King would not switch public tax justification positions where it is to his own self-enrichment financial advantage to do so.[33]

Just as there is deception and lies in the conveyance justification being offered to Americans for an unreasonably sized chunk of their wealth, month in and month out, year in and year out without any let up in sight, so too was the Income Tax justified on fraudulent terms by Congressmen who, just like the King's Senior Tax Collectors today, had a pure and perfect picture of their *magnum* Torts of deception and lies. Yes, if you were to believe Congressmen trying to push the 1913 *Income Tax Act* through Congress, the world was simply crying out, insisting, and even strongly demanding that they be taxed, fleeced, and thoroughly looted.[34] But if that statement from George Hull is not enough to turn your stomach, then perhaps some other previous statements, emanating from the floor of the Congress in support of the *Wilson Tariff Act of 1894* [which contained an Income Tax rider (the Income Tax bill would not pass the Congress by itself)], which present a flowery wonderland promised to us all, if only we were just taxed more heavily, just damaged more intensely, and deprived of just more wealth through one more turn of the screws, is just strong enough to make someone choke.[35]

The King's policy of keeping the ratio between the Income Tax bracket and the percentage tax demanded where it is, is because it lies just below the threshold toleration level, although not precisely so. The King's Agents are constantly surveying us folks out here in the countryside to see how many of us are in what tax bracket, so the King can reassess how much more tax confiscation can be extracted from us

without an unmanageable revolt.[36]

It is the possible likelihood that this threshold toleration level would be overpassed and broken that concerns certain senior bureaucrats in Washington, who are wise to the practical secondary consequences such a passing of the threshold limit would create. The meaning of this concern is perhaps best understood by the 1979 analogy of the oil pricing decisions made by Saudi Arabia's Oil Minister, Sheik Admed Yamani. The Sheik's adamant refusal to raise Saudi crude oil prices above the $40 per barrel limit in the face of such rare and unusually strong world wide petroleum demand puzzled many observers.[37]

From the viewpoint of some folks, the Sheik was passing up on a golden opportunity to cream in some extra bucks while the oil boom lasted across those several months. To other observers of the passing scene, the Sheik was a friend of the United States, and was just a good, kind, caring, public welfare oriented person who simply had the world's best interests in his heart as he refused to raise prices any higher. But the real reason why Sheik Yamani was trying to keep the oil prices artificially low is the same reason why the Congress has fixed the Income Bracket/Percentage Tax ratios for the Income Tax at their present levels: Because raising oil prices to levels above a threshold toleration level then equal to higher priced alcohol would cause the universal shift to alcohol and other non-crude oil based substitutes, and so oil would then not be purchased at all in the future; just like more aggressive Income Tax levels would cause folks to simply abandon taxes altogether, thus leaving the King with nothing from these folks (as I mentioned that some Tax Collectors have been concerned about since the 1950's). And that is the great art of pricing in business: Keeping prices competitively high, but just below the threshold level of rejection.[38]

No relationship to cost, no relationship to benefits received, no relationship to hard intrinsic value. Just pricing based on Enscrewment (a similar conclusion reached by others just cited in the footnote, but they use their own proprietary language that removes identification of the moral orientation (for good or evil) in the actors. As for pricing within the interior of shared monopoly cartels -- this is why sophisticated pricing strategists know that charging the highest momentary price the market will support is not necessarily the best thing to do for yourself: You may win that battle under unusual circumstances, but loose the long term war for several different secondary reasons. And our King, with his monopoly, is no different in either motivation or strategy. And that concern about likely rejection by ex-Taxpayers is also the same reason why

sophisticated attorneys who work for the King know that it is often best to drop a prosecution, *sans gene*, in a low level Administrative or Trial setting, rather than raise the presentation threshold level of the grievance to senior judicial appellate forums and risk an adverse appellate opinion on appeal that might benefit others, even if unreported.[39]

Like the Sub-Threshold Pricing Enscrewment Model in Commerce, there is also a Sub-Threshold Prosecution Enscrewment Model in effect in the corridors of Government as well, as the Judiciary is used latently by prosecutors in ways to help enrich the King.[40] [Incidentally, the Rothschilds and their ideological mentor, Karl Marx, have planned this impending state of affairs since the Paris Communes of the 1800's, but their *sub rosa* political involvement and quiet intellectual sponsorship required our national consent through acts of own American legislatures, which they got. (So we really did this to ourselves). And so I am only interested in now addressing things as presently fabricated under American Law; and since the King is now collecting Income Taxes exclusively by contract [numerous layers of invisible contracts difficult to see], only the content of the contract is relevant to discuss, when a grievance under the contract later comes up for judicial review and enforcement. And so questions, sounding in the Tort of unfairness, as to just who ultimately sponsored this grand scenario become largely irrelevant, when contracts are in effect. The facts are that the Income Tax has been around in the United States for a long time. The American colonists had such a tax imposed on them,[41] and there was also one imposed during the Civil War under Abraham Lincoln.[42] But the distinction between those prior belief and transient *ad hoc* taxing occurrences and the present permanent Income Tax is that our contemporary Income Tax has an underlying political objective as its primary goal: It was originally designed and is now intended to forcibly screw, harm and damage people, first, and then to raise revenue as a wealth transfer instrument, second.[43]

Creating damages through such devices as a national Tax on Incomes, as a tool for conquest, is very important to international Bolsheviks, particularly since they thrive in an atmosphere where the true seminal point of beginning of national destruction is obscure and difficult to see; and very few folks see the Income Tax as the great tool of destruction that it is.[44]

For example, The World Bank in Washington will not make a loan to any political jurisdiction in the world, unless that country has enacted a national income tax at rates high enough to satisfy the Bolsheviks. Nations rise and fall on Income Taxes.[45] And here in the United States, the State of New York, under the evil genius of Nelson

Rockefeller, enacted the highest corporate and personal income taxes in effect, of any state, during the 1960's and 1970's, driving a large number of businesses and literally millions of people, to emigrate from New York.[46]

Income Taxes have a history of being used to accomplish special objectives which, by their nature, require the creation of some incidental damages, and so Gremlins trying hard to run a country into the ground, need generally look no farther than simply initiating a Taxing grab on Incomes.[47]

Although making life difficult for *Individuals* is important for Gremlins as a source of damages, creating military engagements and wars can be another such source of damages,[48] and quiet national economic enscrewment still another.[49]

Today, in the United States, law school students are taught the Bolshevik line that Income Taxes are good for the country because of the social engineering that can then be performed with the confiscated money.[50] Having been contaminated with clever lies originating from a devilish source far beyond their minimal factual level of comprehension to understand, and also requiring a level of judgment operating on a repository of knowledge in excess of their limited capacity, some sympathetic little Gremlin lawyers are now trying to twist basic property rights around to have the mere omission of an Income Tax be construed as a Tort on impoverished people, arguing that poor folks now have some type of a social right to your money.[51]

The bottom line is that the Income Tax continues to roll on; opposition is minimal; Tax Protestors are being frowned upon by the general public at large, viewed as cheaters making Government only more expensive for themselves; and so the Income Tax is now accomplishing its Bolshevik political mission in the philosophically divided House of the United States, with flying colors.[52]

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**[1]** There are many people who take the view, seemingly very reasonably that, since they have accepted Jesus Christ into their lives, and since they are just as good and moral as anyone else they know (and a lot more moral than many other people), then it is quite reasonable that they will be going to Heaven. This view is very widespread today, and it is also quite defective. First, the fact that you are just as good and moral as anyone else is irrelevant to Father in our impending Judgment Day to be held under a Contract Law jurisprudential setting. Father has no interest in any relative or collectively weighed anything. You, individually and personally, have either progressed under your Contract, or you haven't; and what some guy down the street

does or avoids is not relevant to you and your Contract. The unfairness of possibly being treated worse than someone else in a grievance is a Tort Law argument. Second, the fact that you have accepted Jesus Christ into your life is very significant -- but only as a point of beginning, and not as a terminating wrap up to anything. The error made by many Christian folks -- that their acceptance of Jesus Christ completes their forward motions on Heavenly matters -- is the same error that many other folks make by assigning either a terminating or concluding attribute to the execution of contracts [like walking out of an automobile dealership with a sigh of relief that since you've the contract and the car is your's, well, that ends the matter; sorry, but that *Purchase and Sale Contract* only started the matter]. Entering into a contract -- whether with Heavenly Father or anyone else -- is always just a point of beginning, a fact that sharp Gremlins have taken very astute notice of. While taking about a Diplomatic Treaty that was just signed (and Treaties between Governments are contracts):

> "It is a fundamental mistake to assume that the treaty ends where it really begins. The signing of the document on June 28, 1919 at Versailles did not complete its history; it really began it. *The Measure of Worth lies in the process of its execution and the spirit in which it is carried out by all of the parties to the contract."* - Bernard Baruch in *the Making of the Reparations and Economic Sections of the Treaty*, at page 8 [Harper & Brothers, New York (1920)]. (The italics formation of the last sentence was that way in the original, so it represents an idea Bernard Baruch deemed important).

Here is a Gremlin -- Bernard Baruch -- telling us that when he participated in partially negotiating the Treaty of Versailles in 1919, he knew that many folks commonly view the execution of Treaties to be the end of the matter; but sharp Gremlins know that contracts only start the action in motion; so we too should be cognizant of this attribute in Nature. [return]

**[2]** As a concluding by-line to this digressionary discussion here on Father and Contracts, if you'll but give it a few moments thought and imagination, it is interesting to note that this impending Judgment Day arrangement that Father designed, gives a generous built in structural edge to those persons who are trying to become the Sons of Eloha, and the procedure itself also creates obstacles for those who have no interest in such a Celestial Objective (as if the operation of the Judgment Day mechanical procedure itself assists in separating embryonic Eloha from their ministrants). So now we need to ask ourselves a question: Does that structural arrangement sound like it

comes from someone who knows what he is doing? Yes, it sounds like Father knows exactly what he is doing; and if that is true, then we should listen very carefully to anything Father has to say and would like us to do. And consistent with Father's intentions to give his Sons the edge whenever possible, while exposing them to the same environment and standards as everyone else, comes the following arrangement: That after we enter into Father's Advanced Contracts down here there are some other circumstances we can go through down here to accelerate the Judgment Day to the present time (but that is another Letter). I am only making the comparative point here that the lack of national collective interest on the extreme significance of that Judgment Day accelerant statement replicates the lack of national collective interest on the extreme significance of bank accounts and other high-powered contracts as those Equity instruments define our sub-parity relationship with the King. In both cases, this information is freely floating around the countryside, but one first has to define objectives, ask questions, and then exert efforts in order to get to and then understand answers to questions. (And it is the discipline and serious attitude such a procedure requires which largely explains why there are so few people around who possess such important knowledge; not that there are few knowledgeable persons that is an inverse indicia to gauge the importance of the knowledge). [return]

**[3]** Furthermore, just to make things seem psychologically interesting back then, I am sure that Lucifer blended in some ceremonial flair into those orgies, by conveying the image that orgies were officially sanctioned, somehow. Like contemporary Witches emulating their mentors in Sodom by performing Fertility Rites on the Witches' Sabbath, an interesting sounding excuse will satisfy most folks. When Witches are not otherwise busy *pulling down the moon*, almost all of their rites involving licking down some slice of meat [see Raymond Buckland's *The Tree, The Complete Book of Saxon Witchcraft*, from Seax-Wica Voys, Box 5149, Virginia Beach, Virginia 23455]. [return]

**[4]** "We do not believe in situation-itis; we do not go with the people who think that there is a different age, that this is a different , that these people are more enlightened, or that [this standard] was for old times. Always the Lord will hold to his statements that he has given through the ages, and he will expect to respect themselves, to respect their wives, and the wives to respect their husbands." - Spencer W. Kimball in *Conference Reports* ["God The Same Today"], page 162 (April, 1975). [return]

**[5]** "As a young man David demonstrated a courage and a strength and a power that likely has not been equaled in all of the great characters of the scriptures. He fought with wild beasts and overcame them,

defeated the giant Goliath virtually with his hands, and then served through many years as the leader of Israel and demonstrated in the process tremendous control, tremendous discipline. The greatest enemy he had, perhaps, through most of these years -- at least the greatest threat to his existence -- was the man Saul. Yet on several occasions when David could have removed this threat by taking the life of Saul, who was in his hands, [David] withheld [himself] and controlled those impulses. That demonstrated tremendous power and control. Then later in life, as a mature man with all the strength that kind of life had brought him, David was unwise. It was not because David was weak that he fell. He was unwise. I suspect that David had reached the point where he felt he was strong enough to indulge the entertainment of some enticing possibilities. On the day he stood on his rooftop and observed the wife of one of his officers, instead of taking himself by the nape of the neck, so to speak, and saying 'David, get out of here!' David remained. David thought about the possibilities [of getting involved with this slice of meat], and those thoughts overcame David and eventually controlled him. One of the saddest entries in all the scriptures, I think, is that which the Lord gave the Prophet Joseph Smith in Section 132 of the *Doctrines and Covenants*. Speaking of David's situation today, he said, 'For he hath fallen from his exaltation, and received his portion.' (D&C 132:39). "...David, King David, one of the greatest and powerful men of the Old Testament times, could have been today among the Gods if he had controlled his thoughts." - Dean L. Larsen in 1976 *Speeches of the Year*, at 121 [Brigham Young University Press, Provo, Utah (1976)].

The chronicles of David's life are presented in *First* and *Second Samuel*. Notice how there was never any unjust damages created by David in his life down here; David did not lose his exaltation because he carefully avoided damaging others, as a lot of folks in Christiandom incorrectly believe is important, but actually David lost his Celestial Status in the impending Heavenly realms that lie ahead because of an infracted Contract under circumstances that created no damages whatsoever [David mentions that he entered into Father's *Everlasting Covenant* in II *Samuel* 23:5], the content of which prohibits promiscuous masculine excursions into the interior contours of feminine musculature, under certain circumstances. The defense argument that such ecstatic circumstances create a wide ranging array of beneficial biological and psychological side effects (which is factually correct) is not going to be relevant at the Last Day -- just like Tax Protesting arguments sounding in the Tort of Constitutional unfairness are not relevant when Federal Judges are enforcing express Commercial contracts (even though the Protestor is also factually correct as well in his Constitutional research). And Protestors continue to lose today on the same grounds and for the same reasons

that good Christian folks will lose the Celestial Kingdom and take an honorable second place as an Angel: Because of failure to identify and come to grips with a series of invisible Contracts, and for failing to appreciate the extent to which contracts are elevated in Nature to an overruling dominate position in settling Judgments. Father's Covenants were deliberately designed to provide *persons* operating under its jurisdictional penumbra with a confluence of contrasting incentives to exercise judgment on, and it is the outcome of those decisions which Covenant operants make for themselves -- that is what Father wants to see. Yet David, while he was still alive down here, knew that he had blown it but good: "[Jesus Christ told me that] he that ruleth over men must be just, ruling in the fear of God [and this is important to Father because impending Gods will themselves be ruling over angels and the like in the realms to come]. [...These just persons, who are potential Gods], shall be as light in the morning, when the sun riseth, even a morning without clouds; as the tender grass springing out of the Earth by clear shining after rain."

After describing such a potential Celestial person in those terms, David admitted that he did not qualify:

> "...although my house be not so with God." - II *Samuel* 23:3 et seq. [return]

**[6]** Illuminatti Gremlins, vipers, Bolsheviks, witches and other associated imps who circulate in that genre are not the only ones to be fooled and taken in on Tort Law reasoning down here. Certain eremitical monks are another prime example of well meaning people arranging their acts and behavior down here to take maximum advantage of the "avoidance of damages" question that haunts so many people. Of the numerous orders of monks around, such as the Trappists, the Carthusians, and the Benedictines, perhaps it is several of the Black Monk abbeys in Europe that are exemplary in their zeal not to damage anything, anyone, or any property, at any time. These particular Black Monks are doctrinaire Benedictine Monks. But unique to their own monastery sect, they walk through the air slowly and lead isolated and inactive lives. On their minds, they are taught not to influence the direction of anything else (i.e., avoid potential damages there). In Saint Benedictine's Rules [E.C. Butler, *Benedictine Monachism* (1924)], chapters 23 to 30 talk about the relationship in effect between fault for damages and punishments to be expected. The head monk, the Abbott, is taught that he will be held accountable to answer for the souls of all of his monks before the judgment seat of God (chapters 2, 3, 27 and 64). Both the willful avoidance of damaging anything, and the doctrine that the Abbott is responsible before Father for the acts of others are Tort Law arguments, and are defective. Heavenly Father is dealing in Contracts; and expecting yourself to be magnified in

stature before Father at the Last Day due to the mere absence of not having caused any damages down here or assuming responsibility for what a third person does or does not do, is absolutely incorrect. The only third party line of liability down here that we need to be concerned originates with Contracts, such as one that deems parents to be responsible for the acts of their offspring, if the child goes off on a negative tangent. [return]

**[7]** Our old Patriarch Jeremiah once had a few words to say about the Principle of Nature that provides for a superseding layer of Covenants replacing a previous layer of Covenants that have fulfilled their purpose. While quoting Jesus Christ, Jeremiah said that:

> "Behold, the days come, saith the Lord, that I will make a *new covenant* with the House of Israel, and with the House of Judah; Not according to the Covenant that I made with their fathers in that day [when] I took them by the hand to bring them out of Egypt; which my Covenant they [broke], although I was a husbandman to them; but this shall be the Covenant that I will make with the House of Israel; After those days, saith the Lord, I will put my Law in their inward parts, and write it in their hearts; and will be their God, and they shall be my people." - *Jeremiah* 31:31 et seq.

Here we are being told that the terms of Covenants that were once structured for folks in another area are going to be replaced with terms of a *new covenant* for us; indirectly referring to the modifications made in the *Law of Moses* relating to blood sacrifice rites that were deemed unnecessary after the Crucifixion perfected that phase of *atonement*. This passage in *Jeremiah* does not talk about our own specific individual First Estate Contracts being replaced with another layer of *new covenants* in this Second Estate, but the Principle that is being spoken here, of an organic growth in Covenants by reason of superseding replacement, applies to us all individually, just as Jeremiah is telling us that it applies to the House of Israel collectively. The operation of this Principle of Nature, whether applied to us individually *covenant by successive covenant* or collectively as a nation by a change in the terms of those *covenants en masse*, is well known in Law and is called the *Merger Doctrine* by American lawyers, which I will discuss later. Jeremiah was a marvelous fellow, and I will have more to say about him personally near the end of this Letter. [return]

**[8]** Your ability to be exalted is neither diminished nor exalted because you are not a Prophet or an Apostle.

> "Here [we Apostles and Prophets are], who [like common

> Saints], are destined to be exalted with the Gods, to become rulers in the Kingdoms of our Father, to become equal with the Father and the Son..." - Brigham Young, in a discourse delivered in the Bowery, Salt Lake City, June 15, 1856; 3 *Journal of Discourses* 354, at 360 [London (1856)]. [return]

**[9]**"We are a Covenant-making and a Covenant-taking people. We have the Gospel, which is the *new and everlasting Covenant: new* in that the Lord has revealed it anew in our day; *everlasting* in that its principles are eternal, have existed with God from all eternity, and are the same unchangeable laws by which all men in all ages may be Saved. The Gospel is the Covenant which God makes with his children here on Earth that he will return them to His presence and give them Eternal Life, if they will walk the paths of truth and righteousness while here. "We are the children of the Covenant which God made with Abraham, or father. To Abraham, God promised Salvation and Exaltation if he would walk as the Lord taught him to walk.

Further, the Lord Covenanted with Abraham that he would restore to Abraham's seed the same laws and ordinances, in all their beauty and perfection, which that ancient patriarch had received. 'For as many as receive that Gospel,' the Lord said to him, 'shall be called after thy name, and shall be accounted thy seed, and shall rise up and bless thee, as their father.' (Abraham 2:10).

> "Now we have this same *everlasting covenant*. We have the restored Gospel, and every person who belongs to the Church, who has passed through the waters of Baptism, has had the inestimatable privilege of making a personal Covenant with the Lord that will save him provided he does the things he agrees to do when he enters into that Covenant with God." - Bruce R. McConkie in *Conference Reports* ["A Covenant People"], at page 13 (October, 1950).
>
> "The Latter-day Saints are the people of God, a chosen people, a royal priesthood, a covenant people, and a covenant- making people. The greatest and most important blessings our Heavenly Father has for his faithful sons and daughters are received by covenant." - George F. Richards, in *Conference Reports*, page 129 (April,1945). [return]

**[10]** "The first objective of our existence is to know and understand the principles of life, to know good from evil, to understand light from darkness, to have the ability to choose between that which gives and perpetuates life and that which would take it away. The volition of the creature to choose is free; we have this power given to us." - Brigham Young, President of the Mormon Church, speaking in the Old

Tabernacle, Salt Lake City, December 8, 1867; 12 *Journal of Discourses* 111, at 111 [London (1869)]. [return]

**[11]** "We can not receive, while in the flesh, the keys [of Celestial Jurisdiction] to form and fashion kingdoms and to organize , for they are beyond our [limited] capacity and calling [down here], [they are] beyond this world. In the resurrection, men who have been faithful and diligent in all things in the flesh, [who] have kept their First and Second Estate, [will] be crowned Gods, even the Sons of God, [and] will be ordained to organize matter [and then go off and create and people their own planets]." - Brigham Young, in a discourse delivered in Farmington, Utah, August 24, 1872; 15 *Journal of Discourses* 135, at 137 [London (1873)]. [return]

**[12]** A necessarily difficult position to be in. However, since ignorance, whether real or pretended, of the contract's existence does not vitiate one's liability, then restraining one's self to remain within the contours of such intellectual containment, in such a state of ignorance is self-damaging, and is to be discouraged. And as for the Law of Contracts, whether known or unknown:

> "A contract is an agreement in which a party undertakes to do, or not to do, a particular thing. The law binds him to perform his undertaking, and this is, of course, the obligation of the contract." - *Sturges vs. Crowninshield*, 17 U.S. 122, at 197 (1819). [return]

**[13]** "A growing number of taxpayers are developing negative perceptions of the Federal Income Tax. For example, surveys conducted by the *Advisory Commission on Intergovernmental Relations* finds that Americans perceive the Federal Income Tax as the worst tax imposed on them and the least fair. Further, tax evasion appears on the rise -- paralleling the increase in negative perception." - Steven Kaplan and Phillip Reckers in *A Study of Tax Evasion Judgments* in 38 National Tax Journal 97, at 97 (March, 1985); citing in turn the research of Myers and Shannon in *Changing Public Attitudes on Government and Taxes* [Advisory Commission on Intergovernmental Relations, Washington, D.C. (1980-1983)]. [return]

**[14]** Sharp Congressmen themselves knew of this impending state of defiance back in the 1800's, before the original version of our present Income Tax was created:

> "The imposition of the [income] tax will corrupt the people. It will bring in its train the spy and the informer. It will necessitate a swarm of officials with inquisitorial powers. It will be a step towards centralization... It breaks another

canon of taxation in that it is expensive in its collection [a condition since remedied by the clever use of administrative contracts to force people into a taxable status they would not otherwise be in]..." - Representative Robert Adams, speaking in opposition to the proposed Income Tax Act of 1894, on the floor of the House of Representatives, January 26, 1894 [as quoted by Frank Chodorov in *the Income Tax*, page 63 (Devin-Adair, 1954)]. [But as usual in Congress, cries and pleas for the continuance of the quiescent *status quo* of the 1800's fell on deaf ears.] [return]

**[15]** Throughout the years, numerous Hearings have been held and Bills introduced into the Congress proposing a *Flat Rate Tax*, but they have never gotten anywhere. See such Senate Hearings in *The Flat Tax Rate* ["Hearings Before the Committee on Finance of the United States Senate"], 79th Congress, 2nd Session (September 28 and 19, 1982) [GPO, Washington (1983)]. Many of the persons presenting evidence in that Hearing expressed knowledge on the enscrewment orientation of progressive taxation, through their own words. When such widely held knowledge jells into something tangible in the corridors of Congress is largely a function of overcoming the Gremlins who now control the Congress. [return]

**[16]** As recently as the early 1930's, a mere 5% was the maximum graduated federal income tax due, but in time Bolshevik Gremlins changed that, by escalating taxing percentage grabs to enscrewment levels more satisfactory to them. The schedule was, at that time:

- 1-1/2% on the first $4,000
- 3% on the next $4,000
- 5% on the balance.

- *Wall Street Journal*, February 8, 1929 ["Income Tax in a Nutshell"], page 4. [return]

**[17]** This idea has also been a dominate and recurring theme in research and literature in this area of studying tax revolts. See generally:

- Lee Sigelman and David Lowery in *The Tax Revolt: a Comparative State Analysis*, 36 Western Political Science Quarterly, at 30 (March, 1983); This paper explains eight different possible explanations of tax revolt success in the 18 states where such revolts have surfaced as of 1983;
- Geoffrey Brennan and James Buchanan in *The Logic of Tax*

*Limits: Alternative Constitutional Constraints on the Power to Tax*, 32 National Tax Journal, at 11 (1977);

- James Buchanan in *Why Does Government Grow* (an article appearing in *Budgets and Bureaucrats*, edited by Thomas Borcherding [Duke University Press, Durham, North Carolina (1977)];
- James Buchanan in *The Potential for Taxpayer Revolt in American Democracy*, 59 Social Science Quarterly, at 691 (1979); - James Buchanan and Richard Wagner in *Democracy in Deficit:the Political Legacy of Lord Keynes* [Academic Press, New York (1977)]. [return]

**[18]** The phrase *quid pro quo* means that there has been an exchange of "something for something." It has a Roman origin to it, and is a term that appears in old medieval English Crown cases I have read, and now carries on down to the present time with Federal Judges. See *In Re Lueder's Estate*, 164 F.2nd 128, at 135 (1947). [return]

**[19]** And other top tax bureaucrats have repeated the warnings initially contained in that Treasury Department report of the 1950's. At the close of the Johnson Administration in 1969, Secretary of the Treasury Joseph W. Barr warned of a growing resentment against higher taxes. [See the Foreword in *The Income Tax: How Progressive Should it Be?* by The American Enterprise Institute, featuring cross discussions on the question of progressivity with Charles Galvin and Boris Bittker (AEI, Washington, 1969)]. [return]

**[20]** This is a conclusion also reached by the Fund for Public Policy Research, in a report entitled *Tax Changes and the Composition of Fixed Investment: An Aggregate Simulation* by Aaron, Russek, and Singer. The study was conducted to inform the Joint Congressional Committee on Internal Revenue Taxation as to the impact of the Tax Reform Act of 1969 on investments in housing. [Washington, D.C. (1969)]. Some of the data used in this report was obtained from the Federal Reserve Board, who researches its own macro-economic taxation models isochronously (*isochronous* means at regularly occurring intervals of time). [return]

**[21]** "...there is one way by which the Government could avoid almost all resource costs in enforcing the tax code: Penalize only a few taxpayers, but with inordinately high fines or other punishments. Given that taxpayers are risk adverse, such a strategy has a minimal resource cost while serving as an effective deterrent to tax evasion." - Jonathan Skinner and Joel Slemrod in *Economic Perspectives on Tax Evasion*, 38 National Tax Journal 345, at 346 (September, 1985).

Notice why this *in terrorem* method of collecting taxes would succeed: Because the Taxpayers are deemed to be milktoast *risk adverse* persons [meaning that unlike Patriots, Taxpayers would rather pay than put up a good fight]. The authors then discuss and cite in turn two books that discuss ways on how the Government can magnify the important image of such tax spankings administered to potential tax evaders in the public's eye; see:

- Thomas McCaleb in *Tax Evasion and the Differential Taxation of Labor and Capital Income*, 31 Public Finance Magazine 287 (1976);
- Nicholas Stern in *On the Economic Theory of Policy Towards Crime*, appearing in "Economic Models of Criminal Behavior" by Heineke, Editor [North Holland Publishing, Amsterdam (1978)]. [return]

**[22]** An adjustment in status from Taxpayer to non-Taxpayer is a behavioral modification designed to experience relief from a taxation load; if invisible juristic taxation contracts remain in effect after the transition in status adjustment was believed to have been completed, then what could be the provident saving of resources then degenerates into *tax evasion*. Tax evaders have been thoroughly studied, examined, and restudied over and over again [for the fabulous amount of money at stake in this Gremlin enrichment game, we really do not need collaborating documentation on what is merely *common sense*, but termites do].

For the behavioral aspects of tax evasion, see:

- M.W. Spicer in *A Behavioral Model of Income Tax Evasion* [Doctorial Dissertation, Ohio State University (1974)];
- Michael Allingham and Agnew Sandow in *Income Tax Evasion: A Theoretical Analysis*, 1 Journal of Public Economics 323 (1972) [discusses the utility maximizing behavior of Taxpayers who are subject to detection and penalties, as viewed this way, these twin researchers modelled the tax evader as persons who thus *demand* the level of evasion given the *prices* for evasion as set by the Government. In the context of constructing a supply and demand model, these two authors concluded that the evading Taxpayer takes in factual information (like the structure, enforcement effect, and punishments specified in the tax code) as *given* criteria the Taxpayer cannot control, an then the Taxpayer makes an assessment as to the most preferred dollar level that the tax evasion is worth to him.]
- Charles Clotfelter in *Tax Evasion and Tax Rates: An Analysis of Individual Returns* in 65 Review of Economic and Statistics 363 (1983) [discusses direct measure of tax compliance based on 1969 IRS data called TCMP (Tax Compliance Measurement Program), to examine the sensitivity of tax compliance to the marginal tax rate

(that mouthful means that Charles Clotfelter did some statistical work and determined on his own that the lower tax rate a Taxpayer is in, then the more compliance a Taxpayer would give back to the Government [which is only common sense]).];

- Nathan Boidman in *A Summary of What Can Be Learned from the Experience of Other Countries with Income Tax Problems*, an article contained in a publication called "Income Tax Compliance: A Report of the ABA Section of Taxation Invitational Conference on Income Tax Compliance," at page 149 [American Bar Association, Washington (1983)];
- Age, income, moral beliefs and other economic factors have been found to influence the tax evasion question. See A. Lewis in *An Empirical Assessment of Tax Mentality* in Public Forum Magazine, page 245 (1979); and Y.D. Song and T.E. Yarbough in *Tax Ethics and Taxpayer's Attitudes* in Public Administration Review Magazine, page 442 (1978);
- Based on sample data containing these five main demographic variables suggestive of tax evaders: Age, Income by Category, Belief that tax evasion is morally wrong, belief that the Federal Income Tax is fair, and economic factors, Researcher A. Lewis generates a pretty accurate larger estimate of the percentage of non-complying Taxpayers who exhibit tax evasion behavior, by multiplying his sample data to the known entire national population that conforms to each variable classification [see A. Lewis in *The Psychology of Taxation* [Saint Martin's Press, New York (1982)]. [return]

**[23]** When Tax Protestors are parties to invisible juristic contracts, they are in fact tax evaders, because they do in fact owe the tax, regardless of their political philosophy justification sounding in the Tort of unfairness [even though many Protestors do not want to admit it]. In Nature, whenever contracts are in effect when a grievance is up for settlement, then the contract comes first, and Tort arguments of unfairness come second; and nothing will change at the Last Day. The economic perspective on tax evasion [meaning the effect of tax evasion on tax receipts] has been frequently commented upon. For recent technical examples see:

- Vidar Christianson in *Two Comments on Tax Evasion*, 13 Journal of Public Economics 389 (1980);
- Jonathan Skinner and Joel Slemrod in *Economic Perspectives on Tax Evasion*, 38 National Tax Journal 345 (September, 1985); discusses horizontal fairness [*horizontal* means analyzed among Taxpayers of equal income] with vertical fairness [*vertical* means analyzed among Taxpayers of different income], in an on-going practice of tax evasion:

> "Public Policy towards tax evasion reflects complex and often competing goals of collecting taxes efficiently and treating Taxpayers equitably. Since Adam Smith, economists have been aware of the conflict between the comprehensive collection of Government revenue and the costly and unfair or "odious" method necessary to enforce these comprehensive collection rules." - Skinner and Slemrod, id., at 345

That reference to Adam Smith is:

> "A major source of Government revenue in Adam Smith's day was duties, which 'by subjecting at least the dealers in the taxed commodities to the frequent visits and odious examination of the tax gatherers, expose them sometimes, no doubt to some degree of oppression; and always to trouble and vexation; and although vexation... is not strictly speaking expense, it is certainly equivalent to the experience at which every man would be willing to redeem from it'." - Adam Smith in *Wealth of Nations*, at 430 [University of Chicago Press, Chicago (1976)].

As can been seen from the days of Adam Smith, tax collection is very much a continuing source of frictional confrontation between the Crown and the Countryside, and under such an inherently tortional factual setting, tax evasion will remain alive. Even though there is nothing immoral or improper about the use of implied invisible contracts by Juristic Institutions to raise revenue, tax evasion will so remain on the scene until such time as Juristic Institutions are barred from raising revenue under these implied contracts [as I will discuss later] (*implied* meaning invisible mass contracts that are not individually negotiated with each Person); so Juristic Institutions would then be required to rely on either express negotiated contracts (meaning contracts negotiated with every Person individually), or restricting the manipulative use of implied contracts to only those factual settings where special optional benefits are being offered. In both instances, you can forget about either of these contractual restrainments ever surfacing in Constitutions. [return]

**[24]** Concern for the so called *Underground Economy* has been a recurring theme within the corridors of Government. By calling it the *Underground Economy*, the King's Agents are trying to color an illicit and tainted image in such activities; but the King is in no position to do so.

[Later I will talk about the use of guns, literally, by Treasury agents in the 1800's, to seal up a national monopoly on circulating Currency; in the old days, private mints and businesses freely issued

out their own circulating coins and script, and so back then there was a real question as to whether or not common folks were involved with what is called *Interstate Commerce*; but today everyone is automatically "in" this invisible *Interstate Commerce* by the use and recirculation of Federal Reserve Notes, because the King once used his guns and bouncers to accomplish by hard physical duress what natural competitive economic attraction and good common sense could not bring about: A tight national Government monopoly on circulating Currency instruments, enforced by penal statutes. Should we be surprised that today, the King's Agents are now trying to twist things around enough so that those same common folks who simply do not want to use the King's money are now colored as being illicit participants in that vile, illegitimate "Underground Economy" -- but in fact the King should be the *very last one* to talk about what is illicit, vile, tainted, and unsavory.]

For recent recurring Government concerns echoed on that heinous and obscene *Underground Economy*, see:

1. The Congressional testimony of IRS Commissioner Jerome Kurtz, and two Treasury termites Richard Fogel and Robert Mason in Hearings entitled *Subterranean or Underground Economy*, held by the Subcommittee on Commerce, Consumers, and Monetary Affairs of the Committee on Governmental Operation; House of Representatives, 96th Congress, First Session (September, 1979).

2. The Congressional testimony of Commissioner Roscoe Egger and termite David Glickman (Deputy Assistant Treasury Secretary for Tax Policy) in *Disclosure of IRS Information to Assist with the Enforcement of Criminal Law*, Senate Subcommittee on Oversight of the IRS, Senate Finance Committee, 97th Congress, First Session (November, 1981); Committee Serial No. 97-58. Commission Egger starts letting the *Underground Economy* have it at page 63.

3. See also Congressional Hearings entitled *The Underground Economy*, held by the Subcommittee on Oversight, Committee on Ways and Means, House of Representatives, 96th Congress, First Session, Serial No. 96-70 (July, September, October, 1979).

Various different mathematical models have been developed on the *Underground Economy*. One method developed initially in the United States involves the use of making inferences about the underground economy on the basis of changes in money holdings over a period of time; see:

- P.M. Guttman in *The Subterranean Economy*, 33 Financial Analysts Journal 26 (November/December, 1979);
- E.L. Feige in *How Big Is the Irregular Economy?, 5 Challenge 22 Magazine*, at page 5 (1979);
- B.S. Frey and W.W. Pommerehne in an article entitled *Measuring the Hidden Economy: Though this Madness, There is Method in It*, appears in a book called *The Underground Economy in the United States and Abroad*, edited by Vito Tanzi [Lexington Books, Toronto (1983)].

A British researcher developed an *Underground Economy* model using differences between estimates of reported income on tax returns and other estimates of income based on household and industrial surveys of spending as an indicator of the percentage slice of the economy going underground [see K. MaCafee in *A Glimpse of the Hidden Economy*, 316 Economic Trends Magazine, at 81 (February, 1980)]. Another researcher based in Italy used data from the relative level of public participation in what is called the *Official Labor Participation Rate* to arrive at his conclusions as to the number and magnitude of which Italians are declining their Government's invitation to deprive themselves of daily necessities so their Government can engage in conquests [see B. Contini in an article entitled *The Second Economy of Italy*, in Vito Tanzi's *Underground Economy*, id. Here in the United Stats, one of the ways Government researchers probe for areas of "illicit" subterranean activity is to examine what each American spends per year for food and other retail purchases, and then figure up a national per person average. Based on that information, a reasonable figure can be estimated that each typical American would spend each year on, for example, food.

Then checking each city in the United States against that national average, they look for food stores that are selling food to a known population area at a rate far in excess of the national per person average -- then obviously there are more people in that city than official census tracts are reporting. One such representative metropolitan area of a city swirling in such an illicit vortex of unreported income and officially nonexistent people, not surprisingly, is Las Vegas, Nevada. [return]

**[25]** I feel uncomfortable with the use of the word *Patriot*, but it does describe a characteristic worthy of admiration, even though the majority of Patriots I will be referring to in this letter have been engaged in highly immoral activity, by dishonoring invisible contracts they have no knowledge of. [return]

**[26]** A British researcher argues that the hard suppression of tax

evasion by the Government is actually self-defeating, since such a characteristically *Gestapo* suppression of evaders produces the secondary effect of reducing aggregate tax receipts by having discouraged economic activity; which if, in contrast, would have surpassed those taxes that were evaded [see B. Bracewell-Milnes in *The Fisc and the Fugitive: Exploiting the Quarry* appearing in "The State of Taxation," The Institute of Economic Affairs, London (1977)]. Many other parallels exist all throughout the very wide ranging field of interpersonal relations that suggest that the relaxed quiescent atmosphere generated by nice guys always yields the most fruit; but Bolshevik Gremlins believe that they are on an important mission and that terror is an important accessory instrument available to help them accomplish their objectives, and so nice guys are in their way, and Gremlins have no room for people that are in their way. [return]

**[27]** But the realization will never be universal:

> "The problem [of both tax avoidance and evasion] is an ancient one. The natural desire of the Citizen to pay as small a tax as possible is doubtless as old as taxation. It would be difficult, indeed, to devise a system of taxation under which it would not rear its head. In this day of manifold Governmental activities with the consequent need for constant and fixed revenues, it is of paramount importance that the revenue laws be so drawn and so administered that the taxes imposed do not depend for their collection upon the whim, caprice, or astuteness of Taxpayers and their counsels.
>
> "An added consideration is the equitable rights of Taxpayers themselves. It is of abiding importance to Taxpayers as a class that each Taxpayer pay his proportion of the tax burden, that each Citizen share the cost of Government in accordance with his ability to pay. Hence, in combating both evasion and avoidance, the Government is protecting itself and the equitable rights of all Taxpayers. The problem is one in which small Taxpayers, in particular, have a very definite interest. John Doe has a taxable net income of one thousand dollars. Generally, John Doe pays his tax thereon. If he tries to avoid he usually evades, because he is unable to employ skilled advisors, and many of the methods by which he might avoid are not available to him. On the other hand, Henry Doe has a taxable net income of three thousand dollars. He has skilled accountants and advisors to reduce this net income and thereby minimize his tax liability. His business and investments are, generally, of such a nature as to render available to him many tax saving schemes. Hence, the ability to pay frequently carries with it the ability to avoid. After

> all, tax avoidance cannot be had at the dollar book counter." - Lucious Buck in *Income Tax Evasion and Avoidance: Some General Considerations*, 26 Georgetown Law Review 863, at 863 (1937). [return]

**[28]** At the present time, while a majority of Americans still do not perceive of things as being structurally wrong, however, there are many other folks who do possess inclinations of irritation:

> "In an era of heavy taxation, many taxpayers, not merely "tax protestors," feel intense irritation at the federal tax authorities..." - *Cameron vs. I.R.S.*, 773 F.2nd 126, at 129 (1985). [return]

**[29]** Tax bureaucrats conduct extensive continuous statistical research on various different methodologies of conducting the best *cracking* that can be had for the tax collection dollar spent. Based on technical information derived from sources within the IRS, researcher Ann Witte, et al., developed an economic model of tax compliance by Americans. She came to the same conclusions that IRS statistical termites had already arrived at long ago:

> 1. That the decline in tax audit rates during the 1970's may have accounted for a substantial portion of the decline in compliance during that period.
>
> 2. That increases in probability of tax audit and such things as information reporting and tax withholding are likely devices to increase tax code compliance [not very difficult to figure out, but bureaucrats need to have it all handed to them].
>
> 3. That increases in moral ambivalence towards tax compliance will increase tax non-compliance [not very difficult to figure out].

The IRS divides Taxpayers into different strata of audit classes since it believes that compliance behavior differs significantly on the basis of level and type of income. Ann Witte constructed a statistical analysis for homogeneity of coefficients across the seven audit classes that her sources in the IRS would admit existed; she used *least squares* and a generalization of the *chow test* as statistical tools to come to a conclusion. That yes, Taxpayers situated within the seven different strata of audit classes developed by professional termites in the IRS do in fact exhibit an amazingly similar *modus vivendi* to other Taxpayers in the same class [*modus vivendi* means mode of living in the sense that it is a temporary arrangement pending settlement of some grievance]. Yes, those termites are quite

proficient unknowing Bolshevik instrumentalities at their juristic tasks of eating out our substance [see Ann Witte in *The Effect of Tax Law and Tax Administration on Tax Compliance; The Case of the United States Individual Income Tax*, 38 National Tax Journal 1 (March, 1985)]. [return]

**[30]** The assessments and *judgment calls* that our King goes through in determining how much money should stay on the farm, what minimum amount is needed by the farmer for survival, and then how much should be turned over to the State for his own Royal purposes, is the same *judgment call* that Gremlins nestled in Juristic Institutions made world wide:

> "We were back to food requisitioning, only now it was called a tax. Then there was something called 'overfilling the quota.'
>
> "What did that mean? It meant that a Party secretary would go to a collective farm and determine how much grain the collective farmers would need for their own purposes and how much [grain] they had to turn over the State. Often, not even the local Party committee would determine procurements; the State itself would set a quota for the whole district. As a result, all too frequently, the peasants would have to turn everything over they produced -- literally everything! Naturally, since they received no compensation whatsoever for their work, they lost interest in the collective farm and concentrated instead on their private plots to feed their families." - Nikita Khrushchev in his memoirs *Khrushchev Remembers: The Last Testament*, page 108 [Little Brown, Boston (1974); translated by Gremlin Strobe Talbott].

The reason why Gremlins world wide are continually confronted with the same nagging taxation question over and over again, is because they are dealing with *direct* taxes operating largely on Citizenship Contracts, and so there is inherently always going to be tension, friction, and confrontations, as *direct taxes* by their nature require strict administrative compliance, which is fundamentally out of harmony with the *happy go lucky* nonchalant ambivalence many folks manifest. And there will also be correlative factual assessments being made by Government as to just what the permissible levels of tolerable enscrewment are, that can be sustained by the peasantry before *en masse* rejection gets out of hand. By the nature of *direct* taxes, for the reciprocal compensation demanded, there never is any relationship to juristic benefits offered, nor any relationship between income extracted from people and Governmental needs -- and so what we are left with is just an extraction formula designed to maximize Crown

enrichment. [return]

**[31]** And they also know exactly what they are doing when the go around the countryside looking for some Tax Protesting giblets to crack:

> "*Senator Smoothers*: I have been concerned, Mr. Alexander, [Director of the IRS in the mid 1970's], and the committee has received information regarding how the IRS deals with its enemies, if you will, particularly the tax protestor groups.
>
> "We have information indicating that there has been an effort made to infiltrate these groups, if you will, primarily based on their anti-IRS activities, including such things as [their] efforts at physical destruction [in] your [IRS offices and the filing of reams of blank returns. Is it your view that IRS investigators should be used in this capacity, or is this a matter better handled by other investigative agencies, like the FBI?
>
> "*Mr. Alexander*: Mr. Smoothers, there have been instances where the use of the techniques that you described would be necessary. Those instances are few indeed. I think that the IRS has a responsibility to see to it that those who attempt to defeat tax administration and tax enforcement do not succeed. And, accordingly, as to tax resisters, we have an interest, and shall, I think, maintain an interest in making their efforts fail. But we also have a duty in the fulfillment of this limited goal to live up to constitutional principles and the law, because we cannot enforce the law properly by violating the law [a lie, but a *cracker* is not about to tell the Congress anything else]. ...Tax protestors are indirectly related to tax administration, in that those who preach resistance to tax laws are likely to practice resistance as well." - *Hearings to Study Governmental Operations with Respect to Intelligence Information*, 94th Congress, First Session, Volume 3 ["Internal Revenue Service"], page 7; United States Senate (October 2, 1975).

A Gremlin once had a few words to say about *Executive Power*, such as that power wielded by Presidents and his administrative assistants:

> "Executive power combines policy-making with the direction of policy execution. It is this combination that endows the executive organ in the governmental structure with its crucial functional importance and vests it, or rather the persons who symbolize or control it, with the mystique normally surrounding a head of State or a monarch. In the minds of the people, a president, a king, or even a

> premier... plays the role of leader, much in the tradition of the family head, the village elder, or the tribal chief.
>
> "Through the ages, society has depended on the chief executives for a sense of direction, and they have stood at the apex of the social and political hierarchy whenever necessity has forced men to band together. Executive power may, in fact, be the oldest and the most necessary social institution in the world. It has taken many forms, has been established through diverse channels ranging from birth to purposely perpetrated death, and has been invested with different ranges of authority at various places and times and in response to varying requirements...
>
> "The [bureaucratic] executive... is relatively unhindered in the exercise of [this] power... Formal restraints, such as legal injunctions, are also either absent or circumvented, while informal restraints [such as the press] are somewhat more elastic in the assertion of their claims against the executive." - Zbigniew Brzezinski in *Ideology and Power in Soviet Politics*, at 13 [Fredrick Praeger Publisher, New York (1962)].

Gremlins know that folks will go right ahead and improvidently place an aura of mystique about the nominees they sponsor into visible executive positions in Juristic Institutions, such as Presidents and Members of his Cabinet -- while the real action [the level where the bureaucracy is interfacing with the public, the level where damages are being created), is taking place at a lower level -- an invisible bureaucratic level. And Gremlins are also cognizant of the fact that formal legal restraints, such as those residing in the Constitution, are in fact circumvented, as Mr. Alexander admitted; and third parties the public seems to trust, like the Press, are noted for their acquiescence of mischief through their silence. Always remember that Gremlins merely take advantage of what is handed to them, and will back off when the knife encounters a bone instead of more flesh; this is a Principle pronounced over and over again in ecclesiastical settings, as Lucifer is identified as a clever adversary specializing in taking prime advantages of weaknesses. Patriots assigning a degree of trust in the Constitutional compliance inclinations of lower strata bureaucratic underlings, by virtue of the stature possessed by a President sponsored by Gremlins, are in error; as Gremlin Brzezinski pointed out, when the house is under Gremlin management, such as the United States is today, the policy maker is largely aloof from the administrative termite. [return]

**[32]** It is my hunch that a contributing inducement element to the

King's deceptive deflection of the justification for the Income Tax, away from our Father's Common Law on Contracts and towards the phony 16th Amendment, is likely to also indicate the presence of a morbid intellectual disorder within the King's Senior Tax Collectors in Washington: A disorder of deception. Consider the composite conclusions that the psychological fantasy lie, of which Senior Tax Collectors manifest with the deception, is a sign of intellectual morbidity when strongly developed, and additionally, is a symptom of severe pathology [see Helene Deustch and Paul Roazen, *On the Pathological Lie*, in the Journal of the American Academy of Psychoanalysis, July, 1982, pages 369 to 386]. Another article which explores the clinical need for the operant reconditioning of lie therapies to correct structural deception disorders in the *modus operandi* of people is by Robert Langs, [writing in the *International Journal of Psychoanalytic Psychotherapy*, at pages 3 to 341 (1980-1981)], where he discusses psychotherapeutic treatment modalities on the treatment of deception disorders, especially psychoanalysis and psychoanalytically oriented psychotherapy. Boy, that sounds like just the right medicine for the King's Senior Tax Collectors. [return]

**[33]** American Jurisprudence, like Nature and society, is stratified into different statuses. And people and objects situated within those different strata (statuses) have different rights, motivations, and objectives. I am not convinced that there are not other secondary elements coming into focus when coming to grips with this psychological analysis of the King's Tax Collectors and their deception regarding the legal validity and general tax relevancy of the 16th Amendment. For an interesting discussion on the intricacies of deviant behavior manifested in people by virtue of the elevated status they hold, see *Social Stratification and Deviant Behavior* by John Hewitt [published by Random House (1970)]. Mr. Hewitt talks about the empirical connections between deviancy in *modus operandi* and self-perceived elevated status, when he discusses the "Analytical Models of Social Stratification and Deviant Behavior." [return]

**[34]** "During recent years there has been a general agitation and demand in almost every state in the union and in almost every country in the world for intelligent, fair, and practical reforms and readjustments of their tax systems to the end that every citizen may be required to contribute to the wants of the Government in proportion to the revenue he enjoys under its protection. To this end the doctrine of equality of sacrifice or ability to pay is being universally invoked." - Representative George Hull, on the floor of the House of Representatives in 1913; as quoted by Thomas Lyons in *Income Taxes* ["Modern American Law Lecture"], page 14 (The Blackstone

Institute, Chicago, 1920). [return]

**[35]** Speaking of the Income Tax provision of the *Wilson Tariff Bill*, a Congressman once had a few flowery words to say: "The passage of the [Wilson] bill will mark the dawn of a brighter day, with more sunshine, more of the songs of birds, more of that sweetest music, the laughter of children, well fed, well clothed, well housed. Can we doubt that in the bright, happier days to come, good, even-handed Democracy shall be triumphant? God hasten the era of equality in taxation and in opportunity. And God prosper the Wilson bill, first leaf in the book of reform in taxation, the promise of a brightening future for those whose genius and labor create the wealth of the land, and whose courage and patriotism are the only sure bulwark and defense of the Republic." - Representative David DeArmond, of Missouri (1894); [as quoted by Frank Chodorov in *The Income Tax*, page 41 (Devin-Adair, New York 1954)].

Always remember that David DeArmond was sent to Washington from country folks in Missouri -- ordinary Citizens just like us all, so to a large extent, he merely replicated the indifferent will of his Constituents who actually admired a man of his pathetic calibre; so before snickering at the clever Rothschilds, we need to realize that we did this to ourselves. Although it is popular to snicker at Congressmen, Congressmen reflect somewhat fairly the judgment calibre of their Constituents, and so now the correct remedy lies not by slothing off responsibility by pointing to someone else and blaming them, and not by the selective political criticism of the world's Gremlins (exemplary of Birchers and LaRouchies), but rather by a national internal self-examination that originates, like everything else, individually:

> "When politicians discover that the people will turn out in mass to the primaries, their hope of controlling delegates in their own interest will disappear; and whenever political conventions discover that the people will carefully discriminate in the selection of officers, choosing only those who live within the Law and who are pledged to support it -- those whose lives and characters are above reproach -- then will political parties fear to put up for election men who are unworthy. If the people will only exercise their privileges as American Citizens, they will find in their own hands the power to correct our present evils." - Melvin J. Ballard in *Improvement Era* ["The Political Responsibility of Latter-day Saints"], at 464 [Desert Book, Salt Lake City (1954)]. [return]

**[36]** A Gremlin once made a Statement that is a good representation as

to how Gremlins think in taxation areas:

> "The problem of the Government is to fix rates which will bring in a maximum amount of revenue to the Treasury and at the same time bear not too heavily on the taxpayer or on business enterprises. A sound tax policy must take into consideration three factors. It must produce sufficient revenue for the Government; it must lessen, so far as possible, the burden of taxation on those least able to bear it; and it must also remove those influences which might retard the continued steady development of business and industry on which, in the last analysis, so much of our prosperity depends." - Gremlin Andrew Mellon in *Taxation: the People's Business*, at 9 [MacMillian Company, New York (1924)].

Notice what is important to Gremlins: Maximum revenue generation for the Government; and maximum taxation from the public that can be tolerated, individually and commercially. Gremlins do not concern themselves with such pesky little nuisance questions as to whether the Government really has any good cause to spend the money on in the first place; Gremlins do not concern themselves with the correlative damages experienced by folks as important resources are preemptively grabbed from them resulting in a deprivation of minimal material needs to support a family. Gremlins do not want you and I to have prosperity, they want the Government to have the prosperity, so that once Government has got the money, then they can spend it. [return]

**[37]** Saudi Arabia accomplished its objective of restraining other oil producers by increasing their oil production to maximum capacity, while refusing to raise its own price. See numerous articles in the *Wall Street Journal* discussing the Saudi Arabian crude oil pricing freeze while maximizing their own oil production to physical limits:

- July 3, 1979 ["Saudi Arabia Is Said To Plan An Increase In Its Oil Production"], page 3;
- July 10, 1979 ["President Confirms Saudi Move To Boost Oil Output Sharply"], page 2 ("...Saudi production should have a moderating influence on world oil prices...", id., at page 2);
- September 27, 1979 ["Saudis Allowing Higher Oil Level To Remain In '79"], page 3;
- November 29, 1979 ["Collection of Confusions" poorly written Editorial], page 2 (Saudi perspective on oil pricing);
- December 6, 1979 ["Saudi Arabia Probably Couldn't Bail Out Oil Consumers If Output In Iran Collapsed"], page 2 (Saudi at maximum oil capacity);

- December 13, 1979 ["Saudi Arabia Oil-Producing Capacity Is Up To Almost 11 Million Barrels a Day"], page 3;
- October 27, 1980 ["How Energy Boss Met Secretly With Yamani On Untimely Oil Deal"], page 1 (Saudi oil output raised, id., at page 23). [return]

**[38]** For recent commentary of this idea expressing similar conclusions in different words, and based on different reasoning, see:

1. Jon Harkness in *Opec, Rationality and the Macroeconomy*, 7 Journal of Macroeconomics at 567 (Fall, 1985); the author discusses a simple two nation macromodel with OPEC exploiting the vertical total supply curve of an open economy. Has interesting theories intellectuals would like.

2. Marie Paule Donsimoni in *Stable Heterogeneous Cartels*, 3 International Journal of Industrial Organizations, at 451 (December, 1985); originates from the Netherlands. The author discusses how cartels constrict and enlarge their supply of product as demand changes, in order to maintain high prices and prevent cartel members from having an incentive to leave the cartel. Under this model assumption, cartels composed of multiple types of firms can prosper and enhance revenue with greater efficiency than firms can individually outside of the cartel. Once established, cartels act like price leaders in an industry, with the uniqueness, size, and composition of cartels changing according to market demand.

3. M.A. Adelman in *Western Hemisphere Perspectives: Oil and Natural Gas*, 3 Contemporary Policy Issues, at 3 (Summer, 1985). The author discusses several competing and conflicting incentives to change pricing on oil, as they continuously seek to shift that elusive equilibrium to favor themselves. The individual market roles and shared concerns of Argentina, Canada, Ecuador and Mexico are discussed.

4. Claudio Loderer in *A Test of the Opec Cartel Hypothesis: 1974-1983* in 40 Journal of Finance, at 991 (July, 1985). Discusses oil pricing over the last ten years, and addresses the hypothetical question as to whether or not the collusive policies of OPEC really had that much of an effect on oil prices. Very scholarly, with daily spot oil prices from 1973 to 1983, equations, tables and other instruments for intellectuals to exercise with.

5. Frank Bass and Ram Rao in *Competition, Strategy, and Price Dynamics; a Theoretical and Empirical Investigation*, 22

Journal of Marketing Research, at 283 (August, 1985).

Discusses the pricing impacts of new competition on industries dominated not by cartels, but by oligopolies. The authors develop a model reflecting some sensitivity resulting from demand diffusion, saturation, and cost reductions through growth in market share and accumulated experience. Price and market share dynamics are examined for the presence of a possibly competitive oligopoly; the authors analyze the pricing geometries of semiconductor manufacturing companies and conclude that the growth rate of the demand pricing elasticity in integrated circuits and correlated semiconductor products contributes significantly to pricing geometries (called *Paths* by the authors) across different products. With graphs and equations, this is an intellectual's delight.

6. K. Sridhar Moorthy in *Using Game Theory to Model Competition*, 22 Journal of Marketing Research, at 262 (August, 1985). The author presents the idea that competition springs from interdependence in effect between competitors, such that actions taken by one firm will have impact and create both opportunities and impediments on its competitors. The author creates a *Game Theory*, whereby decision makers can model prospective reactions by competitors on what it does. Applications are made into:

(a) Product and price competition;
(b) Price wars;
(c) The product quality/price relationship
(d) Competitive bidding competition.

7. Jehoshua Eliasberg in *Analytical Models of Competition with Implications for Marketing: Issues, Findings, and Outlook*, 22 Journal of Marketing Research, at 237 (August, 1985). The author uses oligopolies to discuss how marketing managers are increasingly realizing the need to analyze competition in formulating strategic marketing plans. New market entrants and product line/distribution decisions are discussed in this fellow's pricing models.

8. Robert T. Mason and David Easley in *Preying for Time*, 33 Journal of Industrial Economics, at 445 (June, 1985). In an interesting article, the authors discuss the use of predatory pricing models as a common everyday tool of business conquest.

The authors state that contrary to common view, such

predatory practices do not necessarily require the elimination of new competitors [something that John Rockefeller would have accomplished back in the 1800's out of the barrel of a gun and with the assistance of some dynamite]; but that other business behavior often largely accomplishes the same thing. With charts and equations.

9. P.A. Geroski et al in *Oligopoly, Competition and Welfare: Some Recent Developments*, 33 Journal of Industrial Economics, at page 369 (June, 1985); journal originates out of the United Kingdom. The authors review recent literature on oligopolies; they err slightly when trying to define just what creates monopolies, but are correct when they take the obvious position that some monopolies have a protracted life about them over long periods of time.

10. Daniel Seligman in *Opec Discovers the Perils of Price Fixing*, 112 Fortune Magazine, at 51 (July 22, 1985). The author views OPEC as collapsing in ways predicted by classical theorems of the cartel theory of economics, for many different reasons. Factually defective in some aspects, but it is interesting light reading.

11. John Picinich in *Why Opec Is Still the Key to Long Term Oil Prices*, 14 Futures; The Magazine of Commodities & Options, at 52 (May, 1985). This author argues that OPEC is not on the threshold of collapse, and that with time and huge oil reserves on its side, OPEC will likely dominate oil markets again within a decade. Presents a good summary history of OPEC pricing in general, and of the reduction in crude oil demand that gained momentum in 1983; here in 1985 OPEC is alive but has lost the standing ability to call the shots like they used to.

12. William H. Miller in *No Deathwatch for Opec*, 225 Industry Week, at 40 (May 27, 1985). Openly discusses the view of others that OPEC will collapse, and then offers his own views that OPEC is likely to get stronger in the future, due to a combination of listed reasons. He cites the opinions of oil analysts that United States oil production will fall synchronous with a rise in demand, and the result will be that OPEC will hold the upper hand once again.

Those 12 articles are a representative profiling sample of the multiplicity of recently appearing divergent views floating around on just one subject matter (business cartels and their functional similitudes, and pricing), that are the opinions of *intellectuals* --

as they go about their work reading, contemplating, writing their own opinions, putting in an honest day's work generating new theorems like they do. Sometimes they are correct, sometimes they are in error, but the one denominator threading its way through all 12 articles was an omission of some additional factual information here and there -- the effect of which would have been to both support and to countermand and negate the theorems presented. And as we change settings over to where the imps in the major media make their statements on television and in newspapers, they too are in error as frequently as *intellectuals* are, as a composite blend of lack of factual knowledge commingled with recurring overtones of philosophical bias and Gremlin sponsored malice. [return]

**[39]** The decision on whether or not to continue a prosecution at the appellate level is the same exercise of discretion that prosecutors exercise when the criminal defendant is initially charged with his crimes:

> "The discretionary power... in determining whether a prosecution shall be commenced or maintained [on Appeal] may well depend upon matters of policy wholly apart from any question of *probable cause*." - *United States vs. Cox*, 342 F.2nd 167, at 171 (1965).

Private commentators as well have written on the discretion given to prosecuting attorneys on the decision when to drop a case in whole or in part, although they do not have the judgment to see what a marvelous administrative toll *Prosecutor's Discretion* is to keep potentially irritating cases out of appellate forums, where even unreported Opinions might spell trouble for the King in the future:

> "Many persons who are in fact guilty of a crime and who could be convicted are either not charged at all, are charged with a less serious offense or a smaller number of offenses than the evidence would support, or are subjected to informal control processes which do not require formal accusation. Although some decisions not to charge or not to charge fully for reasons unconnected with probability of guilt are made by the police, the primary concern here is with those [decisions that are] made by the prosecutor. With rare exceptions, legislatures and appellate judges officially approve of this allocation of power to prosecutors, but the precise issue is infrequently confronted in appellate litigation and is only occasionally dealt with specifically in statutes." - Frank Miller in *The Decision to Charge a Suspect with a Crime* ["Charging Discretion"], page 154 [Little Brown, Boston (1969)].

For commentary on the *Doctrine of Prosecutor's Discretion*, see:

- Klein in *The District Attorney's Discretion Not to Prosecute*, 32 Los Angeles Bar Bulletin 323, at 327 (1957);
- Kaplan in *The Prosecutorial Discretion -- a Comment*, 60 Northwestern University Law Review 174 (1965);
- Baker in *The Prosecutor -- Initiation of Prosecution*, 23 Journal of Criminal Law 770 (1933);
- Jackson in *The Federal Prosecutor*, 24 Journal of the American Judicature Society 18 (1940);
- Cates in *Can We Ignore Laws? -- Discretion Not to Prosecute*, 14 Alabama Law Review 1, at 7 (1962);
- Silbert in *The Role of the Prosecutor in the Process of Criminal Justice*, 63 American Bar Association Journal 1717 (1977). [return]

**[40]** Even something as seemingly removed from the fine art of sequestering common public knowledge of taxation by contract away from people, a field of law enforcement seemingly aloof from the high stakes game of tax collection -- Federal Anti-Trust Enforcement -- is actually swirling in the same vortex of manipulative selective prosecution by use of strategy sessions held by United States Deputy Attorneys General in Washington, as they go about their work trying to make sure that only those cases conforming to a certain profile of criteria within their classification are eventually sent to the Judiciary for *cracking*, and one of those criteria is trying to identify, before prosecution is initiated, which cases the Government is likely to prevail on during appeal (see Suzanne Weaver in *Decision to Prosecute: Organization and Public Policy in the Anti-trust Division*, [MIT Press, Cambridge (1978); 2nd Edition]). So never assume what the Law is by the mere silence of Judges, as a clever King has selectively withheld cases potentially adverse to his position. [return]

**[41]** "[Income Taxes] were imposed by several of the states at or shortly after the adoption of the Federal Constitution, New York Laws 1778, chap. 17; Report of Oliver Wolcott, Jr., Secretary of the Treasury, to the 4th Congress, 2nd Session (1796), concerning direct taxes; *American State Papers*, 1 Finance 423, 427, 429, 437, 439." - *Shaffer vs. Carter*, 252 U.S. 37, at 51 (1919). [return]

**[42]** Acts of August 5, 1861 (Chapter 45, Section 49, 12 *United States Statutes at Large* 292, 309) -- confined the Income Tax then to *Persons* residing within the United States (meaning *Persons* accepting the benefits of the protection of the United States) and United States Citizens residing abroad (meaning *Persons* operating under the

invisible Citizenship Contract). Yes, well before the 14th or 16th Amendments, before Gremlin *Extraordinaire* Karl Marx made his appearance on the scene, Income Taxes were both laid on and successfully collected from, American Citizens. I will discuss both the 14th and 16th Amendments later on, but you should be aware that numerous people are arguing that you are not liable for the present Income Tax of Title 26, based on infirmities and defenses centered around the 14th or 16th Amendments; the information being disseminated by these people is both erroneous at Law and factually defective (defective by omission). [return]

**[43]** I once had a conversation with a Bolshevik Gremlin who works for the Brookings Institution in Washington. There was an aura permeating the atmosphere around him that was different, as if there was a demon chill in the air. Sensing this introduction to Hell, I almost felt as if I was in Tubingen University in Germany, swirling in the midst of the ghostly political tempest of devilish intrigue that has been going on there since the days of Fredrich Schiller and George Hegel institutionalized the kinky intellectual which that University generates, and which ideological flotsam and doctrinal mischief continues on without abatement down to the present day with Hans Kung and the Green Party. But when this conversation drifted over towards the Income Tax, all of a sudden he sparkled up a bit, and with a devilishly sneaky cackle and a crooked grin that stretched fully from one ear over to the other, this little Bolshevik Gremlin then immediately blurted out his high approval of the Income Tax by saying that "...Oh, we don't want to enrich them too quickly." He seemed excessively concerned, even fixated, on their objective that the countryside be allowed only minimum subsistence income levels. I really got the message from him, loud and clear, that they deem our deprivation of wealth to be of maximum importance to them and their damages enscrewment objectives. [return]

**[44]** For a highly detailed, thorough, and technical discussion on the damaging relationship in effect between Income Taxation and economic growth, see Vito Tanzi in *The Individual Income Tax and Economic Growth: an International Comparison* [John Hopkins Press (1969); revised and redated in 1980]. There is also a damages relationship in effect between inflation and the Income Tax -- see Vito Tanzi in his book entitled *Inflation and Personal Income Tax: an International Perspective*, written for the International Monetary Fund [Cambridge University Press (1981)].

Yes, progressive taxation on net profits is the very element itself that causes civilizations to fall -- a fact that Gremlins do not want us to take cognizance of, or otherwise give much thought to. ...When

acquiring new information (or enlarging the factual basis one has to exercise judgment on), one sometimes looks back and realizes that the behavior once deemed acceptable in another era is now unacceptable; so too will Tax Protestors take upon themselves knowledge of invisible juristic contracts and then when looking back realize the possibility, however remote, that the actual tax protestings once exhibited in another era may have been technically improvident for any one of several reasons unknown at an earlier time. This practice of acquiring more knowledge, and then discarding some outmoded behavior of a previous era, is a recognized sign of organic intellectual enlightenment by the Judiciary. In 1970, the Alaska Supreme Court once ruled that regardless of past thinking and past expectations surrounding criminal proceedings, things were now going to different:

> "We reach a point when the crudities of an earlier age must be abandoned." - *Baker vs. City of Fairbanks*, 471 P.2nd 386, at 403 (1970).

And that therefore, *Trial by Jury* is now required in all Alaskan State criminal prosecutions [overruling the previous common practice of making Trial by Jury requisite only when the prospective duration of incarceration exceeded six months.] Just as Judges publicly express regrets over their previous judgment -- exercised in an era when they thought they were doing the right thing by coming down hard on criminals clear across the board, so too should Tax Protestors take qualified cognizance of the possibility that latent error might also be present in their judgments as well. [return]

**[45]** For a discussion of decline in Holland from 1583 to 1674, for reasons relating to the enactment of an income tax, as a war measure, to finance a war against Spain and then continued after the war, on justification grounds to suppress domestic Dutch insurrections, see *La Richesse De La Hollande*, by Monsieur A. de Serionne, published in London in 1778 [cited by Sir Inglis Palgrave, in a speech at the Inaugural Meeting of the Institute of Bankers in Ireland on November 4, 1909]; as reprinted in the English periodical entitled *Banker's Magazine* for December, 1909 and February, 1910 [London: Waterton and Sons (1910)]. [return]

**[46]** When discussing corporate departures from New York, starting in the mid 60's and continuing on into the 70's, the *New York Times* would always talk about the allure of "the Sun Belt," and of the temperature in Houston, and of other environmental inducements, but never at any time was there any discussion as to the incredible State Income Taxes that Nelson Rockefeller was demanding, and getting, out of the Legislature. But the TIMES was lying, as it is very good at, as the Editors knew then that the attraction of the Southern Sun Belt did not

explain why a large volume of the corporate exodus out of New York City went north into states like Connecticut (which had no state personal or corporate taxes in the 1960's), New Hampshire and Vermont. Business managers were also lying in their public explanations of corporate exodus, as I mentioned earlier in the context of deception in Commercial dynasties, as they deflected attention away from Nelson's State Income Tax, into such nice soft areas of "employee preferences" and the like. The closest point the *New York Times* came to in hitting the nail right on the head (in this area of corporate geographical exodus to avoid unreasonable taxation), came during the reign of Governor Hugh Carey in 1977, when the New York State Senate Labor Committee under Chairman Norman Levy, out from underneath the thumb of Nelson Rockefeller, held Hearings on this question, and found that of 111 corporate executives interviewed in New York City, 76 reluctantly admitted that State income taxes were the propulsion force driving their relocation plans [see the *New York Times* ["Corporations Fret About New York Tax"], Section 1, page 28 (April 3, 1977)]. So much for the nice temperature of Houston. [return]

**[47]** Although the income tax on profits is the true source of economic stagnation, as Gremlins strive to run one civilization into the ground after another -- here their *modus operandi* of deception surfaces again, because when Gremlins and their *intelligentsia* imps try to explain away the true source of a long term declension in national economic prosperity, they will invariably turn around and point attention over to their irritant: *individuals:*

> "The nineteenth century had accepted as one of its basic faiths the theory of 'the harmony of interests.' This held that what was good for the individual was good for the society as a whole and that the general advancement of society could be achieved best if individuals were left free to seek their own individual advantages. This harmony was assumed to exist between one individual and another, between the individual and the group, and between the short run and the long run. In the nineteenth century, such a theory was perfectly tenable, but in the twentieth century it could only be accepted with considerable modification [that's right -- remember, folks, this is the *modern* era, and you just don't need to concern yourself with the past]. As a result of persons seeking their individual advantages, the economic organization of society was so modified that the actions of one such person were very likely to injure his fellows, the society as a whole, and his own long-range advantage [just somehow]. This situation led to such a conflict between theory and practice, between aims and accomplishments,

> between individuals and groups, that a return to fundamentals in economics became necessary [meaning total top-down Gremlin control of the economy]." - Imp Carroll Quigley in *Tragedy and Hope*, at page 497 [MacMillian Company, New York (1966)].

Notice what really irritates Gremlins and the imps they hire: individuals, and everything else Noble and Great their impending Celestial Status represents. Here we have a sponsored Professor Carroll Quigley, trying to pass himself off as a history professor, and while using an opportunity to come down on free competitive enterprise, he starts throwing invectives interstitially at those annoying *individuals*. And *Individuals*, exercising their own judgment, managing their own affairs, and trying to be responsible for themselves as the embryo Eloheim that they are, have long been a recurring source of irritation to Gremlins [see *Individualism and Socialism* by Kirby Page [Farrar & Rhinehart, New York (1933)]; Socialist Kirby Page equates that heinous cult of *individualism* with so called Capitalism, and predicts that both will soon be crushed by National Socialism. Lucifer has a few surprises to throw at both Carroll Quigley and Kirby Page at the Last Day, synchronous with Page and Quigley momentarily *opening their eyes* once again, too late, to realize that they had repeated the same doctrinal error here in the Second Estate over a protracted period of time that they previously committed once before in the First Estate, and also over a protracted period of time. And there are several very good reasons why *individuals* are so irritating to Gremlins, one of which is:

> "The most basic, fundamental Principle of truth, that upon which the entire plan of God is founded, is free agency. As an Individual, you have the right to govern yourself. It is divinely given to you to think and act as you wish. It is your decision.
>
> "It must be pointed out, however, that although you have the free agency to choose for yourself, you do not have the right to choose what will be the result of your decision. The results of what you think and do are governed by law. Good returns good. Evil returns evil [throughout this Letter, I will cite examples on how the violation of Principles will always generate latent secondary adverse circumstances out in the future, with the seminal point of origin of those secondary adverse circumstances being latent [invisible] and difficult to see]. You govern yourself by subjecting yourself to the discipline of the law. If you are obedient to God's law, you remain free. You progress and are perfected. If you are disobedient to God's law, you bind yourself to that which restricts your progress. You become defiled and unworthy to

be an associate with those who are more clean and pure." - William R. Bradford in *Conference Reports*, at 53 (October, 1979). [return]

**[48]** For a discussion on the relationship in effect between the enactment of American Income Taxes and war, going back to the American Civil War; and of the second administration of President Cleveland who wanted to reinstate the Income Tax to give away massive financial aid and quash an impending rebellion by Western farmers, see a chapter entitled "What Rip Van Winkle Woke Up To" in a book entitled *The Cold War and the Income Tax* by Edward Wilson [Farrar, Strauss & Company, New York, 1963]. [return]

**[49]** "The real effect of a tax on profits is to make the country possess at any given period, a smaller capital and smaller aggregate production, and to make the stationary state be attained earlier, and with a smaller sum of national wealth [yes, the Gremlins know exactly what they are doing]. It is possible that a tax on profits might even diminish the existing capital of the country. If the rate of profit is already at the practical minimum, that is, at the point at which all that portion of the annual increment which would tend to reduce profits is carried off either by exportation or by speculation; then if a tax is imposed which reduces profits still lower, the same causes which previously carried off the increase would probably carry off a portion of the existing capital. A tax on profits is thus, in a state of capital and accumulation like that in England, extremely detrimental to the national wealth And this effect is not confined to the case of a peculiar, and therefore intrinsically unjust, tax on profits. The mere fact that profits have to bear their share of a heavy general taxation, tends, in the same manner as a peculiar tax, to drive capital abroad, to stimulate imprudent speculations by diminishing safe gains, to discourage further accumulation, and to accelerate the attainment of the stationary state [this *Stationary State* is the great Gremlin objective where trade atrophies, business dies from strangulation, and commerce stops altogether, as they run one civilization into the ground after another]. This is thought to have been the principal cause of the decline of Holland, or rather of her having ceased to make progress [and until the United States gets rid of the Gremlins that are now running the show, then we are next]." - John S. Mill, III, *Principles of Political Economy*, Book V, Chapter 3, Section 3 ["Of Direct Taxes"], at page 827 [University of Toronto Press, Toronto (1965)].

Born in London, John Stuart Mill lived from 1806 to 1873; once elected to the British Parliament, he wrote a considerable volume of books and articles on economics and philosophy. *Principles on Political Economy*

was written in the 1850's, and grew in size as it appeared in several versions. His philosophical orientation was that of statist and socialist. [return]

**[50]** "Progressive taxation is now regarded as one of the central ideas of modern democratic capitalism and is widely accepted as a secure policy commitment which does not require serious examination." - Blum and Kalven in the Uneasy Case for Progressive Taxation [19 University of Chicago Law Review 417, at 417 (1952)].

See also *Income Redistribution Theories and Programs:*

> *Cases-commentary-analysis* by Professor Barbara Brudno [West Publishing, Saint Paul, Minnesota (1977)]; as she talks about Guaranteed Annual Income, Income Maintenance Programs, and the Negative Income Tax Proposals. [return]

**[51]** "...today, we see poverty as the consequence of large impersonal forces in a complex industrial society -- forces like automation, lack of jobs and changing technologies that are beyond the control of the individual." - *Individual Rights and Social Welfare: the Emerging Legal Issues*, 74 Yale Law Journal 1245, at 1255 (1965). [return]

**[52]** Accomplishing countermanding objectives in this area is the art of constructing cogent arguments -- arguments in legal briefs in your tax cases; arguments to others to catalytically trigger another supporting view; and arguments to taxing legislative jurisdictions. As it pertains to the presentation of arguments to legislative (as they largely freely pick and choose the reciprocity demands of contracts they have folks locked into by having first thrown an array of benefits at them), argument making itself is an art:

> "The purpose of arguments is to persuade the policy maker that the public interest would be promoted by the adoption of a tax proposal which would financially benefit its advocates. Regarding some proposals, the direct financial interest of a great majority of people may be quite clear. Such proposals rarely create active tax issues. Regarding other proposals, the public interest may be difficult to ascertain. The amount of direct cost or benefit involved to each member of the public may be so small and uncertain that other tests of the public interest takes on great importance. It is to these indirect and somewhat subtle interest objectives that arguments are commonly addressed. The nature of the arguments will appear from an example. When the witness for a taxpayer interest group appears at hearings before the Congressional taxing committee, he does not merely say, and often does not

> say at all: "Please adopt our proposal because it would benefit us." It is always assumed that each witness thinks his group would be benefited by the action he proposes. The argument [presented] is usually on a high plane of public welfare. The witness may indeed point out that his industry is subject to an unusual hardship, but even in this case the testimony usually goes beyond the private benefit to consider the public interest."

[A rare exception to this rule happened when, for example, a Congressman once snorted a statement to a representative of *The National Council of Salesman's Organizations*, who was in Congress lobbying for a repeal of some excise taxes they didn't feel like paying]:

> Why don't they get together and tell us how repeal would the country, instead of each trying to tell us how it would benefit his own industry?" - *New York Times*, Section 3, page 4 (June 19, 1949)." - Roy Blough in *The Argument Phase of Taxpayer Politics*, 17 University of Chicago Law Review 604, at 605 (1950).

Other than for that lone wolf exception, witnesses do not normally argue that their proposals would benefit themselves, but generally deflect attention of to some high and noble national welfare objective. This is an idea Patriots might take time to think about because one of the reasons Federal Judges come down so hard on Tax Protestors is because the judge views the Protestor as being a self-centered cheap person immorally pursuing his own self-enrichment; the background factual information possessed by the Protestor (of his knowledge of that tax, if surrendered over to the Bolsheviks in Washington, would only accelerate the destruction of his own Country) is factual knowledge on conspiracy and Gremlin intrigue largely unknown, unappreciated, and unseen by Judges. The presentation of these historical background arguments to the Judge are arguments that are sounding in the Tort of unfairness, and cannot be considered on their merits whenever contracts are in effect; only the Patriot's total and thorough decontamination of himself, away from the adhesive juristic environment that characterizes the King's Equity Jurisdiction, has any hope of allowing the *de Minimis* entrance into your arguments of evidence countermanding the Judge's quiet assumption of your cheapness as a person, by talking about the illicit legislative motives that were very much present when those taxation statutes were either enacted (or alleged to have been enacted). But important for the moment is the general lack of concern by Patriots in the quality of the arguments and the flow of the logical continuity presented therein, but in order to see our own error, we must develop

the ability to see and evaluate these arguments from the Judge's perspective; not an easy thing to do, as Judges are approaching the issue totally different from us. For an abstract theoretical model in how to do so, see Wayne Grennan in *Argument Evaluation* [University Press of America, Lanham, Maryland (1984)].

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# Invisible Contracts Bank Accounts

by **George Mercier**

[Pages 131-193]

Some years preceding his multiple prosecutions in 1984, Mr. Condo went down to a bank, and initiated an Equity relationship with that corporation and the King. Yes, Commercial contracts in effect with banks are invisible juristic contracts in effect with the King. In the Armen Condo Letter, I mentioned that banks are in a special Status with the King, and likewise so are the individual people who experience profit and gain from any Commercial contract they enter into with a bank. This relational effect of doing business in King's Commerce is pronounced quite clearly in the *Instrumentality Doctrine* the Supreme Court initiated publicly with *Davis vs. Elmira Savings:*

> "National banks are instrumentalities of the Federal Government, created for a public purpose, and as such necessarily subject to the paramount authority of the United States."[1]

This Instrumentality Doctrine is very significant, and the word *Instrumentality* means an Equity Relationship that is quite strong in American Jurisprudence. As nationally chartered banks are the Instrumentality of the Congress, consider the subordinate Party (the banks) as being the "right hand" of the Master (the Congress). This is a very powerful Doctrine indeed, and it needs to be understood for what it really means. In the Armen Condo Letter, I mentioned that, from a Judicial Perspective, any profit or gain experienced from a bank carries with it the same identical full force and effect as if the King himself created the gain. Consider, for a moment, the application of the Instrumentality Rule to corporations:

> "Under this Rule, corporate existence will be disregarded where a corporate subsidiary is so organized and controlled and its affairs so conducted as to make it only an adjunct and instrumentality of another parent corporation."[2]

Now think what happens if the King is substituted for the parent corporation, and your local bank is substituted for the subsidiary corporation. Under the Instrumentality Doctrine, the local bank as a Person and a legal entity fades away in significance as if it was transparent, and the King and the Secretary of the Treasury then appear as the real contracting Persons you are entering into Commercial agreements with. Are you beginning to see the legal significance of this Doctrine? Are you beginning to appreciate the deeper meanings of the bank account in that it is the King that you are really contracting into Commerce with, and the bank is just the King's local agent? That bank is literally the private personal

property of the King. Entrepreneurs who go out and capitalize a new bank from scratch do not own that bank. The bank is owned by the King who created the corporation, and his Comptroller of the Currency later issued out a banking charter to; and the individual shareholders only hold an equitable interest in the bank's operations.[3]

The shareholders are only entitled to a limited withdrawal of some of the bank's net earnings, under some limited circumstances.[4]

Many incarcerated Protestors were unaware of the existence of the Commercial contract that they were into, and so having the strong political views that they do, their political feelings, skewing off on a defiant tangent, retained the upper hand over their better judgment -- an inquisitive judgment that would be searching for answers to questions. So although the Protestors was at one time unaware of the existence of a contract being in effect, the King was very much aware, and so the Protestor's defiant behavior is increasingly improvident when viewed from the perspective that the Commercial contract was written to strongly favor the King, and is interstitially dispersed throughout with penal clauses *in esse* for no more than mere administrative negligence and default, and any outs that exist for persons in default are the unintended default technical errors that the King's *lex* statutes can correct at the discretion of the Congress.

Today, great Tax Protesting Patriots like Condo, Schiff, and Saussey -- who have established themselves in forward political positions -- have the strong advantage of learning in advance the single most important fundamental starting point in this Life; a starting point that most other folks won't even know of until it is too late; a starting point that bifurcates the Law of Judgment into two great subdivisions; Tort and Contract. Unknown to the world at large, Heavenly Father has invisible Celestial Contracts operating on us all, just like the King had multiple layers of Commercial and invisible political contracts operating on Schiff, Condo, and Saussey (I will discuss those layers later on). Maybe I am missing something somewhere, but I wish someone would explain to me the prudence of Armen Condo's *modus operandi*, as I cannot find any; when presented with such valuable information (that invisible contracts were actually in effect) Armen Condo summarily rebuffed that information without any inquiry being made into its authenticity. I had told Armen something he did not want to hear in his non-teachable state of mind; and in ways similar to those invisible juristic contracts the King has on us that so few people know much about, likewise our previous existence First Estate Contracts with Father cast a regulatory contract jurisdiction over us all, and all contract jurisdictions always call for our being self damaged by our own mere neglectful technical

default, nonchalant indifference swirling in carefree insouciance, and miscellaneous compliance deflection Tort Law rationalizations:

> "... yea, I lived with her for a while -- she was *nice*, but there was no damages nowhere and everyone consented -- so Father can't hold that against me."

And just as Schiff, Condo, and Saussey were given unpleasant advance introductions into what a contract Star Chamber is all about, so too will the Last Day be a Contract Star Chamber -- the worst imaginable to those who have used Tort Law behavioral defense arguments down here, as a well sculptured slice of meat was repetitively bewitched into an elevated state of enchantment ("Gee, I didn't damage anyone").[5]

But the Last Day will also be transparent for those who entered into, and were successfully tried under, Father's *New and Everlasting Covenant*; for these, the Last Day will be a smooth procedural formality, nothing that should be of any impending concern.[6]

To Heathens and agnostics, who spent their time playing with their own salvation down here by fighting and resisting what they will then view as something as simple as giving Father what he wanted, there will be no opportunity then to throw multiple exploratory defense lines at Father by going through multiple judgements, but much to our advantage we can have all the prosecutions thrown at us that we want down here, to repetitively argue our defense lines before Judges over and over again; and it is for this reason that incarcerated Protestors will one day look back and be ever grateful that the consequential significance of being in mere technical default on invisible contracts was driven into them, under such strong circumstances.[7]

Yes, today, Condo, Schiff, and Saussey are either in a cage, or close to being thrown into one, because of their default in juristic contracts; tomorrow - after they have *opened their eyes*, they will go forth and inherit, create, and preside over Thrones, Dominions, and *Worlds Without End*, also by Contract. Having known the bitter Agony, they can cleave to the Celestial Ecstasy; in both cases, contracts were the initiating catalytic instrumentality.

This banking *Instrumentality Doctrine* is a pretty strong relational status for the Judiciary to take cognizance of, so when we probe back down the line to uncover why chartered banks are in such a status, we should not be too surprised to uncover our old friend: A contract.[8]

Originally applicable only to nationally chartered banks, the *Instrumentality Doctrine* has since been expanded under the enlarging regulatory penumbra of the Federal Reserve Act of 1913 to include all

state and Federally chartered member banks of the Fed. During the Depression, banks who became members of the FDIC and FSLIC insurance programs were deemed Instrumentalities, and this doctrine is now applied in the United States to include all financial institutions where there is any Federal regulatory interest in them. This now includes stock brokerage houses, credit unions, insurance companies, and pension funds. (For example, people acquiring a Merrill Lynch Cash Management Account, which is a negotiable withdrawal instrument, are in the same Juris tic Personality Status (in King's Commerce) with a Merrill Lynch checking account that they are with a checking account from any conventional depository banking institution, such as Manufacturer's Hanover.) When a person initiates such a bank account relationship with the King, an examination of Fourth Amendment Search and Seizure cases relating to account records that banks send to depositors reveals that the Federal appellate judiciary considers the Fourth Amendment to be non-applicable to Seized bank account records.[9]

In those cases, the Supreme Court will talk about how Courts cannot exclude evidence under the Fourth Amendment unless that Court finds that an unlawful Search or Seizure violated the defendant's own Constitutional rights. But that the Constitutional rights of criminal defendants, who are being hanged with their own bank account statements, are violated only when the Search and Seizure conduct violated the defendant's own legitimate expectation of privacy, rather than that of a third party.[10]

Since the "zone of privacy" inherent in the Papers Clause of the Fourth Amendment does not facially protect information you have deposited into the hands of third parties, like banking institutions,[11] Federal Courts find it unnecessary to probe any deeper and explicitly tell you the real underlying reason why bank accounts fall outside the protective penumbra of the Fourth Amendment; Because a Commercial contract is in effect, and the Bill of Rights cannot be held to interfere with or obstruct the contemporary execution of Commercial contracts, for either party (and properly so). But wait, as those Supreme Court cases dealt with bank accounts Seized from a bank itself, and banks as regulated Commercial establishments have no Fourth Amendment rights whatever. So there are no privacy rights in any information you deposit with those banks, and this remains true whether or not there was a Commercial contract in effect or not. Hmmm. But what if those bank account records were Seized from a person's home where the Fourth Amendment does apply? Now what? The Fourth Amendment still does not apply, and properly so.[12]

This is what is really meant when the bank account evidence taken from

a patently unlawful residential Search and Seizure in a person's home is deemed admissible, even though the Fourth Amendment's Exclusionary Rule would otherwise attach if the property that was seized did not belong to the King (guns, cocaine, etc.). Federal Judges will

skew their Seizure of bank accounts annulment justifications off to the side and talk about the "special facts in this case" when annulling Fourth Amendment rights on bank account records unlawfully Seized from a residence.[13]

And now we are finally getting down to the one real reason why the Bill of Rights in general, and the Fourth Amendment, in particular, means absolutely nothing when a bank account is involved with a contested Search and Seizure; this special reason is never talked about by law schools; and this reason is not to be found anywhere in any law book in any library that I am acquainted with: But the reason is, as stated, because a Commercial contract with the King is in effect, and so as a point of beginning, the Bill of Rights is irrelevant from the scratch, and properly so; but you will never hear that explicit explanation from anyone else, other than George Mercier. Never in any Court Opinion is there any blunt discussion of Commercial contracts being in effect; rather, Judges will continue to focus distracting attention and discussions around the Fourth Amendment, creating the potential image, in some peripheral factual setting cases, that the Fourth Amendment is the center of gravity here, rather than the Commercial contract itself. Yet it is very proper and correct that the Bill of Rights should not be allowed to interfere with, obstruct, intervene, or otherwise restrain the execution or operation of contemporary Commercial contracts --for either party; but getting an official admission like that from a Federal Judge will result in a can of worms being opened up (as they perceive it), a can of worms they don't want to talk about and deal with in the future.[14]

Additionally, but to a lesser extent, those bank account records are the private personal property of the King, and so it is irrational that the King cannot reclaim his own property whenever he feels like it, all pursuant to the terms of the bank account contract.[15]

Those are the real reasons why the Fourth and Fifth Amendments are irrelevant in bank account Administrative Seizures and in judicial prosecutions evidentiarily based on bank accounts. Within the same line of Fourth Amendment cases, those Federal Judges will also refer to bank accounts as being interstate merchant and Commercial instruments, but never is there any discussion to be found anywhere on the special Equity Relationship in effect between Persons entering into such Commercial contracts, and the King.

Some folks have taken the position that if they entered into Equity with the King by signing a bank account card under Objection on the grounds of necessity, that Objection somehow will vitiate future liability; but there is an inherent defect in that reasoning. Unlike signing Driver's License applications under Objection and Notice of Duress to avoid incarceration, the Supreme Court has ruled that the *Right to Travel* is a Substantive and Fundamental Right that cannot be infringed upon, absent very strong and compelling state interests; and there are state statutes which criminalize the act of an unlicensed driver operating a motor vehicle down the road. Taking that Driver's License scenario as a model and applying it to justify possessing bank accounts just does not cut it. Bank accounts are not entered into to avoid incarceration, and banking is not a Substantive Right, and direct personal financial profit and gain enrichment is experienced when possessing bank accounts that is without parallel with a Driver's License. So, all factors considered, the likelihood of escaping an Excise Tax liability by arguing bank account possession by necessity, is remote. This remains true even though the California Supreme Court ruled once that:

> "For all practical purposes, the disclosure by individuals or business firms of their financial affairs to a bank is not entirely volitional, since it is impossible to participate in the economic life of contemporary society without maintaining a bank account. In the course of such dealings, a depositor reveals many aspects of his personal affairs, opinions, habits and associations. Indeed, the totality of bank records provides a virtual current biography."[16]

The California Supreme Court is not a Federal Tribunal, and statements to the effect that bank accounts are necessary for practical economic survival, and perhaps are not purely volitional [*volitional* means freely choosing or will to do so, as in making a decision], although an interesting perception of the passing scene, will in no wise vitiate your legal liability to the adhesive Federal taxation reciprocity expectations resident in Title 26. Notice how the California Supreme Court did not say that possession of bank accounts under a documented factual setting of economic survival annuls Title 26 liability. So let's not read out of that state court what it does not say; and even if that state court did state inferentially that possession by necessity annuls expectation of reciprocity liability in areas of taxation, then the California Supreme Court is still not a Federal Judicial Forum. Federal Judges are taught and trained certain things in those Seminars of theirs, and that *Bench Book* of theirs makes the Government's position sound more than reasonable, and so as a result, Federal Judges are collectively sensitive towards certain

things [such as the significance of a Commercial contract] that State Judges are indifferent to.

This *Davis vs. Elmira Savings* Instrumentality Doctrine occasionally surfaces in Supreme Court rulings, by sometimes being lightly mentioned in passing in *obiter dictum*, such as in *Anderson National Bank vs. Luckett*,[17] and on other occasions, this Instrumentality Doctrine is bluntly reaffirmed by the Supreme Court, as in *Marquette National Bank vs. First of Omaha*.[18] But if the Law of King's Commerce is correctly understood, there is no need for the Supreme Court to reaffirm anything, as the circulation of paper money, notes, or the circulation of any juristic currency, even carrying intrinsic value, in King's Commerce (as distinguished from privately minted coins and notes), has always been the closed private domain of the King of England. And it has been the exclusive domain of the King ever since paper money was first printed and circulated by King Richard II to finance an offensive war against France that Parliament declined to levy taxes to wage.[19]

So the circulation of paper money by Gremlins through the instrumentality of kings, was born in tortious fraud intended to damage people, and was designed to accomplish in the practical setting (the damages of taxation by Inflation) what was not accomplished legally on the Floor of Parliament by common consent.[20] So paper money has been designed from the outset to damage people, and the unnecessary circulation of paper money today in the United States carries along with it identical underlying enscrewment objectives.[21]

Back in an era when the United States was the American Colonies, the Framers to our Constitution never abated or restricted the King's standing right to issue out his own money or to declare that someone else's money or notes are legal and tender for those debts existing under the King's General Commerce Jurisdiction; and neither did the Framers ever restrict the King's right to delegate any or all of the circulating process to a third party (as arguments in this area of *Federal Reserve Unconstitutionality Due to Lack of Coinage Delegation Jurisdiction* are in error). The Supreme Court has ruled often that the Constitution of the United States must be applied today in light of English Common Law then in effect at the time the Declaration of Independence was executed, and properly so.[22]

> "... Congress possesses all of the powers which existed in the States before the adoption of the National Constitution, and which have always existed in the Parliament in England."[23]

So let us briefly examine English Common Law and see just what type of

monetary powers the King of England had. Consider the following words from a landmark case in 1604:[24]

> "[A]s the king by his prerogative may make money of what matter and form he pleaseth, and establish the standard of it, so may he change his money in substance and impression, and enhance or debase the value of it, or entirely decry and annul it...
>
> "And so it is manifest, that the kings of England have always had and exercised the prerogative of coining and changing the form, and when they found it expedient of enhancing and debasing the value of money within their dominions; and this prerogative is allowed and approved not only by the common law, but also by the rules of the imperial law."[25]

And so if the King of England had the right to invoke Sovereignty Jurisdiction to circulate debased currency, then so also does the Congress of the United States now have similar Sovereignty Jurisdiction, absent an explicit and blunt jurisdictional restraining mandate to the contrary in this charter, the Constitution -- paper currency restrainment language which does not exist.[26]

Nowhere in our Constitution did the Framers state that "no paper currency shall issue out of Congress," or "circulating currency is required to physically contain gold and silver," and Patriot arguments to the effect that Article I, Section 10 constitutes such a restrainment are defective, as I will explain later on. Nor did the Framers state that "monetary matters reside exclusively within the Congress, and cannot be delegated..." Are you beginning to see what happens when some agreement is reduced into writing? With the passage of time, oral expectations in effect at the time the agreement was executed diminish away into nothingness, and only the exact, literal content of the agreement, as written, means anything.[27]

Today when we enter into contracts with one another down here, as unforeseen circumstances surface later on, regrets are always quietly expressed about how this or that should have been originally included into the agreement. It was that way with Moses and the Ten Commandments, it was that way with the United States Constitution of 1787, and this attribute of Nature [of people enlarging their basis of factual knowledge over time, and therefore also changing their desires] remains in full force and effect down to the present day with Commercial contracts. An honest assessment of the Framers would suggest that they were unable to guard against all possible evils, since they simply did not have, then, the exposure to the magnitude of evil that we have had thrown at us today.

But as for currency[28] itself as we now have it, synchronous with King Richard II's unsuccessful conquest against France in the 1300's (and long before the King of England's chartering of the Bank of England in 1694 under Gremlin prompting and intellectual guidance),[29] the special *sub rosa* relationship that was developed between the circulation in King's Commerce of paper money by the King and a grand Tort the King intends to work, still remains in full force and effect down to the present day in the United States.[30]

Anglo-Saxon Kings have a long history of never bothering to stop pulling off whatever they can get away with.[31] For example, in the 1500's, the King of England (actually Queen Elizabeth) ordered a debasement of Britain's national currency for the express purpose of working a Tort on rebels in Ireland. This carefully planned currency debasement was explicitly designed to damage these Irish adversaries of the Crown as an act of war. When these debased coins were issued out all over England to the public at large, they became known as *Mixed Money* due to the novel alloy composition in the coins, meaning a hybrid of part precious and part ordinary metals. This degenerate mixed money was then sent by the King of England to Ireland as a covert war military measure against the rebels there. The rebels were buying supplies abroad, and they were making their purchases by using valuable Britannic gold and silver coins, which always had an international allure to them, and properly so. So the King decided that the best way to stop the rebels from making their arms purchases would be by making their money unattractive to their suppliers, foreign gun runners.

In making their purchases of guns and armaments, the rebels had been obtaining their gold and silver English Crown coins from loyal British subjects in the course of ordinary dealings, and those subjects in turn had received it from Queen Elizabeth's soldiers and others functioning as Crown distribution agents. So the King, knowing what he does about using both devalued coin and soft paper currency to damage adversaries, simply reduced the value of the money the rebels were getting, by clever debasement. Although debasing the currency to damage a rebel out in some remote place carries the secondary consequence of damaging loyal subjects who mean the Crown no harm; so as to not offend the Crown's subjects, the Queen promised to redeem this debased money at face value later on [sound familiar today?][32]

But as for the rebels in Ireland, now the debased Crown coins were being rejected by the foreign gun runners as payment for goods they had been selling to the rebels, and so, as the supplies to the rebels were cut off at the source in this slick and clever way, the plans for conquest by the rebels was frustrated.[33]

The English Case of 1604 that I had quoted from above called the *Mixed Money Case* was a challenge to the authority of the King of England to pull off what he did against Irish rebels, and as you read above in a quotation from the Case, the Judiciary has declared that it is a Sovereign prerogative of the King to debase his own currency, whenever and however the King feels like it. [And rather than snicker at Judges today for tossing aside your challenges to paper money, the correct remedy lies in writing explicit and blunt restraining language into the King's Charter (the Constitution), but our Framers in 1787 never did that; and the Framers of 1787 did not write in such explicit and blunt restrainments for a very good reason; Because there was strong reservations expressed on the floor of the Convention on whether such proposed restrainments were really provident.[34]

That Mixed Money Case was a sleeper, as our Framers never correctly designed the Constitution to repel this special type of quiet *sub rosa* political aggression; and 250 years later, that Mixed Money Case surfaced in the Supreme Court of the United States, in the context of justifying the Civil War era Legal Tender Acts.[35] Down to the present day, the excitement of war is used as a justification to either initiate or continue one more turn in Gremlin enscrewment objectives.[36]

So now we should have some minimum discernment to see why contemporary representations to the effect that gold is just too unsuitable by its heavy bulk weight to be a modern circulating denomination of currency, as both fraudulent and factually defective. Paper money is characterized by its depreciating nature.[37] Fraudulent because people with sinister intentions use debased currency (and non-redeemable Federal Reserve Notes that quietly lose a little decremental value with each passing year are debased currency) for political conquest and to damage their adversaries.[38]

And such representations are factually defective because the King's new proposed money (which the Treasury Department has already quietly circulated prototypes of) has thin strips of metal imbedded in between layers of paper, and those strips of metal could just as easily have been alloyed with gold and silver if our King wanted it -- but no, our King is not quite through with his *magnum* Tortfeasance, not just yet.[39]

And just as Patriots go right ahead and argue defective reasoning based on the milktoast language in Article I, Section 10, so too do Patriots go right ahead and try to argue the line, that well, since the United States has no express grant of jurisdiction to create corporations, therefore, the Federal Reserve Board is unConstitutional

for this reason. I have concluded that if I were on the Supreme Court, I would uphold the inherent jurisdiction of the King to organize corporations (or any other instrumentality that had its own separate treasury, with the King calling that instrument whatever he feels like).[40]

That idea of a separate treasury is important to the Supreme Court, since that is the determining logic behind their rulings making municipalities exempt from the 11th Amendment, which otherwise operates to immunize actions against states.[41] My reasoning comes from a confluence of factors. First, getting a feel for the lack of specificity in the Framer's drafting of the Constitution; for example, no where is the King given permission to hire employees, to excavate sites for office buildings, to sign leases, or to purchase assets or land in foreign lands, etc. In examining those areas where the Supreme Court has ruled on inherent meanings of Clauses, they have ruled, for example, that the "Adversary Nature" of criminal prosecutions is inherent in the Sixth Amendment [*Miranda vs. Arizona* and the counsel cases], and that Courts created by the United States have inherent Contempt jurisdiction, regardless of the absence of the conferment of any such jurisdiction.[42]

And on and on. For these reasons there is very much a basis for an implied grant of jurisdiction for the King to do something, not otherwise specifically denominated in his Charter. The test to be applied to see if some jurisdiction claimed operative by the King, but not exactly specified anywhere in that Constitutional Charter of his which breathed life into the King his breath of juristic life, lies in another strata: First, is the challenged *lex* even inferentially in conflict with any restraining mandate the Framers wrote into the Constitution? In the limited question of creating corporations, the answer is no, it isn't. Next, we shift into the broader question and ask: Is the creation of corporations even out of harmony with the *leit motif* of the Constitution to restrain the King from functioning as a Tortfeasor?[43]

Does the challenged act of Congress (creating corporations or other political instruments with separate treasuries), have the effect, in the practical setting, of allowing or in any way assisting the King to function as a Tortfeasor against us countryside folks? In other words, does the creation of privately held corporations by the King, such as the Federal Reserve System, provide the King with a mechanism to damage us that he would not otherwise be privileged to do, or able to do in the practical effect with his own direct employees? In the case of creating corporations, or in the creation of separate juristic organizations with their own treasuries, the administrative form of

the corporation (the wording on the piece of paper that is its charter) offers no possibility of a Tort on us that could not be otherwise worked by Executive Agencies operating under direct Presidential administrative jurisdiction. This is true even in the case of the Federal Reserve System. The Fed is very much a Tortfeasor in its control over the rate of inflation,[44] and in its proclivities to do so; and from its being such a dominate financial market maker and control of re-discount rates its Open Market Committee can and will fix rates of interest at whatever level it feels like; and the Gremlins running the Fed know very much that they posses considerable power to determine prosperity levels.[45]

By controlling these financial market forces, the Fed single-handedly controls the relative level of economic prosperity or decline in the land.[46] If the Fed were an administrative agency under, perhaps, the Comptroller of the Currency, then all of the regulatory assertions it now makes over member banks would remain in effect, and it would still control prosperity through its regulatory mechanisms. (Incidentally, the mere absence of prosperity, under such highly managed and tightly controlled monetary circumstances, is a Tort against us by the Fed).[47]

If the Federal Reserve were an Article II Executive Agency under Presidential Jurisdiction (which as a privately owned and independently managed business entity, it is not), then every single decision made by the Federal Reserve Board and its Open Market Committee (and its predecessor) down to the present time, would still have been made and carried out.[48] The only existential reason for the Fed's corporate organizational legal structure lies in the fact that the Fed was sponsored, as you know, by a Special Interest Group for their own private enrichment:[49] A network of Gremlins operating under the intellectual aegis of Rothschild nominee Paul Warburg and associates, who prodded and tricked an otherwise reticent and naive Congress into enacting the initiating legislation in 1913.[50]

Designed by Gremlins the way it was,[51] and because of its private corporate ownership and lack of public accountability to the Congress and to the public.[52] The Fed has never been audited by the GAO,[53] the Fed as a privately owned corporation is able to provide its European owners with an exceptionally lush American gold mine they would not otherwise experience if title to Federal Reserve stock were ever to be reclaimed by the Congress under *Eminent Domain Jurisdiction*, or simple repeal, or repurchased under a reservation in its charter.[54]

So the Fed exists as a private independent corporation because it was

created to act as a financial enrichment velocity accelerant for its owners [I have a hunch that it is also the single most profitable wealth institution in the world, outdancing and outdazzling the top Fortune 100, as well as the Vatican and several "for profit" political jurisdictions]. The Status of the Federal Reserve System as a Tortfeasor is not related to its legal charter organization as a corporation, and neither would its Tortfeasance be changed, either negative or positive at all, if it ever were to be absorbed into the Executive Presidential bureaucracy of Article II. As an Executive Article II agency, then it would still control inflation since it would still be controlled by Gremlins; and it would continue to control interest rates and relative levels of prosperity through its regulatory mechanisms.[55]

That this Tortfeasance is transparent to its organized form is true because all Torts originate with people, and at the Fed, there is now a man as chairman who is uniquely qualified to operate as a joint Tortfeasor with the Rothschilds and work magnum opus Torts on us all: Gremlin Paul Volcker.[56]

This is the same Treasury Department staff member Paul Volcker who played a supporting role in the theft of American gold bullion deposits from Fort Knox in the 1960's,[57] and the same Paul Volcker who now holds a controlling executive position in the Fed, a position that when he campaigned for it in 1978, he openly called for the "controlled disintegration" of the United States.[58]

Since the corporate structure of the King's peripheral Commercial interests, of and by themselves, do not provide the King with a mechanism to work Torts on us he would be otherwise restrained from doing through executive agencies, I have no objection to the King creating corporations, and I would suggest that arguments to the contrary will likely be rebuffed by the Supreme Court.[59] If at all you question the legal authenticity of my conclusory statements, then please read *M'Culloch vs. Maryland*,[60] and tell me that the Congress cannot create corporations or nationally chartered banks. In that case, the Supreme Court specifically talks, at length, about the Constitutionality of creating corporations, and the implied powers of Congress to do so.[61]

Also foolish is the line that I hear that no tax could possibly be due to the King, because the IRS is not an Article II Executive Agency and functions as a private contracting corporation.[62] I see no general impediment to the King hiring private contractors to assist him in tax collections.[63] Private contract bounty hunters have been used to find criminal fugitives for centuries, so why aren't you Protestors

objecting to that? Incidentally, in the old days of our Mother England in the 1700's, there was a practice going around Europe called *Privateering*, which is when small privately owned armed navies would roam the High Seas in search of prizes to steal for themselves. A *Privateer*, then, is an armed vessel, owned, fitted out, and manned by private parties with a legal commission from a political jurisdiction authorizing it to capture the vessels and cargo's of the enemy. This legal commission, called a *Letter of Marque*, impressed upon the *Privateer's* banditry an aura of legitimacy in International Law, without which Privateers would be hung as pirates by any nation's ships fast enough to capture one. But back safely at home, the *Letter of Marque* also served as a legal basis for an Admiralty Court to condemn the captured property, the Prize, and assign it over to the Privateers themselves who stole it (this was also called *Prize Jurisdiction*).[64]

[In remarkably similar ways today in the United States, private contracting Privateers are at work in the IRS, acting under a legal commission, which largely precludes the imposition of Civil Rights damages because of their operating under the recourse protective umbrella (color) of Governmental authority; and like the Privateers of old, today's tax loot is also handed over to a private party: To the owners of the Federal Reserve System, for payment on the King's National Debt. And even more astounding in parallel, today's IRS collection of loot and banditry is also governed under a Federal Court acting under the rules of Admiralty Jurisdiction, as I will explain later on.]

That analogy between the *Privateers* of old out on the High Seas, and of today's private contracting termites inside the IRS sounds pretty good, doesn't it? The requisite blend of comparative background elements of thievery are present, an underlying tone of IRS illegitimacy runs throughout the analogy, and that, generally is the kind of talk Tax Protestors like to hear... "looters," "theft," "banditry" and the like. Yes, analogies like that are music to the ears of Tax Protestors *Extraordinaire* like Irwin Schiff,[65] and Representative George Hansen.[66]

But just one tiny little problem surfaces here which makes the *Privateers to IRS Termites* analogy fall apart and collapse, a tiny little problem Irwin Schiff and George Hansen do not want to talk about -- a tiny little problem most folks had better start to talk about, *now*, before getting in front of Father at the Last Day: An invisible Contract. Today, the Protestor has entered into a series of invisible contracts with the King, numerous contracts which are invisible to the Protestors, as I will explain later on, so now all of

those termites in the IRS are merely collecting monies rightfully due the King by contract, whereas in contrast the *Privateers* of old had no such contract in effect to grab the property belonging to others. Therefore, if I was a Federal Magistrate, I don't know if I would be as patient as some of the State and Federal Magistrates I have seen in hearings and trials in trying to explain error to a Constitutionalist, so called, but whose words were falling on death ears. One prime example of how the carefully chosen words of a Federal Judge falls on death ears, occurs when a petitioner is being rebuffed when throwing a challenge to the Constitutionality of either the Federal Reserve System or Federal Reserve Notes at the Judge. One of the reasons why Federal Magistrates and the United States Supreme Court are so reluctant to declare the Fed or its Notes as being unConstitutional [aside from the fact that many Federal Judges find the idea to be philosophically uncomfortable and ideologically irritating] is because, as a matter of Law, the use and recirculation of Federal Reserve Notes falls under the governing doctrine applicable to Commercial Contract Law Jurisprudence, so the Constitution is largely irrelevant right from the beginning, as the entire closed private domain of King's Commerce is a benefit/privilege created by the Congress, and there is nothing in the Constitution to restrain it.[67]

Assuming for a moment, *arguendo*, that the interposition of Contract Law was irrelevant, then aside from that there are a large number of separate and distinct sources of jurisdiction the King can claim as authority to issue out debased paper currency. But before listing those sources, we need to back up a step. An examination of the Federal Reserve's Charter also reveals that, in Warburg's devilishly brilliant cleverness, the Congress never recited any specific sources of Constitutional Jurisdiction when it created the Fed. Nowhere in its Charter does it say something like "... the powers of Article I, Section 10 are hereby invoked..." An examination of numerous other statutory programs reveals that the Congress rarely ever bothers to recite its claimed sources of Constitutional Jurisdiction for those programs either (in those Acts that I have searched through). Since the Congress did not recite any Constitutional sources of authority when it allegedly passed the Federal Reserve Act,[68] this now means that whenever a Protestor comes forward today and throws a Case at a Federal Judge where the Constitutionality of the Federal Reserve is being challenged, the United States Attorney General is thereby free to throw any set of defensive arguments back at the Protestor that the Attorney General feels like, in order to justify the Constitutionality of the challenged Act of Congress. The bottom line is that the Attorney General can and will claim sources of Constitutional Jurisdiction at some future date that the Congress never really contemplated when it originally created the program (if a quorum ever

really did exist to create the Fed). However unfair this appears to be, would someone please show me where the Constitution requires the Congress to recite its enabling Jurisdiction on each Act it passes? The Framers were also negligent in this respect, and so there is no such recital requirement, and so now the Attorney General is free to come up with a long list of claimed sources of Constitutional Jurisdiction that the Protestor never ever dreamed of; a list that the Congress never really considered at the time of possible enactment; a list that Federal Judges are well acquainted with; a list that I will be showing you later on.

But first, we need to cover some background material so the concepts I am about to explain can be understood easily. Remember that correct Principles of Nature operate across all factual settings; if the Principle is correct, what works in one factual setting will work for similar reasons in another setting. So with that in mind, if we had a power boat built for us, and that boat had say, 12 gas tanks built into it (perhaps distributed throughout the hull as ballast to achieve some desired weight and loading balancing effects), or if we were piloting an L-1011 jet aircraft with the numerous bladder, wing, and fuselage fuel tanks that it has located throughout its body, then in order for the boat or jet to be stopped dead cold, all fuel tanks individually need to be empty, first. If so much as one fuel tank has any fuel in it at all, then the boat or jet will continue forward at maximum cruising velocity, without any letup, until all tanks are completely empty. Only the complete exhaustion of all fuel from all of the separate fuel tanks, without any exceptions, will return the jet or boat into that quiescent state of rest that it once came from. The fact that one or several of the fuel tanks may be vacant of fuel will offer no propulsion impairment or reduction in velocity -- *none whatsoever*.

As we turn from a high-powered machine or aviation setting where a manufactured product is under propulsion from multiple and independent sources of fuel, as we turn from that setting to a setting where a legal product was also manufactured by men, like the Federal Reserve Board (Incorporated), we found out that its propulsion also originates from multiple sources of jurisdictional fuel. And so in order to return the Federal Reserve Board to its quiescent *status quo ante* state of non-existence, of pre-December, 1913, then a large number of separate and distinct sources of Constitutional fuel need to be individually voided. If so much as one single source of Constitutional fuel is left remaining --j ust so much as one single Clause -- by having survived the blows of a Protestor in adversary judicial proceedings, then the Federal Reserve Board will carry on at maximum cruising velocity with the same identical full force and effect as if

the Protestor had never thrown anything at the Fed. Mindful of this background information, now we can discuss the multiple sources of jurisdictional fuel that the King has got up his sleeve to retortionally throw back at pesky little Protestors.

While examining the main Legal Tender and National bank related cases in the Supreme Court,[69] we see that the right of the Congress to create a bank and have that bank issue out national currency, as well the right of Congress to designate anything it wants as Legal Tender, is a power directly related to the right of the Congress, by both express and incidental powers:

1. To declare war;[70]
2. To suppress insurrection;
3. To raise and support armies;[71]
4. To provide and maintain a navy (notice the words "maintain" and "support," as they mean financially through taxes and money);
5. To regulate Interstate Commerce;[72]
6. To facilitate the laying and collecting of taxes;[73]
7. Existing as an attribute of Sovereignty;[74]
8. To coin and circulate money pursuant to Article I, Section 8;
9. To pay debts and facilitate the borrowing of money on the credit of the United States (Article I, Section 8);[75]
10. To provide for the common defense and general welfare.

all of which were involved, to a lessor and greater extent, at the time the *Legal Tender Acts* were enacted by the Congress in the Civil War era of the 1800's.[76] And the correlation in effect between the right to enact Legal Tender Statutes and the various War Powers of the Congress applies both in times of war,[77] and also in times of peace.[78]

So what is important for Tax Protestors to understand is that when they attack either the Federal Reserve in whole or part, or the designation of its *Circulating Evidences of Debt* at Legal Tender --and the Protestor goes through all of the Supreme Court rulings on the *Money Coin Clause* in Article I, Section 8,[79] and all the Constitutional Convention debates on the *Money Coin Clause*, and the material discussed in secret Convention meetings back in 1787, and all of the Legislation enacted pursuant thereto, and all of the quotations from the Founding Fathers, such as in Max Farrand's works[80] or "The Federalist," and numerous other private correspondence, and all the lower court opinions on *Choses in Action* and coins and debasement theories, and of their citations on the monetary disabilities of the

United States; after the Tax Protestor goes through all that work and effort, he has only told the Supreme Court about 10% of what the Supreme Court needs to hear in order to invalidate the Status of Federal Reserve Notes as Legal Tender instruments: Because the right to create banks and let that bank circulate Legal Tender is also related to *War Powers* and the *Suppression of Domestic Insurrections*, to Raising Taxes,[81] the *Interstate Commerce Clause*, the Article I, Section 8 *Money Coin Clause*, and the *Raising and Financing Armies and Navies Clauses*, and of course *Sovereignty* itself --and they are independent stand-alone sources of jurisdiction that have to be attacked individually, just like a jet or boat with several fuel tanks needs to have each separate tank vacated before the vehicle will come to a stationary state.[82]

Will someone please tell me how to challenge the Fed based on the *Interstate Commerce Clause*?[83] What grant of intervening and manipulative power is more broad than the Interstate Commerce Clause? With that Clause, anything goes. How are you going to attack Federal Reserve Notes as being a defective use of the *Raising and Financing or Armies and Navies Clauses*?[84]

The answer is that you are not going to. There are some sharp attorneys like Edwin Vieira (Mr. Solyom's attorney),[85] and on the other hand there are some *intelligentsia* clowns; and any judicial rebuffment experienced by attorneys throwing Protestor caliber arguments at Federal Judges is a *fully earned account*, as any flaky arguments centered singularly around just the *Gold and Silver Coin Clause* of Article I, Section 10 are just plain stupid: You are misleading your readers, delivering naught to your clients for your fees, and as attorneys you should know better.[86]

Other rulings also affirm the broad application of monetary powers. Later on in *Veazie Bank vs. Fenno*,[87] the Chief Justice, speaking for the Supreme Court, ruled that it is the Constitutional right of the Congress to provide a currency for the whole country; and that this might be done with coin, or by United States Notes, or by notes of banks chartered by the Congress. Other cases replicate the same line. For example:

> "In *Veazie Bank vs. Fenno* [75 U.S. 533 (1869)], decided at the present term, this court held, after full consideration, that it was the privilege of Congress to furnish this country with the currency to be used by it in the transaction of business, whether this was done by means of coin, of notes of the United States, or of banks created by Congress."[88]

So asking a Federal Judge to declare the Federal Reserve System or its Notes as being unConstitutional based on the *Monetary Clause* of Article I, Section 8 is facially only a small slice of the larger total argument pie that Judges need to hear.[89] One of the reasons lies in the right of Congress to regulate Interstate Commerce through its *Commerce Clause* (and arguing deficiencies in that jurisdiction is foolishness). So any Constitutional infirmity or tension in effect between the Federal Reserve System and Article I, Section 8 offers no reason whatever for dissolving the Fed; as the *Commerce Clause* neatly picks up all the loose ends where the restrictive coinage jurisdiction conferred by Article I, Section 8 might possibly be imperfect, and renders Judicial dissolution of the Fed inappropriate.[90]

Yes, Virginia, Paul Warburg knew what he was doing. But even that is not the full story.

> *Question*: How are you Protestors going to attack Federal Reserve Notes on the floor of the United States Supreme Court? How are you going to attack Sovereignty itself? Are you going to try and attack the essence of Sovereignty itself by quoting from the devil himself? If you can't find a quotation from Lucifer slicing down Sovereignty, then maybe a quotation from one of his hard working Gremlin assistants might be a point of beginning.[91]

Well, an attack on Sovereignty like that, although a majestic goal for Gremlins as they tear down our existing Constitution and the Juristic Institution it created, and try and replace it with their own, is not much. So now just how does an inherent prerogative of the Sovereign, of this right to issue out money any way he feels like it, violate the King's Charter?

> *Answer:* There is no violation -- there is no express Clause restraining the Congress to circulate only that currency that physically contains gold and silver -- and you are not going to get the chance before the Supreme Court to attack it.[92]

Our Founding Fathers did not tie the King's giblets down tight enough with that level of explicit and blunt language that all Kings need to be restrained by.[93] And so any attack on Federal Reserve Notes will require such an explicit and bluntly worded Constitutional Amendment, and that is a political operation for the Legislatures to handle, not something lending itself well in nature to a Judicial remedy. At best the Judiciary can rule on cases with the outcome carefully designed to give the Congress an incentive to get going. An honest assessment of the total factual setting of monetary history in the United States will emphasize general naivete among the members of the American

legislatures in 1787: They didn't know what they were doing, collectively speaking, although there were a few who did raise their voices in opposition to paper money, like Roger Sherman.[94]

Remember that the Britannic Crown was still quite popular then, and the American Revolution was a minority rights operation, with many bleeding heart native Americans opposing severance from the Crown. And there were also just too few George Masons to go around. The experientially wise know that you never, ever deal with a King with negative restraining clauses in contracts except under the most explicit and blunt words that the English Language offers, because the King will always figure out ways to claim some implicit permission to work his way around a restraining clause that is sounding in milktoast; but our Fathers didn't do that. And compounding the problem drafting such specific language, sprinkled in between the floor debates and political comprises, were a few traitors of strong influence (like Alexander Hamilton, who married indirectly into the House of Rothschild),[95] who knew exactly what they were doing, for and on behalf of their sponsors.[96]

One might think that with the passage of time, an increase in political *savoir faire* might just develop nationally. But no. If a Constitutional Convention were held over again today, as is quite close to happening, I am afraid of the consequences. We need a Constitutional Convention today in the 1980's like we need the Ortega Brothers in the United States Senate representing the State of New Hampshire. Conservatives believing a new Constitutional Convention, called for the purpose of a *Balanced Budget Amendment*, are playing into the hands of Gremlins, who fully intend to use that Constitutional Convention to replace our Father's Constitution with their own; in fact that is how the Constitution of 1787 was proposed to the States, as a replacement for the *Articles of Confederation*. And if you don't think Gremlins are smart enough to use parliamentary devices to work their way around wording in some State Resolutions calling for such a Convention (attempting to limit the subject matter discussed in the Convention to just the content of the *Balanced budget amendment*), then you have no knowledge whatsoever of Gremlins, and you are not even qualified to exercise such political judgment today when in fact Gremlins now hold the upper hand in the United States.[97] And Gremlins are not about to let a Constitutional Convention come and go in the United States without putting up a good fight.[98]

If you want to get a good preview and feel for the class of new Constitution that such a convention would produce, just examine the caliber of Presidents elected in recent history.[99]

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**Footnotes:**

**[1]** *Davis vs. Elmira Savings*, 161 U.S. 275, at 283 (1896).

The factual setting giving rise to *Davis* was a Bankruptcy proceeding. In the many quotations from the United States Supreme Court and other judicial forums in this Letter, sentences were rearranged and then quoted out of original order for enhanced logical continuity; and in other places I made nominal punctuation and capitalization changes. Therefore, please refer to the original citations before requoting. [return]

**[2]** *Black's Law Dictionary*, under the "Instrumentality Rule" [case cites deleted]. [return]

**[3]** The corporation is the legal owner of all of the property of the bank, real and personal; and within the powers conferred upon it by the charter, and for the purposes for which it was created, can deal with the corporate property as absolutely as a private individual can deal with his own. This is familiar law, and will be found in every work that may be opened in the subject of corporations. A striking exemplification may be seen in the case of *The Queen vs. Armound*, 9 Ad. & Ell. N.S. 806. The question related to the registry of a ship owned by a corporation. Lord Denman observed:

> "It appears to me that the British corporation is, as such, the sole owner of the ship. The individual members to the corporation are no doubt interested in one sense in the property of the corporation, as they may derive individual benefits from its increase, or loss from its decrease; but in no legal sense are the individual members the owners." - *The Bank Tax Cases*, 70 U.S. 573, at 584 (1865). [return]

**[4]** "The interest of the shareholder entitles him to participate in the net profits earned by the bank in the employment of its capital, during the existence of its charter, in proportion to the number of his shares; and, upon its dissolution or termination, to his proportion of the property that may remain of the corporation after the payment of its debts." - *The Bank Tax Cases*, id., at 584. [return]

**[5]** Not that Father is throwing us all into a *lake of fire and brimstone* to scorch us thoroughly (Heathens really get a good kick out of that foolish idea of being roasted in a scorcher by a revengeful god for a few little impish smatterings); but the Last Day Judgement will actually be the *worse imaginable* because of knowledge we will then possess of the magnitude of the lost benefits involved, and how stupid it was to lose it down here over some interesting feminine

musculature, and other inappropriate adventurism into peripheral areas that are defined as being illicit by First Estate Covenants, but are not really illicit practically due to the omission of damages. The *Lake of Fire and Brimstone* analogy that the Prophets of old were referring to is their characterization of this state of mental anguish. [return]

**[6]** The *New and Everlasting Covenant* has been of particular interest with all of our Patriarchs and Prophets of old, right back down the line, clear back to Adam:

> Question: What is this *New and Everlasting Covenant*?
>
> Answer: Without referring to anyone's commentary or explanation, the name of this particular Celestial Covenant reveals a slice of history by itself, as the words *new and everlasting* possibly imply that other Covenants exist that might be just the opposite: *old and temporary*. Are there in fact such Covenants floating around? Yes, there are, but they are invisible; Father extracted them out of us in the First Estate before we came down here, and by their nature those temporary First Estate Covenants were designed to be replaced with *New and Everlasting Covenants*, Covenants that would never again be replaced, Covenants that are *everlasting*. The anonymous author who once wrote a Letter now known as *Hebrews* in the New Testament, once had a few words to say about *old* Covenants and *new* Covenants, average Covenants and better Covenants, *First* Covenants and *Second* Covenants:
>
> > "... now he hath obtained a more excellent ministry, by how much also he is the mediator of a better Covenant, which was established upon better promises. For if that *First covenant had been faultless, then should no place have been sought for the Second* [Covenant]. For finding fault with them, he saith, `Behold, the days come,' saith the Lord, `when I will make a *new* Covenant with the House of Israel, and with the House of Judah.' ... In that he saith, `A *New* Covenant,' he hath made the first old. Now that which decayeth and waxeth old is ready to varnish away." -*Hebrews* 8:6, et seq.

The next chapter in *Hebrews* talks about the *Holy of Holies*, Temples, the *Ark of the Covenant*, and First and Second Covenants, which is advanced material I will talk about in another Letter. I do not know who wrote this *Letter to the Hebrews*; within its content the text contains little information about either its author, its original

readers and their circumstances, its date, its overt purpose, or its theological background. *Hebrews* commences immediately by laying on the heavy stuff, while the greetings appear at the end. Even its literary form is somewhat mysterious in the sense that by probing into dimensionally deep Christian doctrines, the left the other Commentators behind him biting the dust; words and phrases appearing in *Hebrews* appear nowhere else [for example, the phrase *Jesus, the Mediator of the New Covenant* -- (see 12:24, 9:15, and 8:6) -- does not appear anywhere else in either the Old or New Testaments]. Martin Luther once made the suggestion that Apollos of Alexandria was the writer [*Apollos* is described in *Acts* 18:24-28 as being a caliber of a fellow who would and could write *Hebrews*]. Suffice it to say that the doctrinal ideas and ecclesiastical commentary presented in *Hebrews* will feel very comfortable to folks today after they have first been steeped in the *Doctrines of the New Covenant* for a while, as both originated from the same Source (the significance of *Hebrews* will be appreciated once you have an enlarged basis of factual knowledge on the successive organic nature of Covenants serving their purpose and then replacing previous Covenants, and in turn being replaced by still other Covenants). While calling itself a *Word of Exhortation* [13:22], the *Letter to the Hebrews* contains some of the most eloquent writings and sermons in the New Testament, and whoever its author was, had to be a gifted Christian thinker who probed into the deeper doctrines of Christianity where few others did. I will have more to say about *Hebrews* in some other Letter.

-- I said that this *New and Everlasting Covenant* has been a source of interest to all of the great Patriarchs back down the line -- and I meant what I said -- so here are the citations:

- "... and I will look upon it, that I may remember the *Everlasting Covenant* between God and every living creature..." - *Genesis* 6:18
- "... I will establish my Covenant between me and thee and thy Seed [*seed* meaning offspring] after thee in their generation for an *Everlasting Covenant*, to be a God upon thee, and to thy Seed after thee." - *Genesis* 17:7
- "... my Covenant shall be in your flesh for an *Everlasting Covenant*." - *Genesis* 17:13
- "And God said `Sarah, thy wife, shall bear thee a son indeed; and thou shalt call his name Isaac: And I will establish my Covenant with him for an *Everlasting Covenant*, and with his Seed after him." - *Genesis* 17:19
- "Every Sabbath he shall set it in order before the Lord continually, being taken from the children of Israel by an *Everlasting Covenant*." - *Leviticus* 24:8

- "And he shall have it, and his Seed after him, even the Covenant of an *Everlasting Priesthood*..." - *Numbers* 25:13
- "Although my house be not so with God, yet he hath made with me an *Everlasting Covenant*, ordered in all things, and sure: For this is all my Salvation, and all my desire..." - *II Samuel* 23:5
- "He is the Lord our God; His Judgements are in all the Earth; be mindful always of His Covenant; the word which He commanded to a thousand generations; even of the Covenant He made with Abraham, and of his Oath unto Isaac; and hath confirmed the same to Jacob for a Law, and to Israel for an *Everlasting Covenant...*" - *I Chronicles* 16:14 et seq.
- "He is the Lord our God; His Judgments are in all the Earth; He hath remembered His Covenant for ever; the word which He commanded to a thousand generations; which Covenant He made with Abraham, and his Oath unto Isaac; and confirmed the same to Jacob for a Law, and to Israel for an *Everlasting Covenant...*" - *Psalm* 105:7 et seq.
- "... the Earth is also defiled under the inhabitants thereof; because they have transgressed the Laws, changed the Ordinance, broken the *Everlasting Covenant*." - *Isaiah* 55:3
- "... everlasting joy shall be unto them.. and I will direct their work in Truth, and I will make an *Everlasting Covenant* with them." - *Isaiah* 61:8 et seq.
- "... and I will make an *Everlasting Covenant* with them..." - *Jeremiah* 32:40
- "... nevertheless, I will remember my Covenant with thee in the days of thy youth, and I will establish unto thee an *Everlasting Covenant*." - *Ezekiel* 16:60
- "Moreover, I will make a Covenant of peace with them; it shall be an *Everlasting Covenant* with them; and I will place them, and multiply them..." - *Ezekiel* 37:26
- "... now the God of peace... that great shepard of the sheep, through the blood of the *Everlasting Covenant*." - *Hebrews* 13:20
- "For they have strayed from mine ordinances, and have broken mine *Everlasting Covenant*..." - *Doctrine and Covenants* 1:15
- "Wherefore, I, the Lord... gave commandments to others, that they should proclaim these things unto the world... that mine *Everlasting Covenant* might be established." - *Doctrine and Covenants* 1:17 et seq.
- "Behold, I say unto you that all old Covenants have I caused to be done away with in this things; and this is a *New and Everlasting Covenant*, even that which was from the beginning." - *Doctrine & Covenants* 22:1

- "Wherefore I say unto you that I have sent unto you mine *Everlasting Covenant*, even that which was from the beginning." - *Everlasting Covenant* 49:9
- "Verily I say unto you, blessed are you for receiving mine *Everlasting Covenant*... sent forth unto the children of men, that they might have life and be made partakers of the glories which are to be revealed in the last days, as it was written by the Prophets and Apostles in days of old." - *Doctrine & Covenants* 66:2
- "... in the telestial world... [there will be goofs;]... these are they who say they are some of one and some of another -- some of Christ and some of John, and some of Moses, and some of Elias, and some of Esaisis, and some of Isaiah, and some of Enoch [by being of Moses, of John, of Jack, of Pete, of Harry, of Bob, of Ted -- they are spiritually disorganized in that they are *of* anyone except the right One]; but received not the Gospel, neither the testimony of Jesus, neither the Prophets ["... it's all the same God --I just don't need me none of that Contract stuff"], neither the *Everlasting Covenant*." - *Doctrine & Covenants* 76:98 et seq.
- "Wherefore, a commandment I give unto you, to prepare and organize yourselves by a bond or *Everlasting Covenant* that cannot be broken." - *Doctrine & Covenants* 78:11
- "He that is appointed to be president, or teacher,... let him offer himself in prayer upon his knees before God, in token or remembrance of the *Everlasting Covenant*." - *Doctrine & Covenants* 88:128 et seq.
- "I salute you in the name of the Lord Jesus Christ, in token or remembrance of the *Everlasting Covenant*, in which Covenant I receive you to fellowship, in a determination that is fixed, immovable, and unchangeable, to be your friend and brother through the grace of God in the bonds of love, to wait in all the commandments of God blameless, in thanksgiving, forever and ever." - *Doctrine & Covenants* 88:133
- "When men are called unto mine Everlasting Gospel, and Covenant with an *Everlasting Covenant*, they are accounted as the salt of the Earth and the savor of men..." - *Doctrine & Covenants* 101:39
- "For behold, I reveal unto you a *New and Everlasting Covenant*, it was instituted for the fullness of my Glory, and he that receiveth a fullness thereof must and shall abide the Law, or he shall be damned, saith the Lord God. [Yes, those are pretty strong consequences; but where there are high powered benefits, there will always be found correlative high powered consequences]." - *Doctrine & Covenants* 132:6
- "... verily I say unto you, if a man marry a wife by my word, which is my Law, and by the *New and Everlasting Covenant*... ye

shall inherit thrones, kingdoms, principalities, and powers dominions, all heights and depths... they shall pass by the angels, and the gods, which are set there, to the exaltation and Glory in all things... and the angels are subject unto them." - *Doctrine & Covenants* 132:19 [return]

**[7]** "The object of our earthly existence is that we may have a fullness of joy, and that we may become the sons and daughters of God, in the fullest sense of the word, being heirs of God and joint heirs with Jesus Christ, to be kings and priests unto God, to inherit glory, dominion, exaltation, thrones, and every power and attribute developed and possessed by our Heavenly Father. This is the object of our being on this Earth. In order to obtain unto this exalted position, it is necessary that we go through this mortal experience, or probation, by which we may prove ourselves worthy, through the aid of our elder brother Jesus." - Joseph F. Smith, in a Funeral Service delivered over the daughter of Daniel H. Wells, on April 11, 1878; 19 *Journal of Discourses* 258, at 259 [London (1878)]. [return]

**[8]** "A charter is certainly in form and substance a contract; it is a grant of powers, rights, and privileges; ... A charter to a bank... is certainly a contract, founded on valuable consideration." - Joseph Story, in III *Commentaries on the Constitution*, at page 258 (Cambridge, Massachusetts, 1833).

This Joseph Story, who I will be quoting from throughout this Letter, was born in Marblehead, Massachusetts in September of 1779. He entered Harvard College and graduated in 1798. When leaving Cambridge, he immediately entered into the study of Law in the office of Mr. Samuel Sewall, then an advocate at the Essex bar. In 1801, Joseph Story was admitted to the Massachusetts bar. He was elected to the Massachusetts Commonwealth Legislature in 1805, and was then elected to the Congress in 1808, and was soon Speaker of the House of Representatives. In 1810 he argued the great Georgia case *Fletcher vs. Peck*, which involved contracts, before the Supreme Court. He edited a book called *Chitty on Bills of Exchange and Promissory Notes*, and others. On November 18, 1811, Joseph Story was commissioned to be an Associate Justice of the United States Supreme Court to fill the vacancy left by Mr. Justice Cushing. He was then 32 years of age, the youngest man ever to be called to such a position in either England or America, except for Justice Buller. While on the Supreme Court, Joseph Story wrestled down questions on Admiralty and Maritime regarding the rights and duties of ship owners, insurance companies, and mariners. He was a major architect of, and wrote extensively about, Patents and their role in English history [see *the Influence of Mr. Justice Story on American Patent Law* by Frank Prager in 5 American Journal of Legal History, at

254 (January, 1961)]. He created a doctrine to settle frictional disputes between the Federal-State layers of Government, called the *Comity Doctrine*, which is still quoted by the Supreme Court down to the present day [see *Joseph Story's Contribution to American Conflicts Law: a Comment* by Kurt Naddleman in 5 American Journal of Legal History, at 230 (January, 1961)]. And he also dealt with the banditry of *Prize Jurisdiction*, which was still in vogue. Back at a time when banking in the United States was operating under a *laissez-faire* relational status to Government, Joseph Story wrote that banking affects a public interest [very significant words], and that banking involves that most ancient prerogative of national Sovereignty, *the Money Power*, which our Framers never restrained or abated in the Charter they created for our King. [See *Justice Story and the American Law of Banking* by Gerald Dunne, in 5 American Journal of Legal History, at 205 (January, 1961)]; and this is a dominant theme in American Jurisprudence remaining in effect down to the present day with George Mercier enlarging on what Joseph Story started. While studying his *Commentaries on the Constitution*, I have been able to uncover only a few of Justice Story's opinions and legal statements that were later reversed or otherwise toned down in subsequent Federal rulings, and none of the reversals were really on-point factual settings. Down to the present day in 1985, many of Joseph Story's statements of Law that he applied to the hypothetical factual scenarios which he created in 1833 for His *Commentaries* were actually made with great foresight, as they would later be coming to pass long after he returned Home in 1845. [For detailed biographies on all of the early Supreme Court Justices, See the *Supreme Court of the United States* by Hampton Carson [John Huber Company, Philadelphia (1891)]; and also worthwhile is Morgan David's *Justice Joseph Story: a Study of the Legal Philosophy of a Jeffersonian Judge* in 18 Vanderbuilt Law Review, at 643 (March, 1965). [return]

**[9]** Exemplary perhaps would be two *Exclusionary Rule* based cases from the Supreme Court: - *United States vs. Miller*, 425 U.S. 435 (1976). A criminally accused person made a pre-Trial Motion to Suppress of copies of checks and other bank records which federal agents had gotten a hold of. *HELD*: That the Motion to Suppress was properly denied since the accused person possessed no Fourth Amendment interest that could be vindicated by a challenge to the bank accounts; and any infirmities or deficiencies in the bank account record acquisition process, by way of a defective Subpoena or Search Warrant, were irrelevant arguments since Subpoenas and Search Warrants were unnecessary document acquisition tools to begin with; those bank account records are the property of the Government, and they are available to the Government under administrative devices (meaning an investigator's phone call or letter inquiry); and - *United States vs.*

*Payner*, 447 U.S. 727 (1979). A criminal defendant had been charged with falsifying his income tax return by denying that he held a foreign bank account. Federal agents in Florida had broken into an apartment and then surreptitiously copied bank records that a bank manager from the Bahamas had brought with him on a trip, under circumstances that you or I would be incarcerated for. Later on, detective work back at the office uncovered the fact that the poor defendant did indeed maintain foreign bank accounts, so the Government then threw a criminal prosecution at the fellow caught in the act of defilement. Since the Government had violated the Constitutional rights of a third party [the bank manager from the Bahamas], and not the criminally accused, the Fourth Amendment offered no protection to the Defendant, since the Defendant had no rights violated.

State in other words, perhaps more explicitly, emphasizing the consequences of maintaining bank account records: When Government obtains your bank account records, regardless of how, through whom, when, or under any circumstances, then arguing Fourth Amendment rights defensively will likely not produce any sympathy from Federal Appellate Forums. [return]

**[10]** Paraphrased from *United States vs. Payner*, id., at 731. [return]

**[11]** "... no interest legitimately protected by the Fourth Amendment is implicated by governmental investigative activities unless there is an intrusion into a zone of privacy, into `the security a man relies upon when he places himself or his property within a constitutionally protected area.'" - *Hoffa vs. United States*, 385 U.S. 293, at 301 (1966). [return]

**[12]** "Respondent [bank account holder] urges that he has a Fourth Amendment interest in the records kept by banks because they are merely copies of personal records that were made available to the banks for a limited purpose and in which he has a reasonable expectation of privacy... Even if we direct our attention to the original checks and deposit slips [that the bank account holder kept in his home], rather than to the microfilm copies actually viewed and obtained by means of a subpoena, we perceive no legitimate `expectation of privacy' in their contents. The checks are not confidential communications but negotiable instruments to be used in commercial transactions. The lack of *any* legitimate expectation of privacy concerning the information kept in bank records was assumed by Congress in enacting the *Bank Secrecy Act*, the express purpose of which is to require records to be maintained because they `*have a high degree of usefulness in criminal, tax, and regulatory investigations and proceedings*' [12 U.S.C. 1829b(a)(1)]." - *United States vs. Miller*,

425 U.S. 435, at 442 (1976)

The *italics* were added here to underscore the extreme significance of those statements; the Law in this *Fourth Amendment/bank account* area is well settled: *Commercial* contracts are in effect, and challenging it is improvident. Notice how the Congress is playing cutesy by calling a sequential family of statutes the *Bank Secrecy Act*, freely conveying the initially impressive image that these statutes protect or otherwise enhance the public's secrecy in banking accounts and related records -- but in reality the *Bank Secrecy Act* is a high-powered statutory device, as the Supreme Court here exemplifies, to promote the usefulness of those bank records in criminal prosecutions that the Government will one day be throwing at you. Among other things, this Act empowers the Secretary of the Treasury to adopt broad regulations compelling banks to record their customer's transactions and requiring that the banks, as well as private persons using banking services, also report a broad range of financial transactions *to the government* [now where is the "Secrecy"?] Pursuant to this grant of statutory jurisdiction, the Treasury Secretary then turned around and created his own multiplying slice of *lex* by administrative promulgations directing that each bank report each and every single deposit, withdrawal, and transfer that took place in domestic transactions of $10,000 or more [see 31 *Code of Federal Regulations* Section 103.22]. [return]

**[13]** Banking records seized from residences merely contain the same information that other documents located in public places contain; and so although those seized records are "private papers," all the Government has to do is go down to the bank [now that they know which bank to go to, and which account to sift through], obtain duplicate copies of banking records, and then throw those copies that were obtained directly from banks at Defendants:

> "On their face, the documents [bank accounts] subpoenaed here are not respondent's `private papers.' Unlike claimant in *Boyd vs. United States* [116 U.S. 616 (1886)], respondent [bank account holder] can assert neither ownership nor possession. Instead, these are the business records of banks." - *United States vs. Miller*, 425 U.S. 435, at 440 (1976). [return]

**[14]** As I mentioned in the Armen Condo Letter, Federal Judges have been asked not to let the "cat out of the bag" by discussion the special and very quiet relationship between bank accounts and Income Tax statute liability (although bank accounts are not exclusive Equity Jurisdiction attachment instruments, they are air-tight instruments of

*Conclusive Evidence* whenever the King has a burden of proving the defendant's entrance into Interstate Commerce). [return]

**[15]** "The depositor takes the risk, in revealing his affairs to another, that the information will be conveyed by that person to the Government... This Court has held repeatedly that the Fourth Amendment does not prohibit the obtaining of information revealed to a third party and conveyed by [the third party] to Government authorities, even if the information is revealed on the assumption that it will be used only for a limited purpose and the confidence placed in the third party will not be betrayed." - *United States vs. Miller*, 425 U.S. 435, at 443 (1976).

If you don't know what contract I am referring to that gives the King the right to simply reclaim his own property, then ask a bank for a copy of their bank rules that all depositors and borrowers have agreed to be bound by. Under normal circumstances, banks are reluctant to give depositors copies of Bank Rules those depositors have agreed to be bound by. Sounds irrational, doesn't it? Withholding the terms of contracts those depositors have just taken upon themselves criminal compliance liability for? Yet, numerous attempts by people associated with me have attempted to obtain a copy of these Bank Rules, and all attempts resulted in the banking officer clamming up tight, deflecting attention over to the "irregular and unusual" nature of the request, and then telling the requesting person to go See *Mr. so and so* at the Federal Reserve Board, who in turn also clammed up tight. So much for domestic American bank accounts. [return]

**[16]** *Burrows vs. Superior Court*, 13 Cal 3rd 238, at 247 (1974). [return]

**[17]** 321 U.S. 233, at 252 (1943). [return]

**[18]** 439 U.S. 308 (1978). [return]

**[19]** Gremlins have had a few words to say about the utterly heinous issuance of paper currency:

> "Of all the contrivances for cheating the laboring classes of mankind, none is so effectual as that which deludes them with paper money. It is the most perfect expedient ever invented for fertilizing the rich man's fields by the sweat of the poor man's brow. Ordinary tyranny, oppression, excessive taxation, these bear lightly on the happiness of the community compared with fraudulent currencies and the robberies committed by depreciated paper. Our own history has recorded enough, and more than enough, of the demoralizing

> tendency, the injustice and intolerable oppression on the virtuous and well disposed, of a degraded paper currency, authorized by law, or in any way countenanced by Government."

-Gremlin Nelson W. Aldrich, United States Senator, at a New York City dinner speech on October 15, 1913 (two months before his pet Federal Reserve System was passed by the Congress to create the very conditions he fraudulently represented to oppose, in *IV Proceedings of the Academy of Political Science #1*, at 38 [Columbia University, New York (1914)]. [return]

**[20]** When the United States Congress removed the last remaining attachment of paper Federal Reserve notes to gold reserve requirements in 1968 --the Gremlins were there. From out of his nest on the 17th Floor of the Chase Manhattan Bank descended one David Rockefeller on Congress, taking his jet and making his attack sortie on Washington with Gremlin enscrewment in mind --whose very appearance itself at a Committee Hearing was designed to make an important Statement: That we Gremlins now hold the upper hand in the United States, and our grand plans for monetary enscrewment will no longer be restrained on account of some lingering silly little anachronistic gold ratio requirements left over from another era. This is the modern age with computers, Congress, and you just don't need to concern yourself none with that old medieval stuff. See the "Statement of David Rockefeller" in the *Gold Cover Hearings* ["Hearings Before the Committee on Banking and Commerce of the United States Senate"], at page 141, 90th Congress, Second Session ["Repeal of Gold Reserve Requirement"] (January, 1968)]. [return]

**[21]** The Legal Tender Acts, enacted during the Civil War, were billed as a war measure:

> "... to handle the vast amount of means necessary for the prosecution of this war, to enable the people to pay in and the Government to pay out, we must have a larger and more abundant currency that we have heretofore found to be necessary. The accustomed currency is wholly inadequate. The Government has for many years used only gold and silver for this purpose... The business of the Government and the business of the country require some substitute for coin. We must therefore create a new [paper]... currency. We must therefore create a public debt, establish a currency, and impose new taxes." - Speech by Representative John Crisfield of Maryland, favoring enactment of the Legal Tender Statutes [*Congressional Globe*, 37th Congress, 2nd Session, Appendix, page 43 et seq. (February 5, 1862)]. [return]

**[22]**
- *United States vs. Wong Kim Ark*, 169 U.S. 649, at 645 (1897);
- *Veazie Bank vs. Fenno*, 75 U.S. 533 (1869);
- *Locke vs. New Orleans*, 71 U.S. 172 (1866); etc. [return]

**[23]** *Gilman vs. Philadelphia*, 70 U.S. 713, at 725 (1865). [return]

**[24]** I call this a "landmark" case because it was later cited by the Supreme Court of the United States in the *Legal Tender Cases*, 79 U.S. 457, at 548 (1871). [return]

**[25]** *Case of Mixed Money*, Sir John Davies Reporter, at page 48 (1604). [return]

**[26]** Yes, the Congress can do whatever it feels like with issuing currency, as an attribute of its sovereignty:

> "Congress, as the legislature of a sovereign nation, being expressly empowered by the constitution to lay and collect taxes, pay the debts, and provide for a common defense... [and also] to charter national banks, and to provide a national currency for the whole people in the form of coin, treasury notes, and national bank bills, and [also has] the power to make the notes of the Government a legal tender in payment of private debts being one of the powers belonging to sovereignty in other civilized nations, and not expressly withheld from Congress by the Constitution..." - *Julliard vs. Greenman*, 110 U.S. 421, at 466 (1884). [return]

**[27]** Earlier, I mentioned that Contracts we enter into now down here with Heavenly Father overrule and supersede our First Estate Contracts, and that the First Estate Contracts then fade away in significance. The Principle of Law that this is based on is called by business lawyers in Commerce as the *Merger Doctrine*, contracts that we enter into today overrule and extinguish contracts entered into in a previous era; in other words, the most recent contract absorbs previous contracts. The application of this *Merger Doctrine* is found in many settings. For example, in real estate transactions, just as the old prior oral negotiations between a Seller and a Purchaser are washed out by the Deed [23 *Am Jur* Deeds Section 261], so too do oral precontract negotiations lose their identity and existence as those negotiations later unite in the confluence of the written contract [*Price vs. Block*, 124 F.2nd 738]. This *Merger Doctrine* is a correct Principle of Nature I touched on in the Armen Condo Letter [that Commercial contracts we enter into today with the King overrule the restrainments resident in the Constitution of 1787], and this Principle now operates, and has operated, in all factual settings. The

Merger Doctrine recognizes that there are different levels of importance or priorities in *Nature*, and what is done in the past is always of less significance than what is done in the present (which is simply reason, logic and *common sense*); so lesser important contracts from out of the past, together with their lingering oral expectations and the like, fade away in significance as they are *merged* into contracts of greater importance:

> "Whenever a greater Estate and a less [Estate] coincide and meet in one and the same person, without any intermediate estate, the less is immediately annihilated; or, in the law phrase, is said to be merged, that is, sunk or drowned in the greater." -2 *Blackstone Commentaries* 177.

When corporations are said to *merge*, what actually happens is that the two independent corporations lose their existence altogether as separate entities having separate assets, liabilities, franchises, legal rights, and powers; and are totally absorbed into the new single corporation [see *Morris vs. Investment Life Insurance*, 272 N.E.2nd 105, at 108].

And since *Nature*, so called, merely replicates the mind, will and intention of its great Creator, the Principle of Nature that lawyers practicing Commercial Law call the *Merger Doctrine*, also applies to have our great contemporary Celestial Contracts with Father overrule and wash out our lessor previous existence First Estate Contracts. Yes, when you know the Law in one setting, you know the Law in all settings, as nothing changes from one factual setting to the next. [return]

**[28]** When words have several different meanings, the word is said to be an *Entente*. In Law, the word *Currency* is such an *Entente*. Over a period of time, words change meaning as new factual circumstances surface to alter the use or perspective of something:

> "The meaning of words changes. It is curious to note how many words wholly lose their original or etymological meaning, and from usage and change of circumstances acquire sometimes an opposite and often a different meaning... The common legal word *indorse*, from the Latin *in*, upon, and *Dorsum*, the back. It used to be applied literally and strictly to a writing upon the *back* of a paper. It is now well settled that a good instrument may be made on the *face* of a bill or note." - *Pilmer vs. State Bank*, 16 Iowa Reporter 321, at 329 (1864).

And on one hand, speaking like an economist, *Currency* has been defined to be:

> "Currency is capital seeking investment. While invested, it takes the form of money, or of promises to deliver money on demand, but so soon as it is invested, it loses its character of currency, and assumes that of stocks, houses, or commodities." - Hugh Carey in *Answer to the Currency Question*, at page 6 [Lea & Blanchard, Philadelphia (1840); *Rare Book Collection*, University of Rochester, Seward Collection #410].

Before the Civil War there were actually few United States Treasury Notes floating around the Countryside, as Currency at that time, because the King's *Legal Tender Acts* had not yet been enacted, and the King had not yet decided that the time had come to pull another grab and enact penal statutes to create a national exclusive monopoly on currency instruments for himself. Privately minted coins, bank notes, and mining company script, and the like, then constituted the nation's currency. With that in mind, the Illinois Supreme Court once defined *currency* as:

> "By the term currency is understood bank bills, or other paper money issued by authority, which pass as and for coin... In the case of *Judah vs. Hains* [19 J.R. 144], the Court decided that a note, payable in bank notes current in the City of New York, was a valid note. The Court said they will take notice that notes current in the City of New York are of cash value throughout the State, and are distinguished by those words from other bank notes, which are received at a discount, and hence it is immaterial whether the notes of banks of other States might be tendered in payment, provided they are current in the City of New York; in that case they are considered cash, equally with the current bills of this State.
>
> "From those authorities, it would seem that current bills, or currency, are of the value of cash, and exclude the idea of depreciated money. If, then, currency is taken as and for coin, it follows that such is its value..." - *Richard Swift vs. James Whitney*, 20 Illinois 144, at 146 (1840).

The Supreme Court of Iowa once wrestled with a definition of *currency*:

> "Currency is bank bills or other paper money which passes as a circulating medium in the business community as, and for, the constitutional coin of the country. The term `current funds' means currency money, par funds, or money circulating without any discount..."
>
> "The word *currency* is, as we have seen, far from having a

> settled, fixed and precise meaning. And even if it had such a meaning in general, it might acquire in certain localities, or among certain classes, a different signification." - *Pilmer vs. State Bank*, 16 Iowa Reporter 321, at 328 (1864).

And in more recent times, the King, having sealed up with his gun barrel muscle tactics a national monopoly on circulating currency instruments, an Appellate Court in Illinois now changed the meaning of *currency* once again:

> "Currency has been defined as funds or money circulating in the business community without any discount, excluding the idea of depreciated paper money." - *Jake less vs. S. Alport*, 217 Illinois Appellate 14, at 17 (1920).

Here in the 1980's, the editors of *Black's Law Dictionary*, functioning as the Government Billboards in the sense that the focus point of everything is always juristic: Some slice of *Lex* over here, or some Case over there. Continuing on with their Government center of gravity on everything the way they do, *Black's* defines *currency* as only to include those coins, banknotes, and paper money that the King has officially recognized in his Legal Tender *lex* [as if either we or our Fathers in the 1800's really needed the King]:

> "*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. See... *Legal Tender* [no cases are cited]." - *Black's Law Dictionary*, 5th Edition.

When those cases from the 1800's stated that *Currency* meant Notes [and *Notes* are promises to pay] that are exchanged *at par*, what they mean is that those paper Notes carry an immediate or *current* maturity date. To redeem a *note at par* meant to receive 100% exchange for the Face Value that was stated on the Note; if the Note stated the Face Value of 10 Gold Eagles, then if the Note was redeemed *at par* 10 Gold Eagles would then be yours; if redeemed at 90% of par, then 9 Gold Eagles would be yours. Therefore, when the Maturity Date was current (immediate), the Note could be exchanged for gold or silver *at par*, if in fact you wanted the coin instead of the Note. If the Note was exchangeable for hard coin say, one or five years out in the future, then such a Note was not *current*, and would only be exchanged for coin at below par (the percentage differential between the par and the sub-par negotiated was the interest carrying cost the new Note holder had to bear while he sat and waited for the Maturity Date to arrive). But today, *Black's* has done away with all of this, we have Legal Tender statutes now in the modern era, and you just don't need to concern yourself with none of that privately minted stuff. [return]

**[29]** The King modeled his bank after the *Bank of Amsterdam*. Before the Bank of England was established, English mercantile writers such as Sir Josiah Childe and Thomas Yaranton placed the Crown on notice that "... the Amsterdam bank was of so immense advantage to them..." because Dutch Government Debt Instruments "... go in Trade equal with Ready Money, yea, better in many parts of the World than Money." [quoted by Dickerson in *The Financial Revolution in England: a Study in the Development of Public Credit*, 1688-1756, at page 5 (MacMillian Company, London, 1967)]. The Bank of Amsterdam had begun as a Warehouse for the safe storage of gold and silver belonging largely to Merchants. A Merchant would deposit his precious metal for safekeeping, with a receipt given in return; and the banker charged a fee for the safekeeping. But soon a few Merchants wanted the receipts to be divisible, because they wanted to negotiate just the receipt itself, without having to bother making arrangements to physically arrange an exchange of the gold or silver. While the Merchants were looking at ways to save time here and there, the bankers themselves were developing a few ideas of their own; the bankers noticed that only some small percentage of the gold and silver actually came and went in and out the doors, so they started to loan out gold that was not theirs. Now this was getting interesting --charging both for the storage and also collecting interest on the property of others; and its allure attracted the attention of a Gremlin, Mr. John Law, who used this concept as a basis for developing a Government monetary theory similar to what Gremlin John Maynard Keynes would be writing about two centuries later:

> "This theory [of John Law's] was that the economic system of that day was being starved because of insufficient supplies of money. And using the Bank of Amsterdam as a model, he had a scheme for producing all the money a nation needed." - John Flynn in *Men of Wealth*, at 51 [Simon and Schuster, New York (1941)].

For nearly two decades, John Law shopped his theories around European Juristic Institutions, with his plans falling on death ears, but one day a window opened for his intrigues to be used. After King Louis the 14th of France had depleted his Treasury funds in 1716, he turned to John Law who he had previously rebuffed. John Law established the *Banque Generale* with himself at the top; soon it was named the *Royal Bank* with a monopoly charter granted on the issuance of money -- and John Law issued bales of paper money, and so, not surprisingly, prosperity was rampant:

> "It is not to be wondered that for a few brief months Paris hailed the magician who had produced all these rabbits from his hat. Crowds followed his carriage. People struggled to

> get a glimpse of him. The nobles of France hung around his anteroom, begging a word from him." - *Men of Wealth*, id., at 75.

John Law followed the Gremlin script for enscrewment right down the line; all gold and silver was accumulated in the hands of his *Royal Bank*; public ownership of gold was outlawed; devaluations transpired; inflation mounted and illiquidity was in the air as debt instruments began to be difficult to service. John Law fled France in 1720, with the mobs who had once hailed him for being a financial genius now calling for his head. If this economic scenario sounds at all familiar to you, it should, because Gremlins find it unnecessary to change, alter, modify, or rearrange Their *Modus Operandi* with the passage of time, as they go about their work running one civilization into the ground after another:

> "As a *New Dealer* [John Law] was not greatly different in one respect from the apostles of the mercantilist school -- the Colberts, the Roosevelts, the Daladiers, the Hitlers and Mussolinis... who sought to create income and work by state-fostered public works and who labored to check the flow of gold away from their borders. He introduced something new, however, that the Hitlers, the Mussolinis, the Roosevelts, the Daladiers and the Chamberlains have imitated -- the creation of funds for these purposes through the instrumentalities of the modern bank. Law is the precursor of the inflationist redeemers." - *Men of Wealth*, id.

So the Bank of England was modeled after the Bank of Amsterdam which had been created early in the 1600's, and the Dutch bank in turn had been modeled after the Bank of Venice [as reported by Charles Wilson in *The Dutch Republic and the Civilization of the Seventeenth Century*, at page 25; McGraw Hill, New York (1968)]. The Bank of England became so successful at selling Government debt instruments that it soon became the prototype for public banks where looters in other nations sought similar objectives of grabbing more money for themselves without having to ask their subjects for it. Under the direction of a series of astute financial moves, England's new Bank quickly created investor confidence in Government funded debt instruments, enabling the Crown to borrow large sums of money at steadily declining rates of interest, rather than go through the nuisance and irritation of raising taxes dramatically. Writing in *The Spectator*, Joseph Addison once compared Government credit loans to:

> "... a beautiful Virgin seated upon a throne of Gold possess'd of the powers of a Croesus to convert whatever she pleas'd into that precious Metal [*Croesus* was a King of Lydia

in the 6th Century, B.C., and possessed vast wealth; hence *Croesus* means any fabulously wealthy man.]" - quoted by Dickerson in *The Financial Revolution in England: a Study in the Development of Public Credit*, 1688-1756, inside the front page [MacMillian Company, London, 1967)]. [return]

**[30]** "The history of the law of money evidences a constant struggle between the customs of trade and the doctrine of freedom of contract, on the one hand, and on the other, the exercise of the political power for the needs of Government or the relief of private debtors [meaning banking Gremlins]." - Phanor J. Eder, writing in "Legal Theories of Money," 20 *Cornell Law Quarterly* 52, at 53 (1934). [return]

**[31]** There is some value in turning around and looking back at the past to uncover the movements of men in other ages, because once their behavior in that setting is known, then the real meaning of the movements of men today are exposed:

> "If we consider the shortness of human life, and our limited knowledge, even of what passes in our own time, we must be sensible that we should be forever children in understanding, were it not for this invention, which extends our experience to all past ages, and to the most distant nations; making them contribute as much to our improvement in wisdom, as they had actually laid under our observation. A man acquainted with history may, in some respect, be said to have lived from the beginning of the world, and to have been making continual additions to his stock of knowledge in every country." - David Hume in *Philosophical Works* ["Of the Study of History"], at page 390; [Longmans Green, London (1898); Greene and Grosse, Editors].

But Anglo-Saxon Kings are not the only looters to play this game. For a discussion of Monetary Debasement being pulled off in B.C. times, see the writings of Phanor J. Eder in *The Gold Clause Cases in Light of History*, 23 Georgetown Law Journal 369, at page 722 (Part II) (1935). [return]

**[32]** The Queen died shortly after making this promise to her subjects, but her successor honored her commitment. See Simon, *Historical Account of Irish Coins*, at page 38 (1749). [return]

**[33]** For additional Commentary on the use of debased currency against the Irish rebels, see generally, John Hannigan, *The Monetary and Legal Tender Acts of 1933-34 and the Law*, 14 Boston University Law Review 485, at 504 (1934). [return]

**[34]** "Once the Convention was under way, proposals that the Federal

Government be given the power to coin money and fix its value and that both the Federal and State Governments be vested with authority to emit bills of credit triggered heated debate over the appropriate limits of governmental monetary power." - Getman, *The Right to Use Gold Clauses in Contracts*, XLII Brooklyn Law Review 479, at 489 (1976). See generally, Max Farrand, Editor, *The Records of the Federal Convention of 1787* [Yale University Press (1937)], 4 volumes. So what we are left with today is the milktoast of Article I, Section 10. [return]

**[35]** *The Legal Tender Cases*, 79 U.S. 457, at 548 (1871). [return]

**[36]** Professors Peacock and Wiseman correctly point out that a Government's call for a spirit of sacrifice leads to the general acceptance of a higher tax rate at the end of a major war, rather than at the beginning of the war [see A.T. Peacock and J. Wiseman in *The Growth of Public Expenditures in the United Kingdom* (Princeton University Press, Princeton, 1961);] but as is the caliber of collegiate *intelligentsia*, never is there any discussion of the quiet movements of Gremlins in the shadows directing the administrative operations of their nominees that they had previously planted and placed in political jurisdictions; and so as a result, the true illicit nature of the *lex* designed to create Special Interest benefits and damages not related to legitimate juristic police power operations, remains obscured. The last annulment institution in the United States for illicit *lex*, the Supreme Court, is moving in the right direction generally, but they still need some fine tuning:

> "The requirement of a legitimate public purpose guarantees that the State is exercising its police power, rather than providing a benefit to special interests." - *Energy Reserves vs. Kansas Power*, 459 U.S. 400, at 412 (1983). [return]

**[37]** "But the history of paper money, without any adequate funds pledged to redeem it, and resting merely upon the pledge of national faith, has been in all ages and in all nations the same. It has constantly become more and more depreciated; and in some instances has ceased from this cause to have any circulation whatsoever, whether issued by the irresistible edict of a despot, or the more alluring order of a republican congress." - Joseph Story, III *Commentaries on the Constitution*, at page 225 ["Prohibitions - Paper Money"] (Cambridge, 1833). [return]

**[38]** "... the reader should note especially the `striking parallels to modern times' [in comparison to King Solon in 594 B.C., when he pulled off currency debasement acts by]... military adventures draining treasuries, threats of national bankruptcy, inflations, massive

liquidations of debt, debasement of all coinage, disputes over sovereign prerogatives concerning money..." -Henry Holzer, *Government's Money Monopoly*, page 15 [Books in Focus, New York City (1981)]. [return]

**[39]** Down to the present day, pleas and petitions for a reinstatement of the Gold Standard, of just some type, continuously falls on death ears in Congress [maybe because that is not OUR Congress]. In December of 1981, the House Banking, Finance and Urban Affairs Committee entertained such a petition [see *Grassroots Hearings on the Economy, Part III*, "Petition for Hearings on HR 391 -- Rhode Islanders for a Gold Standard," 97th Congress, First Session, starting at 499 (GPO, 1981)], but the petition was tossed aside and ignored. [return]

**[40]** "A strange fallacy has crept into the reasoning on this subject. It has been supposed, that a corporation is some great, independent thing; and that the power to erect it is a great, substantive, independent power; whereas in truth, a corporation is but a legal capacity, quality, or means to an end; and the power to erect it is, or may be, an implied and incidental power. A corporation is never the end, for which other powers are exercised; but a means, by which other objects are accomplished." - Joseph Story, in *III Commentaries on the Constitution* 131, ["Powers of Congress"] (Cambridge, 1833). [return]

**[41]** *Lake County Estates*, 440 U.S. 391, at 401 (1978). [return]

**[42]** *In Re: Russo*, 53 Federal Rules Decisions 564 (United States District Court, 1971). [return]

**[43]** "The Bill of Rights is the primary source of expressed information as to what is meant by Constitutional liberty. Its safeguards secure the climate which the Law of Freedom needs in order to exist. It is true that they were added to the Constitution to operate solely against Federal power [*Barron vs. Baltimore*, 32 U.S. 243, at 247 (1833)]. But the Fourteenth Amendment was added in 1868 in response for a demand for national protection against abuses of State power. A series of decisions over the last 25 years has held that many rights were indeed extended against the states by that Amendment. It is indeed fair to say that from 1962 to 1969 the very face of the Law changed. Those years witnessed the extension to the States of nine of the specifics of the Bill of Rights, decisions which have profound impact on American life, requiring the deep involvement of State courts in the application of Federal Law." - Justice William Brennan in *Remarks*, 36 Rutgers Law Review 725, at 727 (1984). [return]

Patriots and Tax Protestors can carry on all they want with demanding, and believing, that they posses some Constitutional Rights, and just

like Justice Brennan's *remarks*, there are many high, noble and lofty characterizations of those Rights available -- but those *remarks*, together with the Tax Protestor's demands, are all for naught when one tiny little device surfaces in a grievance: A Commercial Contract. By the end of this Letter the elevated priority in Nature that contracts ascend to in settling grievances should become apparent, whenever they are in effect; a doctrinal concept if unlearned now, Mr. May, will be learned in on uncertain terms before Father at the Last Day.

**[44]** Inflation is a Tort, and can be claimed as such in damage awards. See the Supreme Court in *Jones & Laughlin Steel Corporation vs. Pfifer*, 462 U.S. 523 (1983). And Inflation is also a tax, and is treated as income by the Treasury Department; in the *Annual Report* of the Secretary of the Treasury for 1919, on page 213, there lies the interesting admission that the large federal deficits of 1917 to 1919, totaling then some $23 billion, were financed by money creation, and other devices. [return]

**[45]** "The purpose of the Federal Reserve System is to contribute, to the maximum extent that monetary policy can contribute, to the achievement of sustained high employment, stable values, and a rising standard of living for all Americans." - William McChesney Martin, Chairman of the Federal Reserve Board, in *the Federal Reserve after 50 Years* ["Hearings before the Subcommittee on Domestic Finance"], 88th Congress, 2nd Session, Volume I, page 16 [GPO Washington (January and February, 1964)]. [return]

**[46]** Economists watch Fed monetary statistics quite closely, as if they were national policy tools (which they are). Statistics generally targeted for close observation are those two monetary velocity instruments called M-1 and M-2, as they are indications of the direction of the future percentage advance of the GNP and Inflation. See *the Velocity of Money* by George Garvey and Martin Blyn, [Federal Reserve Bank, New York (1969)]. The true point of origin of all directional changes in the economy necessarily originates with that institution that controls the aggregate issuance of its circulating instruments; at the present time, this is the Fed and its *Open Market Committee*, a fact that the Congress collectively is well aware of but not always acknowledged publicly. See *Conduct of Monetary Policy* in Hearings before the Committee on Banking, Finance and Urban Affairs, House of Representatives, 96th Congress, First Session, Serial Number 96-22 (July, 1979), which discusses the cascading effect of decisions of the *Open Market Committee* on multiple macroeconomic indicia. [return]

**[47]** An *Intelligentsia* clown once hired by Gremlins to do some writing for them wrote a few words to talk about the Gremlin perception of

prosperity:

> "An economic system does not have to be expansive -- that is, constantly increasing its production of wealth -- and it might well be possible for people to be completely happy in a nonexpansive economic system if they were accustomed to it. In the twentieth century, however, the people of our culture have been living under expansive conditions for generations. Their minds are psychologically adjusted to expansion, and they feel deeply frustrated unless they are better off each year than they were the previous year. The economic system itself has become organized for expansion, and if it does not expand it tends to collapse [and when it does collapse, it is because the Gremlins were there]." - Carroll Quigley in *Tragedy and Hope*, at 497 [MacMillian Company, New York (1966)]. [return]

**[48]** The Federal Reserve Board is a very handy instrument to massage economies, create depressions, and run civilizations into the ground with. For example, in the late 1920's, there was an era of speculation in the securities markets of the United States; after a while in any market, what appears to be *speculation* will always surface when rising prices and highly leveraged loans make their institutionalized appearance on the scene. Economists, bureaucratic theorists, and other clowns will cast *speculation* into an illicit image, but *speculation*, so called, is nothing more than a manifestation of strong prosperity -- and Gremlins do not want you and I to have sustained protracted prosperity, they want us to experience economic starvation like they wanted physical starvation for those millions of Ukrainians who were murdered in the great manufactured Famine of 1932-33. Easy high percentage loans are an important ingredient to create *speculation*, so one of the devices used by Rothschild Gremlins to create a balloon of American speculation was to lower the rate of interest charged by the Federal Reserve Board to member banks:

> "Nothing did more to spur the boom in stocks than the decision made by the New York Federal Reserve Bank, in the Spring of 1927, to cut the rediscount rate. Benjamin Strong, Governor of the bank, was chief advocate of this unwise measure, which was taken largely at the behest of Montagu Norman of the Bank of England [Montagu Norman was a Rothschild nominee planted in the Bank of England]. Ostensibly, this easy money policy was designed to stop the flow of gold out of England [as usual, *deception* is present when Gremlins are running the show]. Its primary effect, however, was to cause a reevaluation of all securities [upward], and to further inflate our already inflationary

> credit system by making large sums of money available for financing stock speculation." - Bernard Baruch,, in his autobiography *Baruch: the Public Years*, at 221 [Holt Rheinhart & Winston, New York (1960)].

The well known Gremlin economist John K. Galbraith dismisses the view that the action of the Federal Reserve Board authorities in cutting the rediscount rate in the Spring of 1927 had much effect on the elevated speculation which followed, on the grounds that this:

> "... explanation obviously assumes that people will always speculate if they can get the money to finance it. Nothing can be farther from the truth. There were times before and there have been long periods since when credit was plentiful and cheap -- far cheaper than in 1927 to 1929 -- and when speculation was negligible. Nor, as we shall see later, was speculation out of control after 1927, except that it was beyond the reach of men who did not want in the least to control it." - John K. Galbraith in *The Great Crash*, page 16 [Houghton Mifflin, Boston (1955)].

*Speculation* is actually fueled by the ability to easily obtain highly leveraged loans in a market characterized by rapidly rising prices. Your analogy of 1927, Mr. Galbraith, to previous eras is defective because other previous periods of cheap credit was deficient in possessing the twin important structural *speculation* requirements of easily obtainable highly leveraged loans and rapidly rising prices; if both highly leveraged loans and rapidly rising prices are not present, then cheap credit loans will not induce *speculation*. And so the failure of cheap and plentiful credit loans in previous eras to trigger *speculation* then, is not relevant and does not negate the highly stimulating effect that such inexpensive credit loans created in the American securities markets from 1927 to 1929, since declining rates of interest very much act as an accelerant on markets already structurally conditioned for *speculation* by the twin important indicia of highly leveraged loans and rapidly rising prices. You really are not competent to be an economist, Mr. Galbraith -- and incidentally, managing speculation, so called, was very much within the reach of your brothers who very much wanted to control it, *totally*. Sorry, Mr. Galbraith, but you don't do a very good job of covering the tracks of your Gremlin brothers from the First Estate who, like you, are repeating the same judgment mistakes now that you made then.

Having created something *illicit*, having created something that just *needs* and *is begging* for a corrective solution, Gremlins acting through their instrumentality, the Federal Reserve Board, in 1929 now had just the right medicine to fix this wicked *Speculation*, as one

visible Rothschild nominee, Mr. Montagu Norman, once again made his descent sortie on Washington in vulture trajectory, and told Andrew Mellon what to do next:

> "... the Federal Reserve Board issued a formal statement today declaring that it conceived it to be its duty in `the immediate situation' to restrain the use, either directly or indirectly, of Federal Reserve credit facilities in aid of the froth of speculative credit...
>
> "No information could be obtained from Mr. Norman or American officials concerning the purpose of his visit [to Washington] other than he had come here for a general discussion of international financial conditions with the System and members of the [Federal Reserve] Board...
>
> "All efforts to obtain any further interpretation of the action of the Federal Reserve Board than that contained in its formal statement were futile...
>
> "The decision by the Federal Reserve Board to take so definite a stand in connection with its attitude towards speculative activities, was made, it is understood, only after a conference in which Secretary Mellon, as Chairman [of the Federal Reserve] *ex-officio* participated [meaning that Gremlin Andrew Mellon *directed*, after having received his instructions from the Rothschilds through Montagu Norman]...
>
> "The frankness of its announcement today therefore added to the interest it caused in financial circles." - *The New York Times* ["Loan Curb Hinted by Federal Reserve Board; States Duty in `the Immediate Situation' is to restrain Speculative Credit"], page 1 (February 7, 1929).

Who is Montagu Norman? A Gremlin who was recognized as being very powerful at that time [Carroll Quigley claims the *Wall Street Journal* for November 11, 1927 characterized Montagu Norman as "... the currency dictator of Europe."] Like all good hardworking Gremlins putting in their honest days' labor, they are answerable to another person up the line [even the Rothschilds know from whence their benefits originate]; and like a few other *world class* Gremlins, Montagu Norman held the high honor of running an entire civilization into the ground:

> "... Norman held the position [of *Chancellor of the Exchequer*] for twenty-four years (1920-1944), during which he became the chief architect of the liquidation of Britain's global preeminence." - Carroll Quigley in *Tragedy and Hope*,

at 325 [MacMillian Company, New York (1966)].

He had brilliance, he had genius, he had *savior-faire*, and Montagu Norman tied it all together with slick Gremlin *finesse* when he so smoothly ran Great Britain into the ground with so very few people even knowing that he had done so; and so when Montagu Norman brought his conquests to other continents, for and on behalf of his Rothschild sponsors, he would also be leaving the ruins of those once majestic civilizations with little indication that he had been there.

The year 1929 started out to be a great year, and American businessmen had positive expectations [see the many businessmen quoted through the *Wall Street Journal* for January 1, 1929]; but the world's Gremlins had a few ideas of their own:

> "On February 15, 1929, the Federal Advisory Council adopted the following resolution:
>
> "The Council believes that every effort should be made to correct the present situation in the speculative markets before resorting to an advance in rates.
>
> "The Council in reviewing present conditions finds that in spite of the cooperation of member banks, the measures so far adopted have not been effective in correcting the present situation of the money market. The Council, therefore, recommends that the Federal Reserve Board permit the Federal Reserve banks to raise their rediscount rate immediately and maintain a rate consistent with the cost of commercial credit." -Transcript of the minutes of the 3:10pm Meeting of the *Federal Advisory Council* in the Federal Reserve Board Room (April 19, 1929) {National Archives ["Federal Reserve Board File"], Washington, D.C.}. The Federal Reserve Board's *Federal Advisory Council* was abolished in the 1930's.

The *Federal Advisory Council* had also met twice earlier that day, at 10:05am and at 12:10pm. There had been an ominous atmosphere of excitement in the air that day:

> "The prospect of further developments of importance in regard to the Government's attitude on the credit situation appeared today when members of the Federal Advisory Council... met in a special session and later held a joint conference with the Board [the 12:10pm meeting]. Resolutions were adopted by the Council and transmitted to the Board, but their purport was closely guarded. ... An atmosphere of deep mystery was thrown about the proceedings both by the Board and the Council. No advance announcement had been made that an extraordinary

> session of the Council was contemplated, and in fact that the members were in the city became known only when newspaper correspondents happened to see some of them entering the Treasury Department building. Even after that evasive replies were given, until it became apparent that such tactics were futile... While the joint meeting was in progress at the Treasury Department, every effort was made to guard the proceedings and a group of newspaper correspondents were asked to leave the corridor. The meeting of the Council attracted particular attention in view of the fact that it had met here in regular session on February 14th, a week following the Reserve Board's warning statement against the excessive use of Reserve System credit in speculative operations on the stock market." - *The New York Times* ["Reserve Council Confers in Haste: Atmosphere of Mystery is Thrown About Its Meeting in Washington"], page 9 (April 20, 1929).

A month later, one more Gremlin turn of the screws was administered to the economy:

> "The Federal Advisory Council has reviewed carefully the credit situation. It continues to agree with the view of the Federal Reserve Board as expressed in its statement of February 5, 1929 that `an excessive amount of the country's credit has been absorbed in speculative security loans.' The policy pursued by the Federal Reserve Board has had a beneficial effect due largely to the loyal cooperation of the banks of the country. The efforts in this direction should be continued, but the Council notes that while the total amount of Federal Reserve credit being used has been reduced, `the amount of the country's credit absorbed in speculative security loans' has not been substantially lowered.
>
> "Therefore, the Council recommends to the Federal Reserve Board that the time has come to grant permission to raise the rediscount rates to six percent to those Federal Reserve Banks requesting it, thus bringing the rediscount rates into closer relation with generally prevailing commercial money rates. The Council believes that improvement in financial conditions and a consequent reduction of the rate structure will thereby be brought about more quickly, thus best safeguarding commerce, industry, and agriculture." - Resolution approved by the *Federal Advisory Council*, in its 2:30pm Meeting on May 21, 1929 {National Archives ["Federal Reserve Board File"], Washington, D.C.}.

While the Gremlins controlling the Federal Reserve were busy raising interest rates, the analytical staff of the Federal Reserve was cognizant of the extreme economic damages such an elevated rate of interest was doing to Commerce, Industry, and Agriculture [directly contrary to the beneficial effect claimed by the Federal Advisory Council]:

> "The higher money rates do not appear to have restricted short term commercial borrowings, but in a number of ways the present high level of money rates is beginning to have a detrimental effect upon business.
>
> "1. The volume of building operations has been declining largely because of difficulty in obtaining second mortgage money and loans for building operations and also difficulty in selling real estate bonds. Stock financing which has been resorted to in some cases has only partly met the requirements.
>
> "2. A good many state, municipal, railway and other projects, ordinarily financed through bonds and notes, have been postponed because of difficulty in securing at reasonable prices...
>
> "3. Reduced foreign financing in the United States... are diminishing the purchasing power of those countries for our products, a tendency which is likely to be reflected sooner or later in reduced exports.
>
> "It thus seems reasonably certain that present money conditions, if long continued, will have a seriously detrimental effect upon business conditions, and the longer they are continued the more serious will be the effect. The volume of business now appears to be sustained in part by the production of automobiles considerably in excess of retail purchases with a consequent stimulating effect upon the steel industry..." - *Preliminary Memorandum for the Open Market Investment Committee* ["Effects on Business"]; Prepared for the 5:00pm Meeting of the Fed's Open Market Investment Committee on April 1, 1929 {National Archives ["Federal Reserve Board File"], Washington, D.C.}.

In September of 1929, the *Open Market Committee* would be warning that:

> "... there are some indications of a possible impending recession."

Six months earlier in April, the economy was still experiencing the stimulating effect of surplus automobile production, but by September,

now automobile manufacturing was going to the dogs:

> "Building activity has been reduced still further; automobile production has been receding, and steel production has reflected these tendencies."

And as for the claimed *stimulating* effect high rates of interest would be having on agriculture, in fact Gremlin enscrewment was beginning to produce its desired objective of damages:

> "The size of the year's crops is expected to be generally smaller than a year ago. With higher prices the total return to the farmer may be not short of a year ago... The continued pressure on the credit situation has also been reflected by increasing reports from some localities of difficulties of agriculture in securing an adequate supply of credit." - All three quotations are from the *Minutes of the Open Market Investment Committee*, September 24, 1929 {National Archives ["Federal Reserve Board File"], Washington, D.C.}.

That greasy little Gremlin, Paul Warburg, very much had his nose in all of this. He slipped into a *Federal Advisory Council* Meeting that was held on May 21, 1929, as the alternate for W.C. Potter, and he made a Statement and engaged in conversation that Walter Lichtenstein, Council Secretary, did not feel like recording [See *Minutes of Federal Advisory Council* for May 21, 1929].

The combined effect of the many manipulative devices pulled by Gremlins in the Fed in the latter 1920's was a great contraction in the economy [see generally a protracted chapter called "The Great Contraction" in *A Monetary History of the United States*, 1867-1960 by Milton Friedman [Princeton University Press, Princeton (1963)]. [return]

**[49]** "Experience should teach us to be most on our guard to protect liberty when the Government's purposes are beneficent. Men born to freedom are naturally alert to repel invasion of the liberty by evil-minded rulers. The greatest dangers to liberty lurk in insidious encroachment by men of zeal, well meaning but without understanding." - Justice Louis Brandeis in *Olmstead vs. United States*, 277 U.S. 438, at 479 (1927).

Although the Gremlins who sneaked the *Federal Reserve Act* through Congress were by no means well meaning, they did try to convey the image that this piece of legislation was so oriented. [return]

**[50]** Greasy little Gremlins like Paul Warburg are steeped in the strategic use of deception as a tool to accomplish their objectives;

and like the mentor from the First Estate, Lucifer, they find many circumstances come to pass where the use of such deception has yielded impressive immediate benefits --yet Father continues to warn against it. This deceptive intellectual orientation of Gremlins has been so ingrained in them from the First Estate, that Gremlins find the accurate presentation of facts now to be very difficult to construct. This deception surfaced, for example, when one Gremlin was speaking highly of another Gremlin:

> "... it is known only to a very few exactly how great is the indebtedness of the United States to Mr. Warburg. For it may be stated without fear of contradiction that in its fundamental features the Federal Reserve Act is the work of Mr. Warburg more than any other man in the country... the Federal Reserve Act has frankly accepted the principles of the Aldrich bill; and these principles... were the creation of Mr. Warburg and Mr. Warburg alone... But having set out on the task [to create the Federal Reserve], there was no stopping [Paul Warburg], and from year to year essay upon essay flowed from his facile pen, giving more precision and point to his fundamental principles until he was recognized as the real leader in the new movement. The Federal Reserve Act will be associated in history with the name of Paul Warburg..."

-Gremlin Edwin Seligman offering introductory remarks in *IV Proceedings of the Academy of Political Science #4*, at 387 [Columbia University, New York (April, 1914)]; there then follows numerous essays written by Paul Warburg praising the circulation of paper currency and the Federal Reserve System.

Yet Paul Warburg did not intellectually create the Federal Reserve System -- the Rothschilds did, but the Rothschilds wanted to stay in the background and blend themselves into the shadowy corners of Europe; Paul Warburg was hired by them to take all the flack among those who could be expected to probe a little deeper in searching for the Fed's Gremlin sponsors.

> "Paul Warburg is the man who got the Federal Reserve Act together after the Aldrich Plan aroused such nationwide resentment and opposition. The mastermind of both plans was Baron Alfred Rothschild of London." -Elisha Garrison in *Roosevelt, Wilson and the Federal Reserve Law* [Christopher Publishing Housing, Boston (1931)]. [return]

**[51]** The illicit statutory sponsorship of the Federal Reserve Board is often disputed by collegiate *intelligentsia* clowns who, without

possessing any factual elements to countermand the background workings of determined Gremlins, continue to point to Congress itself as the institution responsible for the creation of the Federal Reserve. Gremlin Paul Warburg himself has had a few words to say about just where the true origin of statutes is to be found:

> "I am told that Congress and the State Legislatures make the laws... Instead of saying that legislators make the laws, it would be far more correct to say that legislatures merely put the finishing touches on the law. To say that they "make the laws" is like saying that the books are made by bookbinders, forgetting that there are authors, printers, and proofreaders too.
>
> "... The motive power in lawmaking is all supplied from somewhere outside the legislative halls... Some intellect outside the realm of active politics first conceives an idea. It spreads to the minds of other individuals, slowly at first, but gradually gaining momentum. Presently there is an organized movement in its favor; then comes the deluge of propaganda, until the proposal becomes an issue and the politicians begin to take note of it. A law is half made, and more than half made, when a large body of aggressive support has been mobilized among the voters; yet during this part of the process the legislative bodies have nothing whatever to do with it." -Gremlin Paul Warburg explaining himself in Volume I *The Federal Reserve System: its Origins and Growth*, at 3 [MacMillian Company, New York (1930)]. [return]

**[52]** General Public accountability of the Fed is appropriate to the extent that the Fed has been endowed by its creator with a limited juristic mission in monetary areas touching a general public interest; and one of the most important instruments of Federal Reserve power lies in the *Open Market Committee*. Numerous attempts just to get some minimal public dissemination on transcripts of the Federal Open Market Committee meetings has fallen on death ears; shrouding their daily maneuverings behind a veil of secrecy -- a veil they would like to maintain erected for as long as possible (time has a way of greatly diminishing the possible adverse reaction that unfavorable information triggers). The Congress was once propositioned with the idea of requiring the FOMC to publish publicly, detailed minutes of their meetings. In trying to disable the Congress from doing this, an old Gremlin stratagem was relied upon: Agree with the necessity for the idea being expounded (so now your adversary is off guard), but create impediments to the idea by raising technical reservations that appear to be difficult to overcome and otherwise discredit the idea as being infeasible for some technical reason. And in overcoming HR 4478, this

is just what Gremlins in the Fed did (Gremlins do not want Government in the sunshine) [see the testimony of imp bureaucrat Fredrick Schultz as he said he agreed with the objectives, but then turned around and threw technical reservations at the idea to try and discredit the idea on its merits, in *A Bill to Amend the Federal Reserve Act* ["Hearings Before a Subcommittee on Domestic Monetary Policy on HR 4478 of the House Committee on Banking, Finance and Urban Affairs"], 97th Congress, First Session (September, 1981)]. [return]

**[53]** "It is no secret that I have long been concerned about the aloofness of the Federal Reserve from both the executive branch and the Congress. Although the Federal Reserve System is a creature of Congress, it is not subject to any of the usual Government budgetary, auditing and appropriations procedures." -Wright Patman, Chairman of the House Committee on Domestic Finance, in *The Federal Reserve after 50 Years* ["Hearings before the Subcommittee on Domestic Finance"], 88th Congress, 2nd Session, Volume 1, page 8 [GPO, Washington, D.C. (January and February, 1964)]. [return]

**[54]** But don't expect such a repurchase to ever take place; the Federal Reserve Board gives the Congress all profits from certain selected trading activities. In the latter 1970's, this was amounting to approximately $10 billion a year; not an easy loss of revenue for a greedy fat Congress to go without. So the Congress does not want to disturb the Fed, and your letters to them, encouraging them to do so, will continue to fall on death ears. [return]

**[55]** Those Rothschild Gremlins never stop with their conquests. After mentioning the dominance of the Rothschilds in European financial affairs, a United States Senator once wrote:

> "... it might be... possible for 20 or 30 individuals if they controlled the United States Federal Reserve Board, the Bank of England, the Bank of France, and the Bank of Germany, to enter into a conspiracy to regulate the volume of the world's currency, thereby resultantly controlling the prices of the world's commodities, so vitally affecting the happiness, contentment, occupation, and prosperity of the world's population. If successful in effecting such a control, by expanding the world's currency they could inflate prices of all the world's commodities and then distribute at fictitious values the securities which they had accumulated. After such accomplishments the could then decrease the volume of money thus resultantly deflating or diminishing the prices of all the world's commodities with resultant greatly diminished prices in securities and then buy back at bargain prices the securities that they had distributed previously at inflated

> prices. If such a conspiracy existed and continued unchecked this expansion of the volume of money with increased prices and distribution of securities held by the few followed by a period of decreased volume of money with resultant decreased prices of all the world's commodities with reaccumulation of securities at bargain prices would ultimately result in all the people outside of the few conspirators becoming practically vassals and peons with the inevitable result that the people themselves would rise up in their wrath and take from the conspirators their wealth and probably their lives." - Senator Jonathan Bourne, Jr. of Oregon, expressing comments on the Wheeler Bill (S. 2487), in Senate Document #109 entitled *Independent Bimetallism or Bolshevism*, 72nd Congress, First Session, pages 8 and 9 [GPO (June 15, 1932)].

Senate Bill 2487 provided for the free coinage of silver and gold at a ratio of 16-to-1. [return]

**[56]** After characterizing Gremlin Volcker's politics as being something of an enigma, the *New York Times* went on to say that Paul Volcker:

> "... recognizes `that Gold and the fates have put him in a unique position,' a role for which he believes... that he is singularly well equipped." - *The New York Times* ["Sacrificial Way of Life for Reserve Chairman"], page 26 (Sunday, June 19, 1983).

Yes, Mr. Volcker is *very* well equipped for his mission -- but not to usher in a generation of prosperity; neither is his Federal Reserve position attributable to "God and the fates," but actually to his brother from the First Estate, Lucifer, whom Paul Volcker once betrayed -- and now Lucifer is going to get even at Father's Last Day. [return]

**[57]** The theft of American gold bullion deposits from the Fort Knox Depository in Kentucky by the Four Rockefeller Brothers, in which Paul Volcker participated, was a smooth inside job -- a job which only duplicated a previous inside Treasury job that was pulled off earlier in 1943:

"... 14,000 tons of silver from the Treasury reserve of American paper money was secretly taken from the Treasury vaults (although still carried publicly on the Treasury balance sheets)..."-Carroll Quigley in *Tragedy and Hope*, at 855 [MacMillian Company, New York (1974)].

[Mr. Quigley wants us to believe that the 14,000 tons of silver in its entirety went into an Oak Ridge Government building for electrical

wiring]. [return]

**[58]** During a speech at a *Fred Hirsch Memorial Lecture* at Warwick University, Coventry, England, on November 9, 1978. [return]

**[59]** During Constitutional ratification discussions, our Founding Fathers did not want to even talk about the possibility that a National Bank might be created someday, due to the possible rejection the draft Constitution might encounter as it went from one State to the next for Ratification:

> "The power to incorporate a bank is not among those enumerated in the constitution. It is known, that the very power, thus proposed, as a means, was rejected, as an end, by the convention [of 1787], which formed the Constitution. A proposition was made in that body, to authorize Congress to open canals, and an amendatory one to empower them to create corporations. But the whole was rejected; and one of the reasons of the rejection urged in debate was, that they then would have a power to create a bank, which would render the great cities, where there was prejudices and jealousies on that subject, adverse to the adoption of the Constitution [Volume 4, Jefferson's Correspondence, pages 523 and 524]." - Joseph Story in *III Commentaries on the Constitution*, at 128 ["Powers of Congress"] (Cambridge, 1833).

However, just because the *Creation of Corporations Clause* never made it into the final draft of the Constitution, does not disable the United States today from creating corporations, since many other enabling acts were written into the Constitution that, although sounding nice and making the Constitution look complete in appearances, were actually jurisdictionally unnecessary.

**[60]** 17 U.S. 316 (1819). [return]

**[61]** "That a national bank is an appropriate means to carry into effect some of the enumerated powers of the Government, and that this can be best done by erecting it into a corporation, may be established by the most satisfactory reasoning. It has a relationship, more or less direct, to the power of collecting taxes, to that of borrowing money, to that of regulating trade between the states, and to those raising and maintaining fleets and armies. And it may be added, that it has a most important bearing upon the regulation of currency between the states. It is an instrument, which has been usually applied by Governments in the administration of their fiscal and financial operations." - Joseph Story in III *Commentaries on the Constitution* 134, ["Powers of Congress"] (Cambridge, 1833). [return]

**[62]** The IRS is not a Federal Agency; see:

- Title 5, Section 903 [*Presidential Reorganization Jurisdiction*];
- *Government Reorganization Order* Number 26 (1952);
- *Government Reorganization Order* Number 1 (1950);
- 39 *The Federal Register*, Number 62 (26 March 1974), Section 1111.4, et seq. [return]

**[63]** Responsibility for the administration and enforcement of the Revenue Laws is vested in the Secretary of the Treasury, pursuant to Title 26, Section 7801(a). In turn, by one more layer of delegation, the Internal Revenue Service is vested with the tax collection responsibilities for the Secretary. See *Donaldson vs. United States*, 400 U.S. 517, at 534 (1970), and 39 *The Federal Register* 2417, et seq. (1970). [return]

**[64]** *Privateering* and all of its associated intrigue of smuggling, thievery, and pirates, was once quite active on the High Seas from the 1600's up until the American Civil War. On the North Coast of Africa there was once numerous occasions in the early 1800's when American hostages were grabbed and military engagements were entered into against those little hoodlums called the *Barbary Corsairs.* [See *The Barbary Corsairs* by S. Lane-Poole, State Mutual Books and Periodical Service, New York (1985)]. *Privateering* was somewhat abolished, or perhaps toned down, by the *Declaration of Paris* in 1856; but *Privateering* was extensive during the Civil War, and the United States Congress soon would be giving President Abraham Lincoln a grant of jurisdiction to commission Privateers. [See *The Barbary Coast* by Henry Field, C. Scribner's Sons, New York (1893); and *The Barbary Slaves* by Stephen Clissold, P. Elek Publishers, London (1977)]. For a short story on *Privateers* during the Civil War, see the *New York Times* for Tuesday, September 29, 1863, page 1, in an article entitled "Another Privateer Fitting Out," discussing how the Confederate ship *The Florida* was offered French police protection from seizure from Union ships by France while she was parking at Brest shipyards for repairs. Yet, a variation on *Privateering* continued into the 1900's, as Russian volunteer vessels once seized neutral commerce in the Red Sea [see Edwin Moxen in *Russian Raids on Neutral Commerce*, 3 Michigan Law Review 1 (1904)]. For a discussion from a legal perspective on Privateering and *Letters of Marque*, see *The First Federal Court* by Henry J. Bourguignon, page 3 [American Philosophical Society, Philadelphia (1977)]. Today, *Privateering* is a crime for American Citizens [see Title 18, Section 1654 "Arming or Serving as Privateers"]. [return]

**[65]** *How Anyone Can Stop Paying Income Taxes* [Freedom Books, Hamden,

Connecticut (1982)]. [return]

**[66]** *To Harass Our People: the Irs and Government Abuse of Power* [Positive Publications, Washington, D.C. (1984)]. [return]

**[67]** Federal Judges took their cue long ago to lay off legislative prerogatives in this area of circulating paper money:

> "The case of *Trevett vs. Weldon*, in 1786, in Rhode Island, is an instance of this sort... The judges in that case decided, that a law making paper money a tender in payment of debts was unconstitutional and against the principles of magna carta. They were compelled to appear before the legislature to vindicate themselves; and the next year... they were left out of office for having questioned the legislative power." - Joseph Story in *III Commentaries on the Constitution*, at 469, footnote 1 (Cambridge, 1833). [return]

**[68]** Whether or not there was a legal minimum quorum in the United States Senate on that pre-Christmas December day of 1913, is disputed. [return]

**[69]**

- *M'Culloch vs. Maryland*, 17 U.S. 316 (1819);
- *Hepburn vs. Griswold*, 75 U.S. 603 (1870);
- *Knox vs. Lee*, 79 U.S. 457 (1871);
- *Julliard vs. Greenman*, 110 U.S. 421 (1884). [return]

**[70]** The Legal Tender statutes were enacted in the Civil War era, when national resources were stretched thin:

> "... to handle the vast amount of means necessary for the prosecution of this war, to enable the people to pay in and the Government to pay out, we must have a larger and more abundant currency that we have heretofore found to be necessary. The accustomed currency [of hard gold and silver] is wholly inadequate. The Government has for many years used only gold and silver for this purpose, and it is deeply lamented that it is obliged to depart from this desirable standard. But we are left with no option." - Representative John Crisfield of Maryland, in a speech before Congress on February 5, 1862 [*Congressional Globe*, 37th Congress, 2nd Session, Appendix, page 48 et seq.]. [return]

**[71]** "... the National Government [can] exercise... its powers to establish and maintain a bank, implied as an incident to the borrowing, taxing, war, and other powers specifically granted to the National Government by Article I, Section 8 of the Constitution." -

*Helvering vs. Gerhardt*, 304 U.S. 405, at 411 (1937). [return]

**[72]** "The power to regulate commerce is general and unlimited in its terms. The full power to regulate a particular subject implies the whole power, and leaves no residium." - Joseph Story in *III Commentaries on the Constitution*, at 513 ["Powers of Congress -- Commerce"] (Cambridge, 1833). [return]

**[73]** "Here the substantive power to tax was allowed to be employed for improving the currency." - *Knox vs. Lee*, 79 U.S. 457, at 544 (1871). [return]

**[74]** "The power to coin money is one of the ordinary prerogatives of Sovereignty, and is almost universally exercised in order to preserve a proper circulation of good coin of a known value in the home market... In England, this prerogative belongs to the Crown; and in former ages, it was greatly abused; for base coin was often coined and circulated by its authority, at a value far above its intrinsic worth; and thus taxes of a burdensome nature were indirectly laid upon the people." - Joseph Story in III *Commentaries on the Constitution*, at 17 ["Powers of Congress -- Coinage"] (Cambridge, 1833). [return]

**[75]** "A bank has a direct relation to the power of borrowing money, because it is an unusual, and in sudden emergencies, an essential instrument, in the obtaining of loans to Government. A nation is threatened with a war; large sums are wanted on a sudden [basis] to make the requisite preparations; taxes are laid for this purpose; but it requires time to obtain the benefit of them; anticipation is indispensable. If there is a bank, the supply can at once be had; if there be none, loans from individuals must be sought. The progress of these is often too slow for the exigency; in some situations they are not practical at all." - Joseph Story in III *Commentaries on the Constitution*, at 139 [footnote -- "Powers of Congress -- Bank"] (Cambridge, 1833). [return]

**[76]** "We do not propose to dilate at length upon the circumstances in which the country was placed when Congress attempted to make Treasury Notes a Legal Tender. They are of too recent occurrence to justify enlarged description. Suffice it to say that a Civil War was then raging which seriously threatened the overthrow of the Government and the destruction of the Constitution itself. It demanded the equipment and support of large armies and navies, and the employment of money to an extent beyond the capacity of all ordinary sources of supply. Meanwhile, the public Treasury was nearly empty, and the credit of the Government, if not stretched to its utmost tension, had become nearly exhausted. Moneyed institutions had advanced largely of their means, and more could not be expected of them. They had been compelled to

suspend specie payments. Taxation was inadequate to pay even the interest on the debt already incurred, and it was impossible to await the income of additional taxes. The necessity was immediate and pressing. The army was unpaid. There was then due to the soldiers in the field nearly a score of millions of dollars. The requisition from the War and Navy Departments for supplies exceeded fifty millions, and the current expenditure was over one million per day. The entire amount of coin in the country, including that in private hands, as well as that in banking institutions, was insufficient to supply the need of the Government for three months, had it all poured into the Treasury. Foreign credit we had none. We say nothing of the overhanging paralysis of trade, and of business generally, which threatened loss of confidence in the ability of the Government to maintain its continued existence, and therewith the complete destruction of all remaining national credit.

> "It was at this time and in such circumstances that Congress was called upon to devise means for maintaining the army and navy, for securing the large supplies of money needed and, indeed, for the preservation of the Government created by the Constitution. It was at such a time and in such an emergency that nothing else would have supplied the absolute necessities of the Treasury, that nothing else would have enabled the Government to maintain its armies and navies, that nothing else would have saved the Government and the Constitution from destruction, while the Legal Tender Acts would, could any one be bold enough to assert that Congress transgressed its powers? Or if these enactments did not work these results, can it be maintained now that they were not for a legitimate end, or `appropriate and adapted to that end?' in the language of Chief Justice Marshall? That they did work such results is not to be doubted. Something revived the drooping faith of the people; something brought immediately to the Government's aid the resources of the nation, and something enabled the successful prosecution of the war, and the preservation of national life. What was it, if not the Legal Tender enactments?" - *Knox vs. Lee*, 79 U.S. 457, at 539 (1871). [return]

**[77]** *Knox vs. Lee*, 79 U.S. 457 (1871). [return]

**[78]** *Julliard vs. Greenman*, 110 U.S. 421 (1884). [return]

**[79]** As a point of beginning, Article I, Section 10 limits itself to the *States* ["No State shall..."], and not to the Congress.

> "The states can no longer declare what shall be money, or

> regulate its value." - *Knox vs. Lee*, 79 U.S. 457, at 545 (1871).

Protestors trying to argue now that Article I, Section 10 restrains the Congress -- meaning something directly contrary to what is written, is considerable foolishness. [return]

**[80]** *The Records of the Federal Convention of 1787* [Yale University Press, New Haven (1937); 4 volumes]. [return]

**[81]** See *The Federal Taxing Power as a Means of Establishing a Unified Banking System*, Notes ["Legislation"], 46 Harvard Law Review 143 (1932). [return]

**[82]** "It is absolutely essential to independent national existence that Government should have a firm hold on the two great Sovereign instrumentalities of the sword and the purse, and the right to wield them without restriction on occasions of national peril. In certain emergencies Government must have at its command, not only the personal services -- the bodies and lives -- of its Citizens, but the lessor, though not less essential, power of absolute control over the resources of the country. Its armies must be filled, and its navies manned, by the Citizens in person. Its materials of war, its munitions, equipment, and commissary stores must come from the industry of the country. This can only be stimulated into activity by a proper financial system, especially as regards the currency." - *Knox vs. Lee*, 79 U.S. 457 [Justice Bradley, concurring] (1871). [return]

**[83]** "The power of Congress over interstate commerce is `complete in itself, may be executed to its utmost extent, and acknowledges no limitations other than are prescribed in the Constitution'." - *United States vs. Darby*, 312 U.S. 100, at 114 (1940). [return]

**[84]** Remember the Legal Tender statutes were born in the fires of the Civil War, when there was a great exigency and importance associated with the idea of raising a lot of money very quickly; yet, there were also disagreements on the floor of the Congress, and reservations were expressed then as to the Constitutionality of the proposed paper money that would be circulating:

> "The sum of the whole argument has been made in favor of the Constitutionality of the power of Congress to declare the Treasury notes contemplated by this bill a legal tender in payment of all debts, public and private, may be stated in these three propositions:
>
> "First, Congress may declare these notes a legal tender because it is not inhibited;

> "Secondly, the Government must maintain itself, and Congress may exercise all the power and adopt any measure it judges necessary for that object;
>
> "Thirdly, that the power to declare these notes a legal tender is a means necessary and proper to the full execution of the power to regulate commerce.
>
> "This provision is as inexpedient as it is unconstitutional. It is a legislative declaration of national bankruptcy. It is saying to the world that this Government is unable to meet its obligations at their real value; and must compound with its creditors at a discount...
>
> "This provision attempts the impossible thing of giving to paper the value of gold..."

-Representative John Crisfield of Maryland, in a speech in Congress on February 5, 1862 *[Congressional Globe*, 37th Congress, 2nd Session, Appendix, page 48 et seq.] [return]

**[85]** Edwin Vieira represented Richard Solyom in a Stated related *Eminent Domain Proceeding*, and challenged the right of a State to force the acceptance of Federal Reserve Notes as the *quid pro quo* for his land that the State wanted to grab. Edwin Vieira argued the monetary disabilities of Article I, Section 10 in an action against a STATE, which at least is a correct point of beginning --a lot more than what I can say for Tax Protestors throwing Article I, Section 10 arguments at *The Congress*. Edwin Vieira also wrote a book discussing the monetary powers and disabilities of the United States Constitution; see *Pieces of Eight* by Edwin Vieira, Jr. [Devin-Adair, Old Greenwich, Connecticut (1983)]. [return]

**[86]** You lawyers use that license of your's as a tool to impress and intellectually intimidate people, and since that is your standard, I would then hold you to it and order your disbarment if I had any supervisory jurisdictional interest in your license, just like Jerome Daly from Minnesota was once suspended from the Practice of Law for his flaky money arguments. In the *Justice of the Peace Court* for Credit River, Minnesota, on December 7, 1968, Jerome Daly once scored an impressive victory before a jury, on what was largely a stipulated factual setting of *Failure of Consideration* on a $14,000 mortgage that Jerome Daly had defaulted on. Seemingly, he was off to a good start, but a continuing series of rebuffments later on before judges cast his money arguments off on an illicit tangent, and when he refused to back off, his license was suspended. [return]

**[87]** 75 U.S. 533 (1869). [return]

**[88]** *Hepburn vs. Griswold*, 75 U.S. 603 (1870). [return]

**[89]** When I advocate folks taking cognizance of the fact that the King has many different independent sources of jurisdiction to pull from in order to justify the existence of the Federal Reserve Board and those paper notes that his Legal Tender statutes have designated to be his currency, please do not construe that with any philosophical inclination on my part that might appear to favor the King issuing out such paper based circulating instruments that excite Gremlins so much in elevated enscrewment ecstacy; I am different from Protestors only in the limited sense that I always evaluate both sides of an issue before throwing something at a Judge. Refusing to badmouth adversaries does not mean that you agree with them philosophically, nor does it inferentially suggest that one is in alignment with the adversary's objectives; refusing to badmouth means no more than realizing that the true remedy for correcting these currency Torts will not lie in a Courtroom. Therefore, by examining the case from the adversary's perspective, frequently I uncover real error in positions taken by Protestors, but by examining the case from the King's perspective, that does not mean that I am sympathetic with the King's *modus operandi* or his objectives. Unlike Protestors, I do not walk into a judicial confrontation with anyone assuming that I am absolutely right, convinced that there is nothing the other fellow has to say that is of any value, and then simply expecting justice to be administered in my favor -- such a person is necessarily in a very *unteachable* state of mind -- he will miss many low profile movements going on that are suggestive of error. There may very well be some error in my position that I did not see (or understand the significance of), so my excursions into judicial arenas are always exploratory in nature, and I keep myself in a teachable state of mind (a *modus operandi* Protestors would be wise to consider emulating). [return]

**[90]** Some Federal Reserve Protestors I know are planning to throw some novel protesting arguments at Federal Judges. Having concluded that quoting Constitutional restrainments is unlikely to perfect judicial dissolution of the Federal Reserve System [and correctly so as a factual matter], these Protestors have decided to step down one level and just cite judicial reasoning in an attempt to dismantle a small appendage of the Fed, called the *Federal Open Market Committee*, or FOMC. By researching Supreme Court cases back in the 1930's, an era when Judicial annulment of Nelson Rockefeller's social welfare *lex* [through his public nominee, imp FDR] was in vogue, these Protestors intend to cite Cases like:

- *Panama Refining Company vs. Ryan*, 293 U.S. 388 (1934);
- *Schechter Poultry vs. United States*, 295 U.S. 495 (1935);
- *James Carter vs. Carter Coal Company*, 298 U.S. 238 (1936);

and then pursuant to reasoning in those Cases, argue that the delegation of regulatory commercial matters by the Congress to a non-juristic business association of some type, is unConstitutional:

> "But would it be seriously contended that Congress could delegate its legislative authority to trade or industrial associations or groups as to empower them to enact the laws they deem to be wise and beneficent for the rehabilitation and expansion of their trade or industry? Could trade or industrial associations or groups be constituted legislative bodies for that purpose because such associations or groups are familiar with the problems of their enterprises? And could an effort of that sort be made valid by such a preface of generalities as to permissible aims as we find in [this *National Industrial Recovery Act* that the Supreme Court is about to run into the ground]? The answer is obvious. Such a delegation of legislative power is unknown to our Law and is utterly inconsistent with the Constitutional prerogatives and duties of Congress." - *Schechter Poultry vs. United States*, 295 U.S. 495, at 537 (1935).

No where in the Constitution does it state that "... the Congress shall not delegate any of its regulatory powers over Commerce to business associations..." -- as there are numerous negative restrainments and positive requirements deemed binding on the Congress, but no where appearing in the Constitution; many are reasonably inferred as existing incidental to what the Constitution otherwise expressly mandates.

By going after just the *Federal Open Market Committee* appendage within the Fed, and not the Fed itself, these Protestors are emulating a successful *Modus Operandi* used extensively by Gremlins themselves -- by selectively hacking away at something here a little, and there a little -- slowly and patiently.

Whether or not these Protestors will ultimately succeed is inconclusive at the present time. There is some merit to their *Delegation Question* arguments as limited just to the *Federal Open Market Committee* itself within the Fed; and these arguments are not overruled by the other wide ranging fundamental sources of jurisdictional fuel the King has to create the larger Federal Reserve.

... And for Protestors searching for something to throw at the

Gremlin's enrichment Goliath, that's enough.

I am concerned about whether or not these Protestors can create a sound *Justiciable Controversy*, which is another question; to the extent that the *Federal Open Market Committee* massages around and regulates with juristic force banks and related financial institutions, *Standing* is necessarily limited to the affected parties absent an evidentiary presentation of the cascading train of damages originating within the inner sanctums of the FOMC, that were eventually experienced by the Plaintiff. I would feel more comfortable with the probable outcome of this impending Case if an FOMC regulated institution itself appeared as the Plaintiff. Nevertheless, these Protestors will find that judicial reaction will be mixed -- there are Federal Judges who are sympathetic with their arguments (as there is merit to them), while there are other *tough cookie* Federal Judges who will take advantage of the factual opportunity this impending Case presents to them, by throwing snortations at the Protestors. [return]

**[91]** Gremlin Zbigniew Brzezinski writing in *Between Two Ages: America's Role in the Technetronic Age*, once advocated that the fiction of Sovereignty must be replaced with reality:

> "The doctrine of sovereignty created the institutional basis for challenging the secular authority of established religion, and this challenge in turned paved the way for the emergence of the abstract conception of the nation-state. Sovereignty vested in the people, instead of Sovereignty vested in the king, was the consummation of the process which in the two centuries preceding the French and American revolutions radically altered the structure of authority in the West and prepared the ground for a new dominant concept of reality...
>
> "The nation-state as a fundamental unit of man's organized life has ceased to be the principal creative force: `International banks and multinational corporations are acting and planning in terms that are far in advance of the political concepts of the nation-state.' But as the nation-state is gradually yielding its sovereignty, the psychological importance of the national community is rising, and the attempt to establish an equilibrium between the imperatives of the [Corporate Socialist Rockefeller Cartel's] new internationalism and the need for a more intimate national community is the source of frictions and conflicts." - Gremlin Zbigniew Brzezinski in *Between Two Ages: America's Role in the Technetronic Age*, at 70 and 56 [Viking Press, New York City (1970)]. [return]

**[92]** Juristic institutions descend to the level of Commercial game players whenever they enter into the world of Commerce; so it can be argued that Sovereignty takes a back seat under some circumstances [this interesting Supreme Court Doctrine on the declension in status and loss of Sovereignty whenever the King enters into Commerce, appears in this Letter later with discussing those *circulating evidences of debt*, Federal Reserve Notes]. [return]

**[93]** For example, the original draft versions of the Second and Fifth Amendments were far more specific and restrictive than the negotiated comprised milktoast versions that finally made it through the Congress of 1787. Yes, the Constitution was an *Inspired Document*, but an *inspired document* does not mean *Perfect Document*:

> "We believe that God raised up George Washington, that He raised up Thomas Jefferson, that He raised up Benjamin Franklin and those other Patriots who carved out with their swords and with their pens the character and stability of this great Government which they hoped would stand forever, an asylum for the oppressed of all nations, where no man's religion would be questioned, no man would be limited in his honest service to his Maker, so long as he did not infringe upon the rights of his fellow men. We believe those men were inspired to do their work, as we do that Joseph Smith was inspired to begin this work; just as Galileo, Columbus, and other mighty men of old... were inspired to gradually pave the way leading to this Dispensation; Sentinels, standing at different periods down the centuries, playing their parts as they were inspired of God; gradually dispelling the darkness as they were empowered by their Creator so to do, that in culmination of the grand scheme of schemes, this great nation, the Republic of the United States, might be established upon this land as an asylum for the oppressed; a resting place [a sanctuary] it might be said, for the *Ark of the Covenant*, where the Temple of our God might be built; where the *Plan of Salvation* might be introduced and practiced in freedom, and not a dog would wag his tongue in opposition to the purposes of the Almighty. We believe that this was His object in creating the Republic of the United States; the only land where His work could be commenced or the feet of his people come to rest. No other land had such liberal institutions, had adopted so broad a platform upon which all men might stand. We give glory to those Patriots for the noble work they did; but we given first glory to God, our Father and their Father, who inspired them. We take them by the hand as brothers. We believe they did nobly their work,

> even as we would fain do ours, faithfully and well, that we might not be recreant in the eyes of God, for failing to perform the mission to which He has appointed us." - Orson F. Whitney, in a discourse delivered at the Tabernacle on April 19, 1885; 26 *Journal of Discourses* 194, at 200 [London (1886)]. [return]

**[94]** For example, in the Continental Congress on August 28th, 1787, "Article 12 was being discussed. Article 12 was proposed to be as follows:

> "Article XII. No state shall coin money; nor grant letters of marque and reprisals; nor enter into any treaty, alliance, or confederation; nor grant any title of Nobility."
>
> "Mr. Wilson and Mr. Roger Sherman moved to insert after the words *coin money* the words *to emit bills of credit, nor make any thing but gold and silver coin a tender in payment of debts*, thus making those prohibitions against paper money absolute.
>
> "Mr. Ghorum thought the purpose would be well secured by the provision of Article XIII, which makes the consent of the General Legislature necessary, and in that mode, no opposition would be excited; whereas an absolute prohibition of paper money would rouse the most desperate opposition from its partizans.
>
> "Mr. Sherman thought this a favorable crisis for crushing paper money. If the consent of the Legislature could authorize emissions of it, the friends of paper money would make every exertion to get into the legislature in order to license it." - see Max Farrand's *II Records of the Federal Convention of 1787*, at page 439 [Yale University Press, New Haven (1911-1937)].

Notice how Mr. Sherman and Mr Ghorum were concerned, knowledgeable and aware of the exterior opposition to prohibiting the emission of paper bills. There was opposition lying around the Countryside, opposed to making hard gold and silver mandatory with no legislative discretion allowed to substitute paper bills for gold and silver coin. So the reason why we have fraudulent Federal Reserve Notes running around today is because our Founding Fathers failed to tie the King down yesterday -- and Federal Judges are not Commie pinkos when tossing out arguments attacking Federal Reserve Notes. Our Founding Fathers specifically declined to make explicit and blunt prohibitions against the emission of paper bills because they knew then that few people wanted such a mandatory restrainment operating on the Congress, and

our Fathers in 1787 did not want to create opposition to the proposed new Constitution designed to replace the *Articles of Confederation*. So what we are left with today is the milktoast of Article I, Section 8. Gremlins have merely take advantage of what our Fathers circumvented back then; and our Fathers found themselves in such a position because a lot of folks did not want prohibitions against the emission of paper bills. We did this to ourselves, and Patriots are snickering at the wrong people. [return]

**[95]** Alexander Hamilton was born Alexander Levine, of Jewish lineage, in St. Croix, the West Indies. After changing his name and his geographical situs, he married Elizabeth Schuyler, the second daughter of Phillip Schuyler, at the bride's home in Albany, New York, on December 14, 1780. The bride's mother was Catherine van Rensselaer, daughter of Colonel John R. van Rensselaer, who was the son of Hendrik, the grandson of Killiaen, the first Partroon, and Engeltke (Angelica) Livingston. The bride had been characterized as:

> "... a brunette with the most good natured, dark, lovely eyes that I ever saw, which threw a beam of good temper and benevolence over her entire countenance."

The bride was just over 23, and the groom was 25. Alexander's courtship with Elizabeth that year had been very brief, as the arranged marriage that it was. While others have uncovered payment records in the British Museum in London from the Rothschilds to their nominee Alexander Hamilton, an examination of his political orientation [particularly his drive to create a national bank] magnifies his Gremlin stature. There is quite a large number of Alexander Hamilton related biographics and profile sketches floating around. See *The Intimate Life of Alexander Hamilton*, by Allan Hamilton [Charles Scribner's Sons, New York (1910) [quote on the bride's description, id., at page 95]; and *Alexander Hamilton: Youth to Maturity, 1755 -1788*, by Broades Mitchell [MacMillian Company, New York (1957)]. [return]

**[96]** There has always been a period of Time in the United States when well sponsored imps have ascended into positions of political prominence; sometimes into Juristic Institutions, and other times they operate on the outside, perhaps as a director of a foundation, a historian, or a university professor of some type. One such imp, financially sponsored by Rockefeller Cartel interests, has been Rexford Tugwell, who likes to create the image that he is a historian. In one of his books, Entitled *The Emerging Constitution*, he really shows off his Gremlin colors. He tries to throw derogatory characterizations at our Founding Fathers by pointing attention over to such things as the acreage of land once owned by Thomas Jefferson

and other economic profile information; but the fact that the Four Rockefeller Brothers are financially sponsoring little Tug himself to write a new Constitution to enrich the Brothers is, of course, something this little imp, speaking with a forked tongue, remains silent on. And he has, of course, just the right solution for all those *crucial* American legal ailments: A new Constitution -- designed along *Corporate Socialist* lines that would enrich his sponsors in the Rockefeller Cartel. Under this new Constitution, large private corporations assume several of the functions once held exclusively by Juristic Institutions -- such as criminal prosecutions, the regulation of business, issuance of commercial licenses, and, of course, there is no Trial by Jury. Rexford Tugwell shows off his true Gremlin colors by coming down on those great triple Gremlin irritants: *Laissez-Faire, Individualism*, and the *Independence* of national Sovereignty:

> "So much for the Constitution. But it did not end there; continuing suspicion of authority allowed *laissez-faire* to thrive beyond its time and allowable scope; and the propensity to contrive produced an affluence we did not use to advantage because we held to *individualism* and *independence* in theory although we created a system of social and economic complexes requiring integration and organic management. If these generalizations are accepted, they describe a curious and unanticipated outcome. It is not certain, for instance, how much of our affluence is owed to the *individualism* that now threatens to choke its own further growth...
>
> "Yet the myth of *independence* and *individualism* persists, mostly nowadays as a political appeal, but it furnishes assurances to unthinking citizens. These words are regarded with cynical tolerance by intellectuals; but they still have an appeal to the electorate, and they will until a more realistic approach has made its way into people's minds...
>
> "The laws establishing [administrative] agencies did not clearly recognize that the businesses involved were using resources belonging to the people, and lacking this, their authority to make allocations was hazy. They were handicapped also by the prevailing belief in *laissez-faire...*" - Rexford Tugwell in *The Emerging Constitution*, at 17, 27 and 145 [Harper & Row, New York (1974); Sponsored by the Rockefeller's *Fund for the Republic* in Santa Monica, California].

Notice what difficulty Gremlins like little Tug have in restraining themselves not to throw invectives at those heinous institutions of

*Individualism, Laissez-Faire*, and the *Independence* of national Sovereignty. Gremlins do not want *Individuals* to amount to something great on their own volition [they want men to remain boys, and for everyone to keep their diapers on by looking to Government for security, for protection, and as a source of remedies for society's problems]; they do not want *Laissez-Faire* [they want total top down Government control of everything, so that when Government controls it, then they can control it]; and Gremlins do not want the world divided up into multiple independent Sovereignties [they want a *One World Government*, under their control]. Those are the great Gremlin objectives, and getting rid of that United States Constitution --and everything else Majestic, Celestial, and developmental of *individuals* that it represents --is a glorious dream for imps to bask in. [For other attacks on the Founding Fathers by sponsored self-proclaimed "historians," see imp Charles Beard in *An Economic Interpretation of the United States Constitution* [The Free Press, New York (1913)]; who uncovered detailed financial profile information on the Founders, and then came to the conclusion, as he was paid to do, that the Constitution was just a legal instrument to self-enrich its creators. Like his brother Rexford Tugwell, *Charles Beard should be the very last one to talk*.] [return]

**[97]** If you *Conservatives* were smart, you would not consider donating money or voting for any candidate expressing sympathy with either the milktoast Democratic or Republican Party Platforms; such a candidate is no adversary of Gremlins. As far as I am concerned, if in fact the Gremlins can pull off this Constitutional switch at the impending Constitutional Convention, then they fully deserve the avalanche of benefits such a juristic instrument will generate for them. I admire victors of battles for their tactical *savior faire*, even though I may not be sympathetic with their doctrines or objectives. [return]

**[98]** "In connection with the attack on the United States, the Lord told the Prophet Joseph Smith [that] there would be an attempt to overthrow the country by destroying the Constitution. Joseph Smith predicted that the time would come when the Constitution would hang as it were by a thread, and at that time... the Elders of Israel, widely spread over the nation, will, at the crucial time... [participate by providing] the necessary balance of strength to save the institutions of Constitutional Government. Now is the time to get ready." - Ezra Taft Benson in *Conference Reports*, page 70 (October, 1961). [return]

**[99]** If you are unaware of the interest certain Gremlins have towards using that impending Convention for their own proprietary purposes, then consider these words from our Gremlin friend *extraordinaire*, Zbigniew Brzezinski:

> "The approaching two hundredth anniversary of the Declaration of Independence could justify the call for a national constitutional convention to reexamine the nation's formal institutional framework. Either 1976 or 1987 -- the two hundredth anniversary of the Constitution -- could serve as a target date for culminating a national dialogue on the relevance of existing arrangements, the workings of the representative process, and the desirability of imitating the various European regionalization reforms and of streamlining the administrative structure. More important still, either date would provide a suitable occasion for redefining the meaning of modern democracy -- a task admittedly challenging but not necessarily more so than when it was undertaken by the founding fathers -- and for setting ambitious and concrete social goals." - Gremlin Zbigniew Brzezinski in *Between Two Ages: America's Role in the Technetronic Age,* at 258 [Viking Press, New York City (1970)].

Those "social goals" that Brzezinski wants involve a *New Economic Order* which Brzezinski openly admits would seriously threaten "the traditional American values of individualism, free enterprise, the work ethic, and efficiency." -- but pesky little anachronisms like those are nuisances today, and his employer David Rockefeller has no room for nuisances. What David decrees is what's important, and David has decreed that Corporate Socialism is important.

# Invisible Contracts The Story of Banking

by **George Mercier** [Pages 194-228]

And that is the story of banking, in general; Profoundly juristic, and possessing little legal opposition [or shall I say, there is little juristic relief available anywhere for not recognizing and dealing with *government* bank accounts precisely for what they really are]. So those bank accounts Mr. Condo entered into are very significant and very profound legal devices of *conclusive evidence* that attach King's Equity Jurisdiction, and not just for you and me, but also for small merchants not physically involved with Interstate Commerce.[1]

While Mr. Condo ignored the wording on the bank account contract that specifically referred to the existence of other agreements he would be bound by, Mr. Condo went out and promptly did just the opposite of what his contracts called for: He started propagating factually defective and legally inaccurate tax advisory information (for which he charged a fee), and additionally, he went out and stood the King up by snickering at the prospect of providing any tax determination information whatsoever to the Secretary of the Treasury at all, claiming the protective penumbra of some rights found in a body of law not applicable to contemporary contracts. The *leit motif* of the United States Constitution, and of its operating appendage, the Bill of Rights, and of the underlying Articles of Confederation (which are still in effect), and of other related organic documents, is the restrainment of Government from functioning as a Tortfeasor; and these documents were never, ever, designed or intended to negotiate terms of contracts.[2]

We current Americans read the Constitution in the only way that we can: As Twentieth Century Americans up to our necks in juristic contracts. We look back to the history of that time of creation in 1787, and then forward slightly to the intervening period of application, but the ultimate question always recedes to the following: Just what do the words that our Fathers wrote in 1787 now mean in our time?[3]

So what the words of our Fathers wrote in 1787, to restrain the Federal Government under a selected handful of Tort Law factual settings, remains as words down to the present time that apply to factual settings sounding in Tort.

Additionally, there is a deeper correlative line to this question of vitiating excuse by ignorance. There are statutory laws, and there are judicial opinions, and they should be known.[4] However, in this direction, there is a rather large body of law out there, in full

force and effect in the practical setting, a body of law that has never been written down in any public place. This law carries the same and sometimes greater amount of operational weight as statutes themselves.[5] This corpus of law has its seminal point of origin in a multiplicity of different places, such as...

1. A phone call from Chief Justice Warren Burger ("I don't want this thing up here");

2. The policy pronouncements that State and Federal Judges generate for themselves in the quiet conclave of their Judicial Conferences;

3. The quietly circulated judicial Memorandums from the Supreme Court and State Supreme Courts ("... things will be done this way on these types from now on") that circulate down to lower appellate forums and district trial courts;

4. The informal rap sessions and lectures sponsored for Federal Magistrates by the Aspen Institute at their Wye Plantation;

5. And on and on.[6]

So now that state of affairs, that confluence of non-legislative laws intellectually influencing the Judiciary, raises the inverse question of basic fairness of applying those largely unknown, highly detailed and quite intricate laws that are out there floating around, to people like Armen Condo who do not know any of them, and could not be expected to reasonably know of them since steps are taken to limit their exposure.[7]

To the extent that Armen Condo is being held liable for terms of contracts he did not even bother to read, there can be no excuse by ignorance claimed.[8] To the extent that someone is held liable to the terms of laws deliberately hidden from his knowledge, ignorance is then excusable in this setting. So all factors considered, the bottom line on this ignorance line is this: People have to start taking some responsibility for their own affairs, and stop expressing somewhat passionate opinions that are in want of accuracy, and which expressions of discontent always try to shift responsibility for the act or non-act onto some other third party; in the case of Armen Condo, he came down on the King's Tax Collectors, the King's Attorneys, and the Federal Magistrate.

The fact that Mr. Condo did not know of his contracts is an interesting question; a question I would very much like to come to grips with if I were a Magistrate. When a Person starts signing

contracts, indifferent to the content and with an element of mild recklessness involved ("... it's just a checking account"), which contracts then refer to other binding contracts, and then a Defendant claims innocence through ignorance as an excuse to weasel out of his commitments, then there has to come a point in time when such a Person should pull his thumb out of his mouth and start to take some responsibility for the total content of the contracts he signs. When such claims of ignorance are interstitially placed in the defensive prosecution factual setting of someone who is totally and thoroughly convinced that they are absolutely correct (men like Armen Condo and Irwin Schiff), then there will come a point in time when mistakes have to be eaten, diapers have to drop, the reckless crudities of an earlier age are reversed, and the defective judgments exercised in a previous era (the decision to avoid learning the total content of one's contracts), collectively as a habit, are terminated, for good.

The only thing that would irritate me as a Judge would be the continuing refusal of such people before my Bar to see their error, given an explanation of why they erred, with the refusal to see their error due to their own intellectual shell they live in, and their intellectual prejudice against the King. For example, in one Such *Willful Failure to File* 7203 prosecution I examined in California, the Tax Protestor went through all the classic Constitutional Tax Protesting arguments in pre-Trial hearings. When the Federal Judge made the statement that:

> "... I think you are being used as a pawn by others to your own detriment."

the Tax Protestor snickered back his resentment at the Star Chamber treatment he was being given. But if given a few moment's thought, such a statement by a Judge is quite significant: Because it means that the Judge has a considerable basis of factual knowledge on Tax Protestors, their arguments, the foolishness of their position in a Contract Law grievance, and the fact that the Tax Protestor is up against significant damages by likely protracted incarceration, and that the Judge might be sympathetic to repentance. In contrast, if a Judge ever blurted out those words to me as a Defendant, I would be on his case forever to find answers to the big question the Tax Protestor missed: Why, by whom, and how? And that difference in handling Judicial Rebuffment emulates the true seminal point of error that explains why Tax Protestors like Armen Condo mess up: They are not in a teachable state of mind, and they are their own worst enemy. If a Federal Judge told me that line in a prosecution I was going through, after having found out my error (that I was up to my neck in contracts with the King, and that my defiance was unethical and improvident), I would immediately capitulate, admit my error, sign it, file it, pay

it, eat it: But the next time around, after having learned my error on that point, the IRS would have a different slice of meat to deal with.

That model scenario of how I would have handled that 7203 Prosecution the Tax Protestor was going through (and whose appeal was properly denied and is now incarcerated) emulates a scenario I went through on a *Right to Travel* Case I picked up. I once sent my Driver's License and "Cancellation Notice" back to the state department of motor vehicles, but the rescission was bureaucratically rebuffed with the explanation that no provision for the licensee's cancellation existed in state statutes; I knew the rebuffment had some merit to it, since those statutes formed the body of my contract where I initially applied for the Driver's License. I made several tactical mistakes back then; but I had made the fatal mistake of listening to Patriot Clowns who, while protesting State Highway Contracts, exaggerated the legal significance of the existence and non-existence of the written Driver's License document itself, telling me that the Driver's License was *Evidence of Consent*, and that the absence of which precludes the rightful assertion of a contract regulatory jurisdiction over motorists.[9]

As I will explain later on, contracts never have had to be in writing to be judicially enforceable; the practice of stating the contract in writing is actually of recent historical development, since writing instruments and common literacy are quite relatively recent developments of technology. But after fielding numerous advisory opinions and getting a feel for the most likely statutes the Prince would later be throwing at me as I defied his Highway regulatory jurisdiction, I figured then that the best way to get the License cancelled was either by Declaratory Judgment, surrendering it to another state, or by getting it revoked by the state itself; By failure to pay a ticket fine. I knew that judges don't like people who drive on revoked Driver's Licenses (noticed that I said revoked, not suspended), but that alluring element of risk and naked defiance only enticed me all the more and so I decided to give it a whirl. I had done my homework: Several hundred motions and demands were on my computer, just waiting for a Case Number to throw at a judge and his Star Chamber Traffic Court. I picked up a speeding ticket and after questioning the Administrative Law Judge several times about the legal relationship in effect between the state and a person holding a revoked Driver's License, I was convinced that this was the way to go, after all, my legal mentors (Highway Contract Protestors) had counseled in this direction --they insisted that where there was no Driver's License, there was no contract; and so I told the Administrative Law Judge that I would never surrender a dime to him. Hearing that defiant line from me in public, the judge revoked my

license on the spot. I walked out of the Hearing Office, took the plates off my car and tossed them aside.

Some months later, after leaving the office building where I had been at work for the day, I knew when getting into my car that the big scene was going to happen that night. I was on my way home from work that night when I was finally stopped and charged with several heinous misdemeanors [revoked license, failure to stop when ordered, and resisting arrest (which means demanding your rights), among others]. That Sheriff's Deputy did not have to stop and throw a prosecution at me, as other numerous police patrol cars had ignored my absence of license plates.[10]

I remember that I thought I was in some type of a *larger than life* Hollywood movie production on that summer evening at the scene of the arrest. While filling out that NCIC Data Sheet of their's on me, the arresting officer asked me a very reasonable question: Gee, George, why were you driving on a revoked Driver's License? My response was to throw a few interesting Supreme Court quotations at him, whereupon he called for reinforcements and then turned me over to his commanding lieutenant; his lieutenant in turn then blew his top when I refused to consent to have them search the trunk of my car.[11] I was taken out of the patrol car, re-searched again, and then thrown back into the patrol car; but now the lieutenant changed his strategy in his attempt to get me to give my consent to let them search the trunk of my car, by pulling off a hybrid variant on the old *Mutt and Jeff* police tactic.[12]

But it did not work.

The arrest operation had lasted across several hours; the Sheriff's Department had called out nine patrol cars and had detoured traffic around the arrest scene [they just love to put on a big production, after all, this highway is *their* kingdom]. They probably resented the *sub silentio* Statement I was making by wearing very expensive business clothes and carrying a large amount of cash on me, while stingily refusing to spend so much as $18 to register my car. But I had a hunch that they resented most of all my cackles and giggling, which I had a difficult time restraining -- after all, this was a criminal arrest, this was heinous, I was supposed to "have done something wrong," I was supposed to have been feeling guilty, I was supposed to have earned a spanking.[13]

I was in the patrol car facing West, so the large evening sun was setting over the roof of my car parked in front of us, and just like in some Hollywood *cliche* scenario, the Sheriff's Deputies had a small army of scavenger like silhouettes working my car over, taking

whatever they could find in it, tossing it out on the road, and uttering salty frustrations at their legal disability to search my trunk without my consent.[14]

After having decided that they were not going to find anything in the car to justify throwing another slice of *lex* at me, they had one last item of business to attend to -- they wanted to make sure that I understood that this Government Highway was *their* kingdom, and so they were determined to wipe that sneaky grin off my face.[15] So they decided to make their closing Statement for the evening by dragging me in front of a judge, and then throwing a Criminal Arraignment at me.

At the Arraignment, I interrupted the Judge as he was reciting the charges to ask a very simple question: Is this a *Court of Record?*

In response, the Judge threw an invective back at me that did not answer the question asked; rather his little deflectional snort was to state that he was just not a very good Judge to put such a question to. My response was to state that I was not a very good individual to throw a Prosecution at -- and with that, the Judge's face distorted into a dozen different directions; I had his giblets into a 42 U.S.C. Section 1983 cracker for conducting an Arraignment without a transcript being made. The furious Judge now had an Adversary who apparently knew just enough to make him dangerous, so the Arraignment was moved into another room and started over again.

I was up against some two years incarceration, but that really did not concern me. In the following weeks, after starting to hear some of my arguments in pre-Trial hearings, circumstances came to pass (after I was threatened with a 30-day commitment at the State Hospital for a Psychiatric Examination because I had continuously refused to hire a lawyer),[16] where I was alone with the part-time state judge in his law office [I went to his law offices to serve him with an Emergency Appeal Notice, but the judge invited me into his own office for a chat, and so I had it out with the judge, right then and there]. I did not know it then, but the judge did not want the Emergency Appeal being heard before appellate judges. The meeting lasted for several hours, and the judge explained to me in a round about and vague way how I was wrong on the merits of the large volume of Tort Law arguments that I had thrown at him. He talked to me evasively about the duties of Citizenship (which is a Contract Law relationship), and how Licenses revoked by the state are in a special status where Contract Law still applies, although he did not specifically explain to me just why this is so; which means that I asked the Administrative Law Judge the wrong questions.[17]

When I probed deeper to extract detailed information as to whether it

was the revoked nature of the old Driver's License that continued to attach a regulatory jurisdiction, he said loosely that my revoked License status was not relevant in holding me to those Motor Vehicle statutes, and that I could be held to those statutes even if I had never applied for a License. And so, even though I knew that he was withholding from me some Law that I wanted to know, I quickly reasoned that I was wrong not just for one reason, but for several substantive reasons, so I capitulated immediately, and the judge offered to give me a qualified dismissal, his head hanging down looking at the floor, probably finding his protracted conversation with some occasional sharp technical exchanges on the Law, particularly in the Counsel area, to have been simply incredible. And the prosecution so ended, quickly and unexpectedly. Suddenly, my *Right to Travel* Case, that I thought I would be arguing on appeal, just fell apart and collapsed right in front of me; my Case that I had spent so long in preparation and in building up an air-tight defense line just vanished from underneath me; all of the incredible amount of time that I had spent researching and writing my large volume of justifying defense arguments, of digging out large volumes of Highway Cases from the 1800's, and all of my meticulous records preservation of an arrest scene factual setting where rights were demanded... all of that went out the window for a reason that I never originally contemplated, a reason that I never thought of, and a reason that I never even considered as probable as I was writing those copious Tort Law arguments: An invisible contract I had no knowledge of, that suddenly made an unexpected appearance. Yes, an unknown and invisible Highway Contract was actually in effect when I was driving around without a License in effect; a contract was in effect that my legal Patriot mentors had specifically and adamantly told me did not exist (since I was not using the Highways for a Commercial purpose and my Driver's License did not exist). But the Patriot advisors were point-blank wrong, and the contract did exist, as I will explain later; and the contract was invisible, and I have no recourse at all to my legal Protesting mentors who led me to the false conclusions that they did. And now I know, in a very real way, what a Witch or Bolshevik Gremlin will be feeling like at the Last Day before Father; having spent so much time and careful preparation in developing a line of defense to win a known impending Judgment, but it was all for naught as one tiny little invisible contract I had no knowledge of nullified my entire array of Tort Law arguments, up and down the line. I have some compassionate remorse for those poor Gremlins, as I know what they are going to be up against at the Last Day, and it isn't very pleasant. And just as I have no recourse to the Patriot clowns I listened to who exaggerated the legal significance of the Driver's License as being "the contract", so too will the world's Gremlins have absolutely no recourse to seek a redress from their mentor, Lucifer, who is now also

leading them astray for the identical same reason: Important factual knowledge is being withheld from the Gremlins on the existence of an invisible Contract in effect with Father from the First Estate, which nullifies their Tort defense arguments and damages vitiation justifications. After I subtracted out my Tort Law related arguments that the invisible Highway use contract nullified, only a handful of procedural errors still remained (at that pre-Trial stage); I also had an interesting administrative estoppel, and also a strong automatic conviction reversal on the Counsel issue, but none of these were *on point* to the *Right to Travel* question itself that I had been juiced up to argue on Appeal.

Unlike Tax Protestors, I have no interest in trying to argue Rights and numerous procedural deficiencies, while coming up to the appellate courts on the left side of the factual issue: Because the most important element of your defense is the factual setting, and that instant factual setting favored the Prince, as viewed from a judicial perspective: Multiple invisible contracts were in effect that I had no knowledge of. As I will explain later, when I used that Government Highway, I had accepted a special benefit that the New York Prince had conditionally offered to me -- offered with expectations of reciprocity being held by the benefit's donor, and so now an invisible contract was actually in effect. Unlike Tax Protestors, I am in a teachable state of mind, and so when a judge is trying to explain serious and fundamental error to me (as distinguished from mere philosophical disagreement with my defiance), I listen.

There is wisdom in selective capitulation. For example, like being in a jail processing center and having 6 jail guards on you with choke holds to drag your fingerprints out of you through your blood, there are some circumstances where your failure to capitulate is to be discouraged. And that Tax Protestor from California I mentioned earlier, being up to his neck in contracts with the King, should have capitulated for his own good; his defense was lousy and his "Recessions" were never filed timely, and so he should have capitulated for that reason alone. Criminal prosecutions are adversary proceedings, and even if you are correct, your failure to explain why to the Court is necessarily fatal, when certain invisible juristic contracts the Judge has already taken *in camera* Judicial Notice of, are *prima facie* Evidence of your taxation liability. Yet, there is a tremendous amount of value to be gained by being "Hardened" experientially, and our willingness to get our feet wet and be prosecuted even though we may be technically wrong for different reasons, will later prove to be to our advantage; as the Bolshevized threats of future Kings to pay or else be incarcerated, while shocking everyone else into submission, will fall on our death ears.

For people like Armen Condo and Irwin Schiff, who have such strong political feelings against the King, this internal bias of their's is obscuring their own practical judgment. So correctly understood, addressing this Armen Condo/Irwin Schiff manifestation of sloughing off responsibility for their acts and relative state of factual knowledge onto third parties "... it's the King who's wrong, not me," more important than the problem of exercising judgment on a limited slice of the available facts, is the problem of they're not being in a teachable state of mind. When I sent Armen Condo that Letter, his reaction was to quickly toss it aside in the context of oral derogatory characterizations. Someone else found it and pulled out of it things Armen Condo saw, but never read. So the distinction between Armen Condo and the other fellow was that one was in a teachable state of mind, and Armen Condo wasn't. As a Judge, I could overlook ignorance when the now enlightened Defendants wants to remedy his prior misdeeds (negating the *corpus delicti* question of damages), but a non-teachable *person* gets committed to a cage: His own worst enemy isn't the King, it's himself.[18]

It is very much highly moral and proper for the Judiciary of the United States to forcibly extract a 1040 out of Taxpayers: Because the mandatory disclosure of information in a 1040 is identical to the disclosure of information that is routinely extracted out of adversaries in civil litigation (called "Discovery");[19] and in a King's Commerce setting, where the Taxpayer experienced financial enrichment and Federal Benefits in the context of reciprocity being expected, the Taxpayer and the King are in a Contractual relationship where Tort Law Principles of fairness and privacy are not even relevant.

One of the reasons why the circumstances surrounding the initial execution of a contract, the contract's existential *raison d'etre*, of any contract in Commerce is important is because the judicial enforceability of the contract drops a notch or two into another Status altogether if the deficiency element of either party never having experienced any benefit from that contract surfaces during a grievance as an attack strategy. This requirement of experiencing a benefit is very important in American jurisprudence, and properly so, since it is immoral and unethical to hold a contract against a person he received no benefit or gain from. In this case of entering into bank account contracts, could someone please show me how any person could possibly have a checking account or a bank loan, or any type of credit or depository relationship with a bank, and not experience a hard tangible financial benefit? This places Judges in a difficult position in that if they simply toss aside and annul contracts because one of the parties involved doesn't feel like honoring some

uncomfortable terms the contract now calls for, but that same nonchalant party does not want to give up or return any of the financial benefits they experienced under the life of the contract, then by examining the prospective consequences of potential annulment, we find that the Judge is actually in a difficult moral position for not enforcing the contract: Because the nonchalant party gets away with the illicit retention of hard financial gain they experienced through the operation of the contract -- if that prosecution ever gets dismissed.

This is a contributing reason as to why Federal Magistrates come down so hard on, and so openly, brazenly, and freely snort at "Tax Protestors," so called, (and with so little concern for their being reversed on appeal), who are dragged into their Court by the King's Agents on an administrative contract enforcement action -- *Willful Failure to File*: Because a Commercial contract was in effect, the Judge knows that the Defendant has experienced financial gain from that contract, and that now letting the Defendant out of the contract is immoral.[20]

But be advised that nothing I have said so far relates at all to the liability for the payment of the Excise Tax on personal incomes (the so-called Income Tax). Even though the Income Tax is an Excise Tax, it is also a Franchise Tax and several other things. This is why Federal Judges openly snort at folks making a defense to the Income Tax, so-called, or its administrative mandates in Title 26, based on deficiencies claimed from its Commercial Excise Tax application perspective. In Federal Appellate Circuit Courts, attorneys who argue the "Income Tax is an Excise Tax" line for the clients are sometimes fined. What those lawyers do not concern themselves with is that although the Income Tax has been characterized on occasion by Federal Courts has being an *Excise Tax* in reported opinions, such a characterization is not exclusive; additionally, the meaning of just what an *Excise Tax* is has been organically enlarged over the centuries. Your arguments, documenting the deficiencies in the Income Tax as an Excise Tax as applied to your client, are only valid and legitimate, if and only if, your client has previously cut and terminated all other adhesive attachments of King's Equity Jurisdiction, of which the Citizenship Contract is an important item, so that the only remaining disputed area of Equity Jurisdiction left over involves questions of voluntary entrance into Interstate Commerce, an area of Law very much appropriate for an Excise Tax. Then, and only then, do your arguments get addressed by Federal Magistrates. But such a pure and lily white person is extremely rare today, and such a pure and clean rescission out away from King's Equity is a tactically difficult thing to do, even when you are

planning it in advance and are trying to do it. If your client has other attachments of Equity Jurisdiction on his Person, and you lawyers argue Excise Tax deficiencies on Appeal, then without even addressing the substance of your Excise Tax deficiencies, your arguments are patently stupid on their face: Because you have only told the Federal Court somewhere between 3% to 8% of what they need to hear. What about the other 95%? What about the other attachments of Equity Jurisdiction the King has on your client? What about them? Why are you silent on those attachments?[21]

Those rubbery little lawyers, stealing money from their clients in the form of an advisory fee, are in the same sinking boat that many Patriots are in: They look for deficiencies in the King's Charter and in his statutory *Lex*, rather than explaining error to the clients. But they are out for his money, and his best interests are the last thing that lawyers concern themselves with -- but what is really sad is that lawyer's do not even know the Law they fraudulently purport to be schooled in.[22]

Patriot arguments on the Federal Reserve System and its circulating Notes are in a very similar situation: Because the Congress has more than just the *gold and silver coin clause* of Article I, Section 8 as its source of jurisdictional authority to create the Federal Reserve, so now Patriot money arguments that attack only Article I, Sections 8 and 10 are extremely deficient in substance on their face without any detailed examination into their merits, and this is true even though your Article I, Section 8 arguments are technically accurate, of and by themselves. So arguing the monetary disabilities inherent in the *Gold and Silver Coin Clause*, like arguing the Income Tax/Excise Tax line, is only a very small piece of the argument pie that Federal Judges need to hear; and after you have heard a larger story of the King's Taxing Pie in this Letter, you may very well realize that you cannot correctly argue certain favorite Patriot defense lines, and that Federal Judges are not Fifth Column moronic Commie Pinkos many folks out there want to think that they are. The Income Tax is highly moral, ethical and correct at Law since mere contracts are being enforced, and it is your probing for technical outs, while retaining the benefits you experienced under the King's benefits handout under the contract, that is immoral. In any event, the snickering at Federal Judges that has been going on in Patriot closets and corners for so long, will soon cease.[23]

From the King's perspective, liability for payment of the Income Tax has several dozen independent and non-related points of attachment. For example, if you have so arranged your affairs to fall outside the reach of the King's Interstate Commerce Taxing powers, that does not

vitiate your Income Tax liability, as the King can very much tax other types of state created franchises not related to Interstate Commerce and additionally can tax your acceptance of national political benefits, among numerous other things. So I hope you read this Letter from the perspective of having an open mind, and try to understand the broad overall picture involved.[24]

Before listing out some of the more important points of attachment the King has on us to adhesively attach our liability to his proposed Title 26, a general Principle applicable to Equity Relationships needs to be discussed. In these Equity participation arrangements, an obligation for us to pay can arise and be well founded under Natural Law, without any prior written contract to pay having been signed. For example, if someone were to call up his friend, the President of Pan Am Airlines in New York City and make unusual arrangements to lease a jet without any written contract at all, and then start an airline with it, and sometime later you as the leasee defaulted and refused to pay, that Oral Contract is very much enforceable in a contemporary American judicial setting, with only the amount of money damages due remaining disputed. Here in New York State courts, Pam Am, even without a written contract, is entitled to what we call in New York State CPLR (Civil Practice Law and Rules) an *Accelerated Judgment* on the money damages due question. So I don't have any objection on the policy of the IRS to make their findings of money damages due, under similar chronologically accelerated circumstances, when an attachment of Equity Jurisdiction is present through the acceptance of federal benefits -- this creates an invisible contract. The reason why the King has the right to summarily assess the amount due under unwritten contracts, when you and I might have to have a protracted Trial setting to settle disputed amounts of money, is because the King publishes the terms of his contracts out in the open in his statutes; so such a Public Notice nature of the King's statutes is deemed by Judges to settle the question of the amount of money damages due. So the only question left to the IRS to address is simply whether or not you are a Taxpayer, and properly so. So by reverse reasoning, the only way out of the Income Tax, on grounds harmonious with Natural Law and the United States Supreme Court, is to so arrange your affairs as to preclude the attachment of liability to Title 26 altogether as a non-Taxpayer, not in Commerce, and not a recipient of Federal Benefits, and that is a difficult thing to do, generally speaking. And this hypothetical Oral Contract we entered into with Pam Am is very much enforceable without anything ever having been written own at all: And this is where Patriots mess up most. We have been conditioned to think that *it's what is in writing* that is important, and that when you sign the paper, then that is the contract -- not true at all. Remember that paper, ink, and general literacy are only recent

technological developments surfacing in various stages throughout the Middle Ages; the printing press has only been around since the 1400's. How did the Law operate when there was no paper, ink, and no one could write because there was no general literacy? As you will see throughout this Letter, the Law operates on an evidentiary showing that benefits were first offered conditionally, were accepted -- and so that now is the contract.[25]

If the idea of leasing a fleet of jet aircraft, or even just renting a single jet aircraft seems too grandiose an object to relate to, then the Principle of liability discussed in the Oral Contract Pam Am jet leasing example can be factually re-presented with a simple, common everyday example. Suppose you searched through the Yellow Pages, found a roofing contractor listed therein, and then invited the contractor over to your home for an inspection and a bid. The contractor makes an appearance at your house and quotes you a price and a starting date, which you approve of, and so now the contractor goes ahead and lays down a new layer of shingles over your existing shingles. Let's say that you are a cheap deadbeat, and you are trying to get a new roof laid on your home for nothing. After the work is finished you now refuse to pay, rationalizing to yourself that since the "... dumb contractor didn't ask me fer no contract, I don't owe him nutin'."

Just like Highway Contract Protestors, who propagate lawfully defective advisory information to the effect that where there is no written Driver's License in effect, then there is no contract in effect; as the owner of the house you convince yourself that since that *seemingly dumb* roofing contractor never got a written contract out of you, that therefore there is no contract in effect. Your thinking was that you have succeeded in pulling a fast one over on the contractor (because the *dumb* contractor when right ahead and did the work anyway without any written contract in effect).

> Question: Does the contractor need any written contract on you to collect his money by Court action?
>
> Answer: No, absolutely not.

A typical procedure the contractor would use to get his money out of you would be to file a *Mechanic's Lien* on your property, and then start an action to perfect Judgment against you, possibly limited to an *in rem* proceeding in some states, and thence to initiate a foreclosure action on his Lien. Whatever deficiency he fails to acquired on the forced Referee's Sale of your house, he can take on any other asset you own (if his judgment was *in personam*).

Yet, during Court proceedings, no written contract was ever presented to the Judge to prove that a contract existed. So where do Judges get

off on the idea that a contract is in effect, just somehow? The reason why an invisible contract was in effect is because you had accepted the benefits that the roofing contractor had offered to you, conditionally. This means that the contractor offered you the benefit of a new layer of asphalt, subject to the condition that a set sum of money be transferred over to him on his completion of the benefit. So the homeowner accepted benefits where reciprocity was expected in the mind of the benefit's contributor (and the roofing contractor is the person contributing the benefits of a new roof to that contract). So even though no written statement of the contract was ever created by either party, the contractor very much gets a judgment against you as the homeowner, and also gets to foreclose on your house, as well. And all of that takes place very much in close harmony with Nature -- and nothing was ever signed, and nothing was ever written down. Yet, according to Protestor liability standards, no contract was in effect -- but the Protestors are seriously in error and are incorrect. But by the end of this Letter, you will see that there is an identical relationship in effect between cheap home owning deadbeats who refuse to pay contractors for benefits accepted, and numerous Highway Contract Protestors and Income Tax Protestors out there, who think that they are being politically cute, somehow, by refusing to return the reciprocity that an invisible contract they entered into calls for. Yes, you Protestors are deceiving only yourselves by believing that unless the contract is in writing, that it is unenforceable or otherwise nonexistent. After reading to the end of this Letter, I might suggest that you come back to this area and reread this exemplary presentation, as it will trigger close parallels in your imagination between cheap people, trying to get a new roof for nothing, and Tax Protestors you are possibly acquainted with, who also refuse to reciprocate and pay for benefits that were previously accepted.

Yes, the Law operates out in the practical setting, and not on paper, and you Highway Contract Protestors are really missing the boat.[26]

So, do we really need a written contract on someone in order to bring them to their knees? The answer is, no: No written contract is required by any one in order to work someone else into an immoral position on the default of non-payment of money or some other technical contract requirement, just like Pan Am did to us in the oral jet lease example, and just like the roofing contractor did to the homeowner. No written statement of the contract is now necessary in the United States, or ever was necessary, going clear back in chronology to the Garden of Eden.[27]

However, in order to perfect judicial contract enforcement, it is

required that you adduce evidence that a benefit was accepted by the other party against whom you are moving, and additionally, that the other party wanted to experience the benefit that you offered to them conditionally. This is a key Equity Jurisdiction Principle to understand in defining a relationship with your regional Prince; because the Prince does not need any individually negotiated, custom written contract from anyone in order to rightfully and properly extract money out of them in a civil extraction proceeding, or otherwise assert a Regulatory Jurisdiction against them out o those highways; Like the Prince, the King also has his written *prior notice* and *public notice* statutes to point to, and so all the King now needs to do is to adduce some evidence that you experienced a benefit the King offered, and it then becomes unethical for the Federal Magistrate to work an immoral Tort on the King by restraining the unjust enrichment by the acceptance of the King's benefits. Do you see what a difficult position a clever King has worked Judges into -- anyway the Judge rules in your favor, on the merits of the case, is to defile the Judge.

*Question*: Did the jet's leasee want to lease the jet and experience a benefit by using Pam Am's jet? Certainly. The idea of wanting a benefit is an important one, since if a benefit is forced on a party who objects, the benefit then becomes a gift and no reciprocating obligation arises to pay for the benefit, even if the benefit is experienced by the default of the Grantee to take the benefit back. This *Benefit Acceptance Doctrine* applies to both tangible as well as intangible benefits. The King's Scribes in the Congress, who write the King's *lex*, addressed this same question by way of an analogy in 1970 with an amendment to the U.S. Postal Statutes regarding the mailing of unordered merchandise.[28]

So, in Equity Relationships where contracts govern, no formal written contract is necessary to work someone else into an immoral position on their deficiency of *quid pro quo* reciprocity through the nonpayment of money to you. And when the King is a party to an unwritten and invisible contract, otherwise disputed factual setting arguments surrounding the *amount of money due* question are not applicable (when the King is a party), due to the prior *Public Notice* effect of his statutes (and therefore Persons entering into Equity Relationships with the King have already consented to the *Amount of Money Due* terms). If anyone ever tells you that our King is dim witted or dumb, get rid of such a person but quick.[29]

So although written contracts are not that important, of and by themselves, in terms of attaching and detaching liability, however without written statements of the contracts being signed by the

parties, it is then required that expensive and protracted trial litigation be conducted just to prove the content of the contract -- since the other party in default will always just lie about it and deny liability, and you in turn then have to "over prove" the other party's lie (called the *Preponderance of the Evidence*). You avoid all of that protracted mess (assuming that you want to win) by simply getting the other party to make written admissions as to the content of the contract, and then you can deal with the enforcement of that contract at a later time in chronologically accelerated Summary Judgment Proceedings (meaning just brief *Law and Motion* Hearings). So it is for the economy of the contract's judicial enforcement that the written statement of the contract then becomes important: For economical reasons, by being able to present the Judge with a non-disputed factual setting through written admissions, and thereby avoid the cost, expense, and delay of a trial, and of avoiding the financial cost of calling in witnesses to over prove the position of your adversary, since in civil grievances, the party possessing the *Preponderance of Evidence* prevails).

Mindful of that government Principle hanging in the background, we will now consider the following points of attachment of King's Equity Jurisdiction on us all...

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**[1]** In the Slip Opinion to *United States vs. Paul Campo* (2nd Circuit, Decided October 1, 1984, Docket #83-1370), a Manhattan Discotheque called "The Funhouse", which was not physically involved in Interstate Commerce (since when does walking into a business down the street in New York City mean crossing state lines?), became a business legally involved in Interstate Commerce by virtue of bank account contracts in effect with the King, and once the bank account relationship was established between the King and The Funhouse, as Mr. Campo's Commercial *alter ego*, criminal liability for penal statues in Title 18, otherwise restricted to participants in Interstate Commerce, then attached, and the end result being that Mr. Campo was convicted of violating the *Hobbs Act* (Title 18, Section 1951). [return]

**[2]** "The Constitution has been remarkable for the felicity of its arrangement of different subjects, and the perspicuity and appropriateness of the language it uses [meaning the quality of clarity in meaning and understanding of ideas]." - *Dred Scott vs. Sandford*, 60 U.S. 393, at 439 (1856).

Although that is true, nevertheless, Clauses governing Commercial contracts are excluded from its language, and hence, the Commercial Contract is excluded from the reach of its restraining Congressional mandates; with the result being that Commercial Contracts operate on

their strata free from Constitutional supervision, and the Constitution cannot be used as a tool by either party to try and overrule, out maneuver, or otherwise weasel out of a Commercial Contract. [return]

**[3]** What is their applicability to the factual settings of today?

> "Time works changes, brings into existence new conditions and purposes. Therefore, a principle to be vital must be capable of wider application than the mischief which gave its birth. This is particularly true of constitutions. They are not ephemeral enactments, designed to meet passing occasions. They are, to use the words of Chief Justice John Marshall, `designed to approach immortality as nearly as human institutions can approach it.' The future is their care and provision for events of good and bad tendencies of which no prophesy can be made. In the application of a constitution, therefore, our contemplation cannot be only of what has been, but of what may be." - *Weems vs. United States*, 217 U.S. 349, at 373 (1910). [return]

**[4]** "It is a familiar fact that in every English speaking community the body of law is divided into two portions: First, the so-called judgemade law, which is to be found in records and reports of the decisions and sayings of judicial officers; and second, the statute law, which consists of enactments by Parliaments, Congresses, or Legislatures, together with executive regulations and municipal ordinances adopted under powers lawfully delegated by legislative authority. According to the theory of English jurisprudence, the so-called judgemade law was not made by the judges at all, but existed, although not written, as the ancient and general custom of the English speaking people, and in the shape of ethical rules which they had tacitly recognized and adopted; but the authoritative evidence of such a custom was the decision of a court, and by the *Doctrine of Stare Decisis*, such a decision when once made became Conclusive Evidence -- conclusive within the territorial jurisdiction of the court until overruled by some higher tribunal -- conclusively establishing the existence of some rule which thereafter could not be changed except by legislative enactment.

> "This judgemade law has been called by its admirers the perfection of human reason; and theoretically there is no other good method equally efficacious of finding out what is the true rule of law applicable to any given state of things. It may be well to analyze the theory of judgemade law and to recall to mind the reason why it is theoretically superior to the work of the wisest legal philosopher, in order that we

may realize more clearly why the theory is becoming less and less justified by the practical results." - Edwin Whitney in *the Doctrine of Stare Decisis*, 3 Michigan Law Review 89, at 91 (1904). [return]

**[5]** "Much of our law is not expressed in statutory form. Important parts of almost all subjects, and all, or nearly all, of the law on many subjects is expressed with binding authority only in the recorded decisions of the courts. When a case is presented to a court for a decision, prior decisions in cases involving more or less similar questions are precedents from which rules for the guidance of the court may possibly be derived. A rule thus repeatedly recognized through its frequent application by the courts becomes a principle of the common law. The greater the number, variety and importance of the transactions to which a principle applies, the more fundamental the principle. The decisions of the courts as a source of law are not confined to subjects on which no legislative provision exists. It is true that a statute may so minutely describe all the situations to which it applies that the courts have no other duty in connection with its application than to ascertain the facts of the case alleged to come under its provisions. The great bulk of our statutory law, however, is not of this character. Practically all statutes relating to substantive law contain one or more provisions sufficiently general to raise a doubt as to their proper application in some cases. Such a doubt can be resolved only by the decision of the courts." - *Report of the Committee on the Establishment of a Permanent Organization for Improvement of the Law Proposing the Establishment of an American Law Institute*, at 66, dated February 23, 1923 in Washington, D.C. [American Law Institute Library, Philadelphia]. [return]

**[6]** Just what factors do come into play to mold, influence, shape and direct the judgment exercised by a judge has been a subject of considerable thought by numerous authors. See a composite blend of numerous authors writing their views in *Science of Legal Method* [The Boston Book Company, Boston, Massachusetts (1917)], discussing such various topics as "Judicial Freedom in Decisions" [which is not permitted in France] and its Principles, necessity, method, and equity. Jerome Frank also once wrote a lengthy book entitled *Law and the Modern Mind* [Coward McCann, New York (1935)] explaining the many influences at work when Judges write an Opinion. Even hunches enter into judicial decisions -- see Joseph Hutcheson in *the Judgment Intuitive: the Function of the `Hunch' in Judicial Decisions*, 14 Cornell Law Quarterly 274 (1929). [return]

**[7]** "The principles of the common law are developed by the slow process of judicial decision. The power that makes may modify and

hence the common law has a flexibility which the statute law does not possess. A court may consider all facts of a case with a view to recognizing in any one or more of them a just cause for an exception to a previously recognized principle. Some uncertainty in the ramifications of the common law is therefore inevitable. It would exist although there was general agreement on clearly expressed fundamental principles, but the possible uncertainty is increased because unfortunately no such general agreement exists. It is not the duty of our courts to set forth the principles of the common law in an orderly manner, or even to express or explain them, except in connection with the application of one or more of them to the decision of a particular case. To obtain even an approximation to such an agreement on fundamental principles these would have to be set forth by public authority or by an agency commanding the respect and attention of the courts. There is no such agency, and this lack of general agreement on fundamental principles is the most important cause of uncertainty in the law." - *Report of the Committee on the Establishment of a Permanent Organization for Improvement of the Law Proposing the Establishment of an American Law Institute*, at 68, dated February 23, 1923 in Washington, D.C. [American Law Institute Library, Philadelphia]. [return]

**[8]** People who sign contracts have a duty to read the content of the contract. For a legal commentary on this subject of Contract Law, see *A Duty to Read -- A Changing Concep*t, in 43 Fordham Law Review, at 341 (1974). [return]

**[9]** The Patriot community isn't the only place where clowns are to be found; some like to convey the image that their intellectual status carries weight, like Professor Raoul Berger of Harvard University, who wrote *Government by Judiciary: the Transformation of the Fourteenth Amendment* [Harvard University Press, 1977]. He writes how the Supreme Court has departed from the Framer's original intentions of 1787 through the 14th Amendment, and he attacks the Supreme Court as being "... A grave threat to American Democracy" -- Not a surprising conclusionary Statement for an *Intelligentsia* clown to make, since his point of beginning was also defective: The United States was designed by our Fathers to be a Republic, not a Democracy, and the Supreme Court is not responsible for the enactment of those *after Ten* Amendments which turned everything upside down [I will discuss later on that it was known, for example, before the Ratification of the 14th Amendment, that its impending enactment would very much create precisely these Federal-State power reversals that Raoul Berger incorrectly throws causality invectives at the Supreme Court institutionally, rather than at the 14th Amendment, which the Supreme Court was not responsible for ratification]. [return]

**[10]** Considerably study has been given to the motivation, drive, and giblet cracking behavioral incentives that trigger some police to make an arrest and create damages, where other people simply turn around and walk away from it -- seeing no damages, they create none in response. See a research article by Goldstein entitled *Police Discretion Not to Invoke the Criminal Process*, 69 Yale Law Journal 543 (1960). [return]

**[11]** The police have a long history of getting huffy with folks. Back in the days of Colonial America, they were sometimes known as the *Inspectorate*, with Inspectors who secured compliance with the law by regulating a host of environmental and social situations and exchanges. For example, there were Inspectors of chimneys who claimed to have the right to enter into any house and determine whether or not a chimney was made of wood; there were Inspectors to check for the presence of pigs in the streets; and there were Inspectors to oversee the compliance of market commodities, weights, and measures with applicable standards. Among the general powers held by Inspectors were those to license, exact compliance, apprehend, enter private places without prior notice, and serve public notice. It was not uncommon to have several dozen such Inspectors in small communities, prowling around looking for something heinous to throw a prosecution at. Later on, these Inspectorial, Watch, and Constabulary functions were merged to form Police Departments in the 1800's. Over a period of time, municipal governments separated these functions, with the Watch and Constabulary functions becoming the task of police patrol; and the administrative Inspectorial functions being transferred to specialized departments or agencies of municipalities. For a detail study of the *Inspectorate* in Colonial America and of the origins of the first police departments in the United States, see S. Bacon's Ph.D. dissertation at Yale University, entitled *The Early Development of American Municipal Police: A Study of the Evolution of Formal Controls in a Changing Society* (1939). [return]

**[12]** What is called the *Mutt and Jeff* technique by the Supreme Court is a criminal interrogation procedure commonly used whereby the police will present a pair of policemen -- both a friendly and an unfriendly type -- to interrogate the suspect. In my case, after the tough cookie lieutenant realized that his blowing his top was not going to trigger my consent, next they sent over a *very nice* and smooth Sheriff's Deputy -- who just wanted to be so nice and friendly and passive about the whole thing, that he would keep that hot head lieutenant at bay and off my back if *he* could just search my trunk. Well, they finally gave up and stopped asking for my consent altogether to search the trunk when I told Mr. Nice Guy that the consent they sought would not be forthcoming regardless of who they sent over to talk to me. So a

*Mutt and Jeff* tactic is where the police will present to someone two opposite and contrasting personality extremes, in order to trigger the desired admission/confession/consent, etc. In describing the *Mutt and Jeff* tactic that the police love to use, in the application of its use during interrogations, the Supreme Court has said that:

> "... in this technique, two agents are employed. Mutt, the relentless investigator, who knows the subject is guilty and is not going to waste any time. He's sent a dozen men away for this crime and he's going to send the subject away for the full term. Jeff, on the other hand, is obviously a kindhearted man. He has a family himself. He has a brother who was involved in a little scrape like this. He disapproves of Mutt and his tactics and will arrange to get him off the case if the subject will cooperate. He can't hold Mutt off for very long. The subject would be wise to make a quick decision. The technique is applied by having both investigators present while Mutt acts out his role. Jeff may stand by quietly and demur at some of Mutt's tactics. When Jeff makes his plea for cooperation, Mutt is not present in the room." - *Miranda vs. Arizona*, 384 U.S. 436, at 452 (1965). [return]

**[13]** Research on the decision making process by police to arrest or not arrest [or in my case, to intensify or not intensify the arrest scene] typically centers around the:

> "... social organization of arrest, especially how upon situational elements, such as the deference and social position of the suspect towards police, the preference of the complainant for arrest, and the social position of the suspect, affect the decision..." - Albert Reiss in *Consequence of Compliance and Deterrence of Law Enforcement for the Exercise of Police Discretion*, 47 Law and Contemporary Problems 83, at 86 (Autumn, 1984).

In the old days, the emphasis of the *Inspectorate* had always been preventative in nature, i.e., that of generating compliance with the Law. The known policy objectives back then were to protect the public from unscrupulous criminal adventurers, to develop public trust, and to facilitate the flow of Commercial activities. Unlike today, the *Inspectorate's* job then was not that of filling jails (which were then few in number), but of preventing Tort violation by controlling and ordering relational standards among people.

Initially, the power of police officers to arrest on their own authority was limited to matters committed in their presence and to

the execution of Warrants to arrest. The reverse has gradually become to be the case nowadays. With the emergence and extension of the doctrine of arrest on *Probable Cause*, the discretionary power of the police was expanded, and so as a result, the apprehension of criminals came to dominate the organizational police department mandate. With this objective in view, now the focus of police practice training shifted to conform to this exaggerated emphasis on arrest. Even today, little official attention is given to the following facts:

> 1. That the ordinary police officer on patrol infrequently makes an arrest in his daily duty [*A Rand New York* study reported an average arrest productivity of .22 Index crime arrests per man month for uniformed patrol, and .86 Index for detective's work. See P. Greenwood in *An Analysis of the Apprehension Activities of the New York City Police Departmen*t, at 49 (Rand New York Institute, 1970)];
>
> 2. Citizen reporting, and leads originating from Citizens reporting illicit behavior, accounts for the large majority of all arrests by patrol officers [A. Reiss in *The Police and the Public*, at 84 et seq. (1971].

In short, the principle business of American policing is now the enforcement of Criminal Laws by detecting statutory infractions (of which few infractions actually require the factual presence of damages) and apprehending the offenders, who are then thrown at the criminal justice machinery for some indeterminate *cracking*. This contemporary Criminal Law now treats our Father's old values of peacekeeping and other order-maintenance functions as unimportant residual matters [a quiescent state of affairs a typical American police commander would probably snort at today as being patently unfeasible]. See generally, W. Spelman & D. Brown in *Calling the Police: Citizen Reporting of Serious Crime* (Police Executive Research Forum, 1981). [return]

**[14]** Uttering salty frustrations is something that the police are very well acquainted with, as their progenitors in ancient Rome also got their cookies turned over by ventilating the unsavory expressions of the vilest slang then floating around Rome:

> "In the reign of Augustus, when Rome had a population of nearly a million, there was a police force of seven thousand men, with a commissioner, inspectors, captains, and lieutenants. Their twenty-one station houses were carefully distributed over the whole area of Rome. One of these old time stations was exhumed in 1868, and the remains of it show that the Roman police were well-housed and cared for. They

had a fine building of marble and brick, with baths, a gymnasium, and a lounging-place for "reserves" who were not actually on patrol duty.

"A peculiar interest attaches to this station house, because on its walls there still remain the jests and comments which the policemen scratched there when off duty. Many of the inscriptions seem very modern, for they are sometimes criticisms of those who were `high up' -- sometimes even of the Emperor -- and they are often couched in slang, or in language that is viler still." - Richard Kemp in *Munsey's Magazine*, at page 441 ["The Evolution of the Police"] (July, 1910). [return]

**[15]** This time, the Sheriff's bouncers were passively respectful of the Law, although they are not always so. The study of naked law breaking by the police is an art in itself; for an analysis of their sneaky circumvention of the *Exclusionary Rule*, see J. Skolnick in *Justice Without Trial: Law Enforcement in Democratic Society* (1960) and Stinchocombe in *Institutions of Privacy in the Determination of Police Administrative Practice*, 69 American Justice Society 150 (1963). For their circumvention of suspect interrogation rules, see Reiss & Black in *Interrogation and the Criminal Process*, 347 Annals 47 (1967). For an examination of the illegal use of police force in general, see *Reiss in Police Brutality -- Answers to Key Questions*, 5 Transaction 2, at 10 to 19 (July/August, 1968). The general conclusion they reach collectively through their protracted intellectualizing is an obvious one: That the police are motivated in part by stimulation originating from the suspect, which stimulation can be either negative or positive in nature; and they are also motivated in part by the specificity and intensity of instructions to *crack*, by departmental management. [return]

**[16]** Criminal Magistrates want very much for you to have Counsel, as the mere lack of Counsel bars them incarcerating accused Persons. Frequently, I will refer to Magistrates ruling over chronologically compressed criminal ceremonies as *Star Chambers*; this characterization I merely borrowed from the Supreme Court, as they annulled a criminal conviction where Counsel was forced on an unwilling Defendant:

"The Sixth Amendment, when naturally read, thus implies a right of self-representation. This reading is reinforced by the Amendment's roots in English legal history.

"In the long history of British criminal jurisprudence, there was only one tribunal that ever adopted a practice of forcing counsel upon an unwilling defendant in a criminal proceeding.

> The tribunal was the Star Chamber. That curious institution, which flourished in the late 16th and early 17th Centuries, was of mixed executive and judicial character, and characteristically departed from common law traditions. For these reasons, and because it specialized in trying "political" offenses, the Star Chamber has for centuries symbolized disregard for basic individual rights. The Star Chamber Court not merely allowed but required defendants to have counsel. The defendant's answer to an Indictment was not accepted unless it was signed by counsel. When counsel refused to sign the answer, for whatever reason, the defendant was considered to have confessed." - *Faretta vs. California*, 422 U.S. 806, at 821 (1975).

Yet, there are writers that try and create the image that the King's *Star Chamber*, along with its torture and dismemberment on political dissidents, really wasn't all that bad [see *Star Chamber Mythology* by Thomas Barnes in 5 American Journal of Legal History, at 1 (January, 1961)]; a stratagem of *Intellectual Containment* by rewriting history that Gremlins are well acquainted with in other textual settings. [return]

**[17]** Asking the right question is a real art in itself, and very serious art at that: It is literally a matter of life and death, not just in this World, but even more so in the impending Third Estate as well. In 1949, the Supreme Court was asked a question: Did the refusal of the Trial Judge presiding over a murder conviction violate *Due Process* when the Judge relied on information at the Sentencing Hearing (after the Defendant was convicted by the Jury), whom the Defendant could neither confront nor cross-examine. The Supreme Court ruled that the 5th Amendment's *Due Process Clause* applied to criminal prosecutions up until the time of conviction; therefore, sentence of death affirmed -- go get executed. [See *Williams vs. New York*, 337 U.S. 241 (1949) (After a Jury convicts, the Judge is free to impose any Sentence within statutory guidelines, and the Judge is free to draw upon any information he feels like to make his decisions, such as previous convictions, etc.)]. For asking the wrong question, Williams got the electric chair.

> ... In 1976, the Supreme Court was asked the question whether the mandatory death sentence imposed by the North Carolina legislature violated the Eighth Amendment's prohibition against *Cruel and Unusual Punishment*, the answer came back: Yes, it did. For asking the right question, sentence of death reversed; no execution here. [See *Woodson vs. North Carolina*, 428 U.S. 280 (1978)]. [return]

**[18]** You and I, Mr. May, have an interest in being concerned about this since the sentencing of Irwin Schiff earlier this month in Hartford, Connecticut, to 3 years incarceration based on technical violations of his bank account contracts he adamantly refuses to get rid of, gives outsiders very strong impressions that this Movement is either illegal or unfeasible, and probably both.

[In December of 1982, the IRS seized a large amount of money out of Irwin Schiff's bank accounts. Mr. Schiff then discussed his seizure and its secondary ramifications in a monthly publication he was editing at the time, called *The Schiff Report*.]

As for the public, the general attitude of outsiders is that if the kingpin of tax resistance research, Irwin Schiff himself, is unable to keep himself out of the King's Dungeon, then there just must not be too much substance to our philosophical position.

It has always been difficult for folks on the outside to relate well to others who were being criminally prosecuted for political reasons. Last month, Irwin Schiff was being prosecuted under an infracted contract; Irwin Schiff had been selected for prosecution by reason of his high political profile. The significance of Mr. Schiff's taxation contract with the King that was presented to the Federal Judge was an elusive item for Irwin Schiff to come to grips with, as he dismissed for naught the advisories to *Get Rid of Those Contracts*, that were given to him by sympathizers I know of. The significance of those contracts was invisible to him. Like Tax Protestors, Latter-day Saints have had a long and unpleasant background in being prosecuted by Governments as well. When Brigham Young left Nauvoo, Illinois in 1846 to escape incredible persecution, and started the long march out to the Salt Lake City Valley, they actually fled the United States, as Utah was the Territory of Mexico at that time. Those folks who are indifferent to the easy use of Juristic Institutions as instruments of harassment and persecution, typically speak unfavorable comments about those who sympathize with the persecuted:

> "What this deluded people may do with their prophet, priest, and king, an unwilling prisoner in the hands of the law, no man can foretell. I only witness and record such bitter hatred of their rulers, such fierce invectives against the Government under which they live, and such muttered threats of coming retribution against whom they deem their oppressors as I have never witnessed before." - A writer for the *New York Times* ["Brigham Young in Court"], page 1 (January 14, 1872).

Many folks snickered at Irwin Schiff for this tax protesting while

reading about him in the papers [as technically incorrect as his protesting was], but like Brigham Young, Irwin Schiff will one day *Open His Eyes* and look back on his commitment to a Federal cage under an infracted contract for that it really was, and be ever grateful that the seriousness of invisible contracts was driven into him, as he goes forth to inherit and preside over *Worlds Without End*, leaving those who vindictively snickered to fall behind as they continue on with their attractive behavioral justifications sounding in Tort. Irwin Schiff is a great man in many ways, and those who are great have much to do, so some dimension of error will always surface here and there for others to find fault with:

> "He that has much to do will do some things wrong, and of that wrong must suffer the consequences; and if it were possible that he should always act rightly, yet when such numbers are to judge his conduct, the bad will censure and obstruct him by malevolence, and the good sometimes by mistake." - Samuel Johnson, as quoted by the editors of the *New York City Directory*, inside front cover [John Trow Publisher, New York (May 1, 1864) {New York Historical Society, *Library*, New York City}. [return]

**[19]** In a really pathetic status Case where manifold contracts governed, the Supreme Court ruled that the Congress has the Common Law right, in an income tax collection setting, to force Citizens to produce testimonial and other evidentiary goodies against their will and over their objection, even though no explicit Congressional statutes specifically authorized the evidentiary grab. See *United States vs. Harvey Euge* [444 U.S. 707 (1980)]. Mr. Euge was up to his neck in Citizenship and multiple Commercial contracting instruments like bank accounts, which to him were invisible since he did not understand their significance in the impending judgment setting; and so like a Gremlin at the Last Judgment Day before Father, Harvey Euge turned to the Judiciary appealing for rights, justice, and fairness -- only to find his arguments falling on death ears. Harvey Euge I feel sorry for, but I resent his lawyers who took his money and did not enlighten Harvey on his error. [return]

**[20]** Some folks reading that Armen Condo Letter have been surprised that the Federal Judge already had a copy of Armen's bank accounts in front of him, while Armen was throwing his foolish Tort Law arguments, in the form of Constitutional pronouncements, at the Federal Judge; and in fact the Judge also had Armen's bank accounts even before the prosecution even started. This should not really have surprised anyone, since in all criminal prosecutions in the United States, in all political jurisdictions, both state and Federal, from murder to

rape to check forgery to bombing a Federal building, there is always a preliminary examination of the evidence the prosecuting attorneys want to use. This examination normally takes place in the Judge's Chambers (called an *in camera* examination), at the time the Judge is requested to consider signing the Bench Warrant/Arrest Warrant/Criminal Summons. The examination determines if there is enough valid evidence to bind the Defendant over for Trial. Quite often there is a second examination hearing in open court (called a Preliminary Examination even though it is the second evidentiary examination for the Judge) that is like a mini-Trial, particularly with felonies, with the Defendant present in open court in adversary proceedings. For a mentioning of the practice of the IRS (through the personality of the local United States Attorney) to adduce evidence of that *person's* entry into Interstate Commerce before the Judge, quietly, *ex parte*, and in an *in camera* meeting, in advance of the issuance of the criminal 7203 Summons, see the unreported Slip Opinion of the Ninth Circuit Court of Appeals, in the *United States vs. Ronald Foster, et al.,* dated November 29, 1977, page 3. (Appeal from the United States District Court for the Central District of California, Number 76-3733).

And it is in those quiet Chambers when the Criminal Summons is signed that the most important "Trial" takes place: Because it is then that the Judge quietly takes Judicial Notice of the fact that you are up to your neck in contracts with the King. [return]

**[21]** Reason: Because your client is up to his neck in multiple layers of invisible juristic contracts with the King, so multiplicitous that they are difficult to get rid of. And you are being correctly rebuffed by Federal Magistrates when they first snort at, and then toss out, your incomplete and deficient arguments, even though of and by itself, your Excise Tax argument is often technically accurate [Excise Taxes have organically changed in meaning since their appearance in the *Excise Tax Clause* of 1787, and arguments centered around such a 1787 meaning are now incorrect. It would be provident for a federal appellate forum to momentarily stop their snortations when dealing with a Tax Protesting action and elucidate well on the growth in the semantic differential in Excise Taxes, by explaining the enlargement in meanings from 1787 to the present]. [return]

**[22]** The lust for power among contemporary lawyers is impressive; see Doug Brandow in *Throw Lawyers at Them*, Conservative Digest, at 46 (January, 1983).

> "In tribal times, there were the *medicine men*. In the Middle Ages, there were *priests*. Today there are the *lawyers*. For every age, a group of bright boys, learned in their trade and

> jealous of their learning, who blend technical competence with plain and fancy hocus-pocus to make themselves masters of their fellow men. For every age, a pseudo-intellectual autocracy, guarding the tricks of its trade from the uninitiated, and running, after its own pattern, the civilization of its day." - Fred Rodell in *Woe Unto You, Lawyers*, at ix [Reynal & Hitchcock, New York (1939); the title for this book originates in Luke 11:52]

Perhaps we could speak more kindly of lawyers if we had some good authority to do so, but even the Supreme Court has taken cognizance of what they pull off:

> "Due to sloth, inattention, or desire to seize tactical advantage, lawyers have long engaged in dilatory practices... The glacial pace of much litigation breeds frustration with the Federal Courts and ultimately, disrespect for the law." - *Roadway Express vs. Piper*, 447 U.S. 752, at 757 (1982). [return]

**[23]** By the end of this Letter, several ideas suggesting that error may have been present in the position of Tax Protestors may cause some folks to purge the germ of error out of them before the germ of error finishes its job of eating through them like a canker. This process (of being eaten alive from the inside out over a protracted period of time by behavioral error that continued on uncorrected) was graphically commented upon very dramatically by British author Ian Fleming in another setting, who took case file information from his Employer, British Intelligence, and then skirted the criminal fringes of Britain's *Official Secrets Act* -- sometimes by rearranging the debriefing transcripts of Government agents returning from assignments, and other times by using well known information floating around Government circles internationally (such as the theft of the United States Gold Bullion supply that was once in repository at Fort Knox, in a novel called *Goldfinger*). In another novel called *From Russia, with Love*, Ian Fleming tells us of the canker eating out hit men prowling the countryside in search for someone to kill (who, like Tax Protestors), also need to correct their behavior:

> "A great deal of killing has to be done in the USSR, not because the average Russian is a cruel man, although some of their races are among the cruelest in the world, but as an instrument of policy. People who act against the State are enemies of the State, and the State has no room for enemies. There is too much to do for precious time to be allotted to them, and, if they are a persistent nuisance, they get killed. In a country with a population of 200,000,000, you

> can kill many thousands a year without missing them. If, as happened in the two biggest purges, a million people have to be killed in one year, that is not a grave loss. The serious problem is the shortage of executioners. Executioners have a short `life.' They get tired of work. The soul sickens of it. After ten, twenty, a hundred death rattles, the human being, no matter how sub-human he may be, acquires, perhaps by a process of osmosis with death itself, a germ of death which enters his body and eats him like a canker. Melancholy and drink take him, and a dreadful lassitude [conditions of weariness] which brings a glaze to the eyes and slows up the movements and destroys accuracy. When the employer sees these signs he has no other alternative but to execute the executioner and find another one." - Ian Fleming in *From Russia, with Love*, at 23 [Pan Books Ltd., London (1959); originally published by John Page Ltd., London (1957)].

As we change settings from one where the improvident behavior of spooks and hit men cracking giblets world wide are creating within themselves an accelerated and aggravated loss of that Germ of Deity dwelling within all of us, over to a setting where *unteachable* Tax Protestors are refusing to even entertain the idea, however cautiously, that they themselves may be in error; the same extinguishment of that invisible Divine Germ experienced dramatically by hit men working for Bolshevik Gremlins nestled in Juristic Institutions is also subtly experienced by Tax Protestors incorrectly using deceptively sweet logic, sounding in Tort, to toss aside and ignore the responsibility associated with uncomfortable juristic contracts containing bitter taxation reciprocity covenants -- because the same defective logic falls over into other unanticipated areas where that incorrect logic surfaces invisibly to govern their reasoning in avoiding taking responsibility for their own Celestial Covenants with Father -- depriving themselves, *inter alia*, of the immediate benefits derived from Celestial Covenants [looking back in hindsight, the loss of those important benefits will be viewed then as having been improvident]. [return]

**[24]** Just because the King sees things this way does not mean the King is correct, and additionally does not mean that the King cannot be argued around. Any Judge who has had civil *Law and Motion* experience knows that actions where Government is a party are quite frequent, and that Government attorneys are very often off-point in their arguments, excessive in their demands, weak in their knowledge of law, and just as plain wrong as is any other party. I have heard this complaint replicated from state Judges from several jurisdictions in the United States. Virtually all seasoned Judges appreciate the fact that being

an attorney for the King or a Prince does not endow such an attorney with supernatural perfection proclivities. [return]

**[25]** Always view contracts written on paper to represent a *Statement of the Contract*. The reason why what you sign is sometimes important is because the party preparing the papers has included statements in the *statement* that you have accepted a benefit of some kind -- often $1.00 or so -- when in fact no such transfer took place in the practical setting. So by signing those documents, they have extracted from you the written admission to use against you later that you have experienced a benefit from that contract, thus deflecting any Prospective *Failure of Consideration* annulment attack you may try to throw at them at a later time. [return]

**[26]** "The law necessarily steps in to explain, and construe the stipulations of parties, but never to supersede, or vary them. A great mass of human transactions depends upon implied contracts, upon contracts, not written, which grow out of the acts of the parties." - Joseph Story in III *Commentaries on the Constitution*, at 249 ["Contracts"] (Cambridge, 1833). [return]

**[27]** I could have gone back in Time even further, but where does someone draw the line? With Heavenly Father and his Law there is no line to be drawn, since there is no identifiable point of chronological beginning. [return]

**[28]** Title 39, Section 3009(a) reads that:

> "... the mailing of unordered merchandise... constitutes an unfair trade practice..."

Section 3009(c):

> "Any merchandise mailed in violation of subsection (a)... may be treated as a gift by the recipient, who shall have the right to retain, use, discard, or dispose of it any manner he sees fit without any obligation whatsoever to the sender." [return]

**[29]** What the King is taking advantage of here are some fellows called *Presumptions*. These little creatures are known to make quick appearances at Trials -- when they surface, go to work in someone's favor on some evidentiary question, and then disappear back into the woodwork again from which they came. *Presumptions* are not evidence itself, but these invisible fellows function in a Courtroom in ways similar to directors and Stage Lights in a drama theater production; by directing some of the sets and actors to turn this way or that, and by throwing different colored lights on objects on the Stage.

*Presumptions* change the appearance of the evidence Show that is being presented to the Jury -- and as a result of the different Lighting angles and color hue techniques, the Jury (the Audience) is lead to make certain *Inferences* and *presumptions* regarding the evidence Show that the Jury is looking at:

> "Presumptions are deductions or conclusions which the law requires the jury to make under certain circumstances, in the absence of evidence in the case which leads the jury to a different or contrary conclusion. A presumption continues to exist only so long as it is not overcome or outweighed by evidence in the case to the contrary; but unless and until so outweighed, the jury should find in accordance with the presumption." - E. Devitt et al., in *Federal Jury Practice and Instructions*, Section 71.04 (2nd Edition, 1970).

As it pertains to Government *Public Notice* statutes, one of These *Presumption* fellows is waiting in the wings, called a *Notice Presumption*. This fellow is waiting for that day when some statute will be thrown at you in a prosecution. When that great day happens, this invisible fellow will suddenly make his appearance in your prosecution, coloring the evidence adjudged in a light unfavorable to any *Lack of Knowledge on Contract Terms* claims you raise at that time; and then having done his work, he will go back into the woodwork and disappear.

There is an extensive body of *Evidentiary Law on Presumptions and Inferences* written down waiting for your intellectual absorption; as a point of beginning, to become acquainted with the *modus operandi* of these slick and invisible hardworking *presumption* fellows, consider:

- Wigmore on *Evidence* [*"Presumptions"*] (1981) [a huge 9 volume set];
- J. Thayer in *Preliminary Treatise on Evidence at Common Law* (1898); [Wigmore and Thayer are extensively quoted by state and Federal judges in all American jurisdictions; when the Congress drafted their new *Federal Rules of Evidence* in 1974, the opinions of Wigmore and Thayer were predominate in quotations cited by commentators. See the 93rd Congress, 2nd Session, HR 5463 (House) and Serial #2 (Senate)];
- C. McCormick in *Handbook on Evidence* (1954 Edition);
- McBaine in *Presumptions: Are They Evidence?*, 26 California Law Review 519 (1938);
- David Louisell in *Construing Rule 301: Instructing the Jury...*, 63 Virginia Law Review 28 (1977);
- Morgan and Maguire in *Looking Backwards and Forwards at Evidence*, 50 Harvard Law Review 909 (1937);

- 34 L Ed 2nd [*"Presumptions"*];
- Morgan in *Instructing the Jury on Presumptions and Burden of Proof*, 47 Harvard Law Review 59 (1933). The Second Coming of the Savior spells the end of this world for Gremlins (as this is *their* world, in a sense); and like Gremlins, these invisible *presumption* fellow will be raised and brought forth to make their appearance at the Last Judgment Day with Father; but unlike Gremlins, these *presumption* fellows won't need to concern themselves with a double cross by Lucifer: Because *presumptions* are not up for judgment. Generally, the interposition by the invisible *presumption* fellows into our Celestial Contracts are sophisticated concepts and require a presentation setting in a protracted background discussion, which is something that lends itself well to another future Letter. However, for an introductory glimpse into the world of *presumptions* and of their origins in the Heavens, see *Francis Coffrin vs. United States* [156 U.S. 432 (1894)]; there the Supreme Court suggested the possibility that the *Presumption* of innocence in a criminal Trial can be found in Deuteronomy [*Coffrin*, id., at 454]. When you get through with my impending discourse on *presumptions*, you will see that these invisible *presumption* fells have been around a lot longer than just the BC days of Moses when he wrote Deuteronomy -- as their origin is long before the Garden of Eden was created, back before this World was created, back a long time ago, on a planet far away, when our Heavenly Father, as a man then, went through his Second Estate just like you and I are going through our Second Estate now. Through contemporary Prophets, it has been revealed to us what some of the circumstances were that Father when through back then. ... As for us now, just what *presumption* fellows will be making their appearance in our favor or against us at the Last Day depends upon the factual setting we create down here; factors taken into consideration are whether or not First Estate replacement Covenants were entered into, and which of those Covenants were then honored in whole or in part; and what was the extent to which we listened to Lucifer's *Sub silentio* imps hacking away at us -- that "... *You just don't need to concern yourself with any of that contract jazz. That Mercier -- baah!*" Provident to understand for the moment is that when we are *under the Covenant*, numerous *presumptions* will be both making an appearance on our behalf and operating in our favor, at the Last Day.

# Invisible Contracts The Employment Contract

by **George Mercier** [Pages 229-299]

Through the beneficial use of a taxable franchise like Social Security. A lot of folks don't realize it, but the presentation of a Social Security Number to your Employer is a contract with the King to pay taxes, and an acknowledgement of personal Status as a Taxpayer.

*Question*: How do you get out of this?

*Answer*: This is not an easy thing to do; clever administrative rule making forced on Employers has tightened Employers up -- and they have the money we want. In an Employee/Employer relationship factual setting as a first step, it is first necessary to terminate all written attachments of King's Equity Jurisdiction you previously initiated with the King. Some of the steps taken now in this section will not be appreciated until all of the invisible juristic contracts that the King is operating on have been correctively severed -- so one has to read the entire Letter first, and then come back to this section. But as for written attachments of King's Equity Jurisdiction relevant in an Employment factual setting, for most folks, this act transpired when they were a teenager and they signed a form and mailed it to Washington, and requested a Social Security Number. Pursuant to your administrative request, the King issued out a Number, and so now the contemporary beneficial use of that Social Security Number by you in an Employment setting creates a taxing liability; as the Federal judiciary considers participation in Social Security to be a taxable franchise, among other things. But that is only a small part of the story, and this rescission is only a point of beginning. Second, terminate the acceptance and receipt of all benefits that otherwise inure to Social Security beneficiaries, because under Nature remember that no written contract is now necessary, or has ever been necessary, to extract money out of Social Security participants (unless the King in his statutes has explicitly limited himself to collect money only under written contracts for some reason). And in terms of attaching one's liability to contributing premium reciprocity to the King's Social Security handout *Largesse*, the mere rescission of the written Social Security contract, as is now prevalent among Patriots trying to get to the bottom of things is, of and by itself, irrelevant, and does not terminate any taxing liability (as I will explain later).

The fundamental reason why *employees* are viewed universally by State and Federal judges as being taxable objects is because the *employee* is clothed with multiple layers of juristic contracts separate and apart from Social Security, by reason of the large array of juristic benefits the *employee* has accepted by his silence. Therefore, *employees* are in a commercial enrichment setting, *employees* are in

business, and the gain experienced by *employees* is very much taxable, since the King participated in creating the financial gain the *employee* is experiencing. But now that you have been placed on Notice that a rightful moral liability does attach on your acceptance of the King's Employment scenario intervention by throwing invisible juristic benefits at Employees, when you first get hired on again with someone else, as another point of beginning, now let's change the factual setting a bit, and refuse to provide a Social Security Number.[1]

After they threaten you with termination, as they eventually will do, then provide a number under your objection and over your protest, and notice of waiving and rejecting all benefits otherwise available to you as an Employee; not just retirement benefits, but the immediate environmental protection benefits all Employees experience (by the end of this section, you will see what the immediate benefits are that I am referring to). The objective behind this *Objection* is to make a *Statement*. That Objection should cite the King's forced third party relationship to the arrangements, and your Objection to his intervention against your will; his forcing you to accept his benefits that you now hereby waive, refuse, forfeit and forego; and then also claim that such an unwanted and forced relationship with the King violates relational *Principles of Nature* not permissible absent the existence of some other invisible contract you may not be aware of; and interferes with your *Right to Work* under the Fifth Amendment.[2]

These *Objection* presentations are necessarily status oriented, as they define your non-involvement with trade, commerce, business, and industry -- an involvement which if left uncountermanded, automatically infers a Contract Law factual setting in effect between your *employer*, yourself and the King. But if your new Status falls outside the boundary lines of King's Commerce [where all those who enter therein experience enrichment, created in part by the King's benefit], then there is an inherent *Right to Work* interest in the 14th Amendment as well [*Traux vs. Raich*, 229 U.S. 33 (1915)].[3]

Some ideas to consider and think about while creating your *Objection*, might be to state perhaps that the Social Security Number you are giving him is being done solely for the purpose of deflecting the otherwise imminent termination of your livelihood, and that the Social Security Number you are giving him was previously rescinded[4] and is presently null and void (and that re-presentation of the number under *Protest*, *Objection* and *Rejection of Benefits* after its prior nullification does not reactivate it); and that you hereby waive, forfeit, forego, and will return where possible, any and all benefits that would otherwise inure to you as an Employee and as a participant in the Social Security retirement program, and that this Objection you

are filing is a continuous one, and that any qualified acceptance of bank drafts taken in contemplation of exchange into hard currency is accepted for the administrative convenience of your Employer, and will be endorsed under protest, at law and not in equity, in the future; etc., does not change, alter, or diminish anything relative to your Status or the life of that Objection. Also noticed out should be statements concerning your non-involvement with Commerce; Status as Non-Taxpayer;[5] rescission of the attachment of a special King's Equity Jurisdiction that uncontested Birth Certificates create under some limited circumstances; and Notice of prior Objections having been filed, objecting to the attachment of Equity Jurisdiction that otherwise lie to Holders in Due Course of circulating Federal Reserve equitable instruments that the King's Legal Tender Statutes[6] have enhanced the value of, etc. This Objection, along with your Employer's threats, must all be in writing as a confrontation with the King is coming. (Your Employer will forward the Social Security Number to the IRS, who then in turn will simply assume that you are a Taxpayer, and reasonably so, based upon what little information they have). Since the IRS has some evidence that you are a Taxpayer, the burden then shifts to you to prove that yes, although the IRS does have my number, these are the reasons as to why I am not a Taxpayer. In such a confrontational setting, it ranges from possible to likely that your Employer will lie, have a convenient loss of memory, and otherwise not stick up for you when push accelerates to shove. Since the burden of proof to prove non-Taxpayer and non-Commercial Status now falls on you, depositions which would ordinarily be necessary from your Employer to prove that your Objections were made timely (with the questioning contained therein discussing the circumstances surrounding the surrendering of that Social Security Number to him), now becomes unnecessary. If the Employer's threats to terminate you, and your Objections and Rescissions are all down tight in writing, the factual setting is now undisputed, and depositions are unnecessary; so a little prevention here is important.[7]

As for the IRS, the only information they have is a name and your Social Security Number, so as a point of beginning, it is reasonable for them to simply proceed against you as if you are a Taxpayer; and agents trying to collect money for the King should not be viewed as some type of an enemy to kill (they are transient *ad hoc* adversaries, not enemies). Under normal circumstances, your Case can be won at the administrative level by requesting an Administrative Hearing and using Title 5 and the Code of Federal Regulations with *savoir faire*, and then taking your Case up the grievance ladder, one step at a time.[8]

But just in case, get ready to speak your mind in front of the Supreme Court, if necessary. If physically flying yourself to Washington does

not intrigue you, then you might consider paying the requested tax, as you have already lost.[9]

Now that this discussion has shifted over to the administrative adjudication of grievances with the King, I need to digress just a bit and discuss Principles relating to Demands for an Administrative Hearing.[10] In an administrative adjudication, numerous people I know of have requested administrative hearings to discuss the want of jurisdiction that the King or a Prince was asserting generally in many different settings. As part of the strategy involved, failure by the state administrators to grant a hearing would later bar civil tax liability and even a criminal prosecution for the same *actus reus* later under the *Collateral Estoppel Doctrine*, which is an unwritten Common Law Principle.[11]

The *Principle of Estoppel* has many closely related sister Principles of Estoppel; there are *Principles of Preclusion*,[12] and Estoppels themselves can be either *Direct* or *Collateral*. There is also a parallel Doctrine called *Judicial Estoppel*.[13] But for our purposes, only the *Collateral Estoppel Doctrine* will be briefly discussed.

Correctly understood, these Administrative Law Demands are marvelous devices, which, if handled properly, can and will tie the King's and the Prince's giblets down tight: But they need to be viewed, understood, and plead, properly. These Administrative Law Demands many seek are the lessor administrative equivalent of a judicially sought Declaratory Judgment; and so all of the Natural Law requirements and indicia that apply to judicial Declaratory Judgments, also apply to Administrative Judgments. The most important indicia of which is that there must be a *Justiciable Controversy* at hand, i.e., some type of case or controversy, which if left unresolved will damage a person.[14]

*Justiciability* is closely related to *Standing*,[15] and both are indicia related to make sure that you are in fact, entitled to the relief that you are seeking, and that there is, in fact an actual grievance for the Law to operate on and for the Judiciary to rule upon.[16] In *Justiciability* averments, you must establish that you have a personal stake in the outcome of the controversy,[17] and that the dispute sought to be administratively adjudicated will be presented in an adversary context,[18] and that the logical nexus between the Status we assert and the claim sought to be adjudicated are both present,[19] along with the necessary degree of contentiousness.[20] To your advantage, the *Justiciability Doctrine* has uncertain and shifting contours, and properly so, as it

organically follows the Branches of the Majestic Oak.[21]

To really understand the reasoning behind the judicial requirement for the presence of *Justiciability* in *Declaratory Judgments*, think of *Justiciability* as being like "tension" in effect between two adversaries. If the tension is not there, then the Judge (either a Judicial Judge, or an Administrative Law Judge) is not dealing with a grievance, he is actually dealing with a hypothetical factual setting that may or may not ever come to pass. If the Judge issued down an Order based upon such a hypothetical factual setting without the element of *Justiciability* in effect, the effect of that Order would be to work a Tort on the adverse Party the Order operates against; this Party did nothing, and in fact may have very well intended to do nothing; but now an Order exists declaring some reversed relational rights (meaning: One of the Parties no longer holds the upper hand). As viewed from a Judge's perspective, the absence of that "distinct and palpable injury" of *Justiciability* renders the Case moot, because there is nothing for the Judge to do; and if anything was done by the Judge, a judicial Tort would be thrown at one of the parties for no more than an exchange of hypothetical factual settings between fictional adversaries. For example, if in fact the Law requires some simple positive act to be performed unilaterally by some Government official regardless of anything you do or don't do, then a proper remedy to compel performance would lie in *Mandamus*, where questions of the existence of the tension of *Justiciability* between adversaries is not relevant.[22] And specifically referring to rebuffed Demands for Administrative Hearings, the correct medicine may actually lay in *Alternative Mandamus* (meaning: Grant the Hearing, or in the alternative, forfeit your jurisdiction, just the right medicine to deal with bureaucratic recalcitrance).

So merely sending a *Demand for an Administrative Hearing* to a state official to discuss their assertion of a regulatory jurisdictional environment on the public highways, without any specific Case or controversy being presented for adjudication, will later Collaterally Estop no one, as no averments of a *Justiciable Controversy* were made (who is making an assertion of jurisdiction over you? What traffic cop or law enforcement person, and when? What did the traffic cop say? Where is the assignment of policing jurisdiction of that cop down through state statutes from the Legislature? What penal statute did he threaten you with? What does that statute say? (Go ahead and quote the statute, verbatim). Who is your adversary in the demanded Hearing? Where is your personal stake in the outcome of the demanded Hearing? If the Hearing is not granted, how will you be damaged? Those types of *Justiciability* averments have to be included in the body of your Demand for an Administrative Hearing; local Collateral Estoppel

victories applied against such otherwise content deficient Administrative briefings will collapse under the scrutiny of sophisticated appellate judges who will examine your Administrative Law Demands from the perspective of trying to find fault with them, if your local District Attorney adversary should ever decide to give you a run for your money.

If you are seeking an Administrative Hearing to discuss the assertion of a regulatory zoning jurisdiction being made against some real property you own, then the specific assertion of such a purported jurisdiction by, perhaps, a Building Inspector must be made; with the specific assertion being applied against you individually. What Inspector made the assertion, and when and how did he make the assertion? How will you be damaged if the Hearing is not granted? What local ordinance code did the Inspector threaten you with, and what does it say? Are you up against incarceration? If so, then come out and say so. Correctly understood, your averments on *Justiciability* are a reduced presentation of the larger factual setting the grievance itself lies in, edited to emphasize the impending damages you will be experiencing if the Hearing is not granted immediately.

(Incidentally, the easiest way to get some Inspector to make an assertion of Civil Law regulatory jurisdiction over your property is to walk up to one, show him your plans, tell him you have no intention to solicit a Building Permit, and then ask him what he intends to do about it. His quoting some local code or penal statute to tell you that Building Permits are mandatory is your *Justiciable Controversy*.[23] Make sure the Building Inspector quotes penal statutes in his response to your inquiry, because that is exactly what he will later be throwing at you in exchange for your defiance of his Special Interest Group sponsored Civil Law *lex* jurisdiction).[24]

Those are the types of factual averments of *Justiciability* that have to be plead in the body of a Demand for an Administrative Hearing, in order to present the administrators with a Case or Controversy that is ripe for a low level administrative settlement.[25] If that Administrative Hearing Demand of your was submitted to state administrators after a prosecution has begun, then Justiciability is obvious for all parties to see. However, Justiciability still has to be positively plead within the body of the Demand through sequentially presented factual averments, otherwise the Supreme Court won't know that a Justiciable Controversy was offered for a low level settlement.

Now, theoretically, the failure by your regional bureaucrats to grant the Hearing will later estop a magistrate presiding over criminal charges that were brought out of those circumstances that were offered to have been settled, and should have been previously settled, in a

lessor administrative forum.[26]

In a criminal prosecution defense setting, *Collateral Estoppel* has to be Plead properly, and the factual setting has to be very carefully structured in advance to show clearly how the Government is just plain wrong up and down the line, and that this Collateral Estoppel is just the right medicine to hem in Government.[27] So Collateral Estoppel is generally much easier to use in civil grievances, such as civil tax collections. In any event, a Case on appeal should have arguments sounding in Estoppel as background secondary redundant points, when seeking criminal conviction reversion, as Collateral Estoppel itself is still a developing jurisprudential branch,[28] and, at the present time, is insufficient conviction reversal material to rely on as a "stand alone" defense line. Although appellate judges have been reluctant to make Collateral Estoppel mandatory and binding in favor of the criminally accused, they are less reluctant to make Collateral Estoppel operate against the criminally accused.[29]

Having grievances settled at the lowest possible level is a correct Principle of Natural Law.[30] And as usual, it is those lawyers who -- in pursuit of their own financial self-enrichment -- are twisting our Father's Common Law into what appears facially to be unrecognizable garbage.[31] What Warren Burger is saying is true, even though his instant expressions of support for Collateral Estoppel happened to operate against a criminally accused person in Ohio. This piecemeal approach by the Judiciary is disorganized, and results in criminal prosecutions being sustained against Individuals when they really should not be, merely because the proper underlying authority for conviction annulment is non-existent.[32]

The correct solution for this is for the Supreme Court to grab the bull by the horns and require that Principles of Collateral Estoppel are now binding and mandatory on everyone: Government, the criminally accused, and all parties in civil actions, and no outs. This would be an activist position for the Supreme Court to take, a position that is cutting across their contemporary grain of "narrow opinion" thinking.[33]

The Doctrine of settling grievances at the lowest possible level, of which Collateral Estoppel is a correlative Doctrine, is found replicating itself over and over again throughout Supreme Court rulings.[34] This *Settle it at the Lowest Level Doctrine* surfaces in many places. For example, it is found:

1. In the Judicially created *Doctrines of Exhaustion, Primary Jurisdiction, Prior Resort,* and *Exclusive Jurisdiction*, all

of which operate to send a grievance down to an administrative agency for different types of rulings for technical reasons, prior to initiating higher judicial intervention;

2. By having the parties first exhaust their lower state remedies in criminal appeals and civil actions prior to seeking higher Federal judicial intervention; this surfaces most frequently in petitions for federal restraining orders to block state criminal prosecutions, and petitions for *Habeas Corpus*;

3. By having parties seek the lowest possible level of a judicial forum first (i.e., the lowest state court possessing the requisite settlement jurisdiction, and the use of federal magistrates instead of District Court Judges to settle small single-Hearing oriented grievances);

4. By a statutory requirement that a lower final demand for money believed due and owing must first be made and precede the higher initiation of the judicial civil lawsuit;

5. By the delegated conferment by the Supreme Court of a Grant of automatic Concurrent Jurisdiction to every single state court in the United States, to hear and rule on Federal Constitutional questions, regardless of any state statutes that may appear to operate to the contrary; state courts also hold concurrent jurisdiction to hear a large volume of federal statutory based grievances;

6. By the mandates of the Supreme Court to all Federal Appellate Circuits not to interfere with or reverse any findings of facts made by Federal District Court Judges, absent very special circumstances (so that the disputed factual setting the grievance was cast in is settled at the lowest possible level);

7. And in the case of the Supreme Court having Original Jurisdiction, they will first send the Case to a lower regional District Court having Concurrent Jurisdiction by statute. (If this Concurrent Jurisdiction is wanting, then after accepting Original Jurisdiction on the Case, the Supreme Court will appoint a regional District Court Judge to be a Special Master to make findings of facts at that low level, which the Supreme Court will then audit and review as the sole appellate forum);

8. And this Doctrine is also expressed in the self-imposed

> mandates of the Supreme Court to settle grievances by use of a lower statutory construction if possible, rather than magnifying the settlement remedy by use of the higher Constitutional construction;
>
> 9. This Doctrine surfaces in the Supreme Court's refusal to consider ruling on arguments and reasoning that were not presented to a lower judicial forum first; and
>
> 10. The Supreme Court also wants lower Federal Tribunals to use lower state law to settle grievances, prior to using federal common [Case] law or federal statutes.
>
> And on and on.[35]

This *Settle it down There Doctrine* even surfaces in The Administrative Procedures Act of Title 5 and the Code of Federal Regulations. Several such rules contained in numerous Administrative Procedures Acts initially seem to obstruct the pursuit of justice by creating artificial impediments on both parties that inhibit the settlement of grievances; but in reality those impediments take on new vibrancy, life, and meaning when viewed from the perspective of the Congress trying to create incentives for both parties to quickly effectuate a settlement of grievances between adversaries, even while the grievance is still swirling in a tempest of administrative gestation. Incidentally, this Doctrine, which is an operation of Nature, is also found producing results in relations between married folks, and between neighbors, and between parent and child, and child and school teacher, and between an Employer and an Employee. Just because we turn around and walk out the Courtroom doors doesn't mean that Nature changes at all, or that a different set of Principles somehow governs life.

All of those are examples of that *Settle it at the Lowest Possible Level First Doctrine*; and the Collateral Estoppel Doctrine, which operates to penalize the recalcitrant party that did not settle something at a lower level that was offered to them (as an incentive to avoid doing so again in the future), as applied to Administrative Law Demands, is a correct *Principle of Nature*.[36] It is simply all over Nature and scientific method.[37]

Let us assume that you are a Gameplayer in King's Commerce, so you are a Taxpayer; so if you have a grievance with your Employer regarding the premature withholding of money from your wages under disputed tax liability circumstances, try to settle it with him right then and there, before going up the ladder a step and invoking an Administrative Hearing with the IRS. If you do not try to settle it

with your Employer, the letters going back and forth (proving the factual setting surrounding their threats and your objections) will be non-existent; which means that you either made no attempt to settle the grievance right then and there, or in the alternative, you accepted your Employer's last offer. That is the way sophisticated Federal Magistrates view the matter, and if you will but give that model but a few moments thought and imagination, then you too will arrive at the same conclusion: That the reason why you were later rebuffed by a Federal Magistrate is due to your own improper handling of the factual setting you presented to that Judge when prematurely asking for a Restraining Order of some type of tax refund suit. Then after exhausting your potential remedies with your Employer, always first ask for a Contested Case Administrative Hearing with the IRS before going up the ladder one more step and initiating a Judicial Complaint. As you go up the ladder one step at a time, one of the benefits you will be experiencing is finding your adversary making numerous technical mistakes, which when called by you will cause you to win for technical reasons; if you jump the gun like a lot of Tax Protestors do and head straight for the Federal District Courthouse to have it out with your Employer and the King, your grievance will likely have to be addressed solely on the presentment of poorly drafted pleadings and flaky merits (being up to your neck in invisible contracts), since by jumping the gun, no interlocutory steps were offered to your adversary to slip up on.[38]

Any experienced person knows that people, in any field, from business to law to engineering to medicine, in any field, always messes up; and IRS agents and the King's Attorneys in the Department of Justice in Washington mess up each and every single day, over and over again, just like everyone else.[39] Therefore, by jumping the gun, skipping three steps on the ladder, although you may believe that the end result is closer, you are actually only damaging yourself. The sky never falls in because Principles are violated; only very subtle and difficult to detect secondary consequences surface later on in ways that make their seminal point of causation difficult to discern.

In contrast, if you are not a Gameplayer in Commerce and have rejected all federal benefits, then as a non-Taxpayer you fall outside the procedural administrative mandates of the King's *lex*, and it is provident for you to go directly into the Judiciary.[40]

Should you conclude that it would be provident to initially pursue Judicial Relief, then your requisite array of Status Averments form an integral and important part of the Pleadings, in order to document why you are not a Taxpayer and why you are somehow exempt from the Administrative ladder that applies to every one else. Even though you

may not be a Taxpayer, there may be some technical advantages inuring to players who use the Administrative ladder, one step at a time, but the decisional turning point on whether to initially pursue administrative or judicial relief revolves around a purely status oriented question: Are you a Taxpayer or not? By the end of this Letter, you should be able to get a good feel as to the extent to which you have successfully removed yourself out from underneath the King's taxation thumb.

As for the *Justiciability* Question in Demanding Administrative Hearings, unless there is a Case or Controversy at hand, it is foolishness for Government officials to discuss something at an Administrative Hearing that which, if discussed, would neither settle nor adjudicate anything; so if your views are that their granting you the Hearing they don't want to give you would settle something, then that is part of your entitlement pleadings under *Standing* and *Justiciability*. In our specific instant case of an Employer, acting in an agency relationship to the King, withholding money from non-Taxpayers who are not involved with Commerce and experience no Federal benefits and is an "excepted subject,"[41] our *Justiciable Controversy* is the fact that if the Administrative Hearing is not granted immediately, you personally will be damaged by a continuing loss of money that is being withheld from your earnings. That is the kind of hard *Justiciable Controversy* averment that Judges want to hear, and that is the kind of *Justiciability* that even case-hardened Federal Judges will reluctantly respect. Correlative *Entitlement to Relief* averments of *standing* (your personal interest in the Case) are also required. Since you are personally being damaged by the operation of statutes, your *Standing* is automatic.

And speaking of the Supreme Court (and stay out of any confrontation with the King unless an extensive journey to Washington intrigues you) the only question you should want answered is essentially a *Status* question: Does the King have the right to intervene into simple common law occupations to such an extent that an *individual* not in an Equity Jurisdictional relationship with the King and not in Commerce, and rejecting Federal political benefits, can force the acceptance of unwanted benefits, and can force a Federal Taxpayer Status on someone (with the attendant criminal liability associated therewith), and can force the signing of contracts with the King, and all of that prior to being able to experience any livelihood at all? If the Supreme Court responds by saying yes,[42] the King does have these extreme intervention Rights to force you to accept his political and Commercial benefits against your will and over your objection, because of some important overriding Governmental interests, then let's get this monolithic slab of top down Roman Civil Law out into the open so

we can deal with it for what it really is.[43]

My hunch is that if the Supreme Court ever grants *Certiorari*, and if they have the naked nerve to stand up to the King and actually publicly report out the decision in their United States Reports (which is not very likely in today's judicial climate of intellectual *minimalism* and judicial restraint [which really means to hide in a closet]), I conjecture that their ruling will be consistent with Nature and Natural Law, based on the factual setting then presented to them, and the King will lose, if the factual setting was set up properly to sever all voluntary attachments of King's Equity Jurisdiction up and down the line.[44]

Of all of the Federal and state judicial Complaints that I have seen, going back now 10 years (requesting either injunctive or restraining relief, or Complaints seeking refunds from the IRS, (although I do know of some uncontested victories), I have never seen one of them correctly plead where all of the required contract annulment indicia and elements of pure Equity severance were presented in one neat little package, with all of the Objections having been made, made substantively, and made timely. Not one. So, Federal Magistrates who have tossed aside such curt and incomplete Complaints, are not Commie pinkos and are not necessarily in bed with the King (there are some Judges who are, but their dismissals of the sophomoric Complaints I have seen are not by reason of any coziness going on with the King); since it is a correct *Principle of Natural Law* to extract money out of people under some reciprocal circumstances where there is no written contract to be found any place, and even where one of the parties is convinced no money is due and owing (because benefits have been unknowingly accepted under the terms of invisible contracts).

Whenever a person attempts to effectuate a rescission of their Social Security Number, and severes the facial attachment of Equity Jurisdiction such a number creates, the Social Security Administration will normally respond in their rebuttal retort by citing and quoting from a Supreme Court Case called *United States vs. Lee*,[45] to try and convey the image that the *Rescission* you just filed with them is meaningless and that participation in Social Security is mandatory, just like in Poland. In reviewing *United States vs. Lee*, which was a unanimous Supreme Court Opinion written by Chief Justice Warren Burger, it is an interesting Case due to a combination of reasons. The factual setting is an intriguing Case in as much as it shows the difficult situations the Supreme Court is often placed into as correct law is pronounced on improvident factual settings that skew off to favor the King; unknown to the poor Citizen, invisible contracts are in effect he has no knowledge of, and so the Judiciary is being asked

to toss aside the contract because some of the terms it contains are philosophically uncomfortable to the aggrieved Citizen.[46]

Here in *United States vs. Lee*, the uncomfortable grievance is of a religious point of origin. Here in *Lee*, our factual setting story begins when our marvelous Amish Brothers in Pennsylvania, who tried to use their religious doctrinal philosophy as their excuse to try and weasel, twist, and squirm their way out of a numerous array of Commercial and political contracts they had previously entered into with the King. The Amish are very sincere folks known world wide for their majestic status of correctly placing importance on environmental tranquility; and who otherwise want no more out of Government than simply to be left alone and ignored.[47]

Against that well known background orientation, the Amish Petitioner sought an Employer/Employee tax exemption from Social Security payments, with the exemption sought being based on judicially enlarging a parallel off-point statutory religious exemption that their lawyers had uncovered.

(The Congress had granted by statute[48] to *self-employed* Amish and other religious groups, elective exemptions from Social Security Taxes. *Employers* and *Employees* were not granted this exemption courtesy).

Here in *United States vs. Lee*, an Old Order Amish farmer and Employer (who was not *self-employed*) failed to file quarterly Social Security tax returns and failed to pay Social Security Taxes for his Employees. Now a contract went into default, and the Judiciary acquired the grievance. The Amish farmer quoted from 26 USC 1402(g), and invited the Supreme Court to judicially enlarge the meaning of that statute to also now include Employers and Employees. The reason cited by the Amish farmer for the desired enlargement was the First Amendment's free exercise of religious rights, as they considered Social Security to be an unconstitutional infringement on their religious rights -- this is a very well known sincere and deep rooted Amish Doctrinal position, and the Supreme Court accepted the Amish religious position at full faith and merit.

[Although our Amish Brothers made the tactical mistake of hiring *ignorantia juris* lawyers and other such assorted clowns after the grievance arose; rather than taking the blunt preventative advice I gave Armen Condo to get rid of the contract altogether and deflect a prosecution from even occurring -- instead, the Amish folks kept their Social Security contracts, kept their Status as voluntary participants in that closed private domain of King's Commerce, kept their Taxpayer Status, kept their Status as covered Employees and covered Employers,

and kept their general contractual Equity Status with the King, and then also kept their political benefits and Their *Fair Labor Standards Act* benefits contract (which I will discuss later on). Rather than arguing that the Social Security contract the King wants payment on does not exist, the Amish admitted that the Commercial contracts existed, and then argued that sweet line sounding in the Tort of religious unfairness (an amateurish argument line lawyers excel in) to try and weasel out of the reciprocating *quid pro quo* the Commercial contract calls for, and that Nature requires. By the end of this Letter, you will see very plainly the existence of this invisible contract that I am referring to.[49]

The Amish are religiously barred from accepting Social Security benefits, but whether or not these particular Amish folks actually filed a written *Notice of Waiver, Forfeiture and Rejection of Benefits* with the King to attack the very existence of one of the contracts the King was collecting money under (*"Failure of Consideration"*), the Court Opinion offers no clear details.[50]

Since the King had quite a large number of invisible contracts in effect with these Amish folks, the actual rejection of some future cash benefits from one of the contracts individually is an unimportant question, and represents only a very small slice of the King's total contract pie].

So here we have an Old Order Amish fellow asking the Supreme Court of the United States to violate every *Principle of Natural Law* surrounding the execution and enforcement of Commercial contracts.[51] Under the *merger doctrine*, contracts we entered into yesterday lose their identity and significance as they are merged into contracts that we enter into today -- thus overruling those contracts we previously entered into -- and properly so, since the inability to go back and modify, enhance, or terminate existing contracts is irrational. So here we have our marvelous Amish Brothers, entering into Employer contracts with the King as Gameplayers in King's Commerce, and then trying to nullify a few selected self-serving terms in that contract by using wording found in an older Contract, a Constitutional Contract of 1787.[52] So the Amish had numerous contemporary Commercial contracts with the King, and then, in what I view to be almost the ultimate act of self-defilement,[53] the Amish asked the Judiciary to selectively annul a portion of their contemporary contracts with the King retroactively, just because they do not now feel like honoring some of the terms the contract calls for. I think that the Amish strategy was immoral; reaping the benefits of a Commercial contract without any reciprocity being exchanged in return as payment on it [however I am very sympathetic with the difficult position the Amish

are in, as they try and operate with multiple layers of invisible contracts dragging them down]. But the Amish didn't see any contracts in effect with the King, so they had no knowledge of their invisible contract defilement; just like many folks will go into the Last Day Judgment with Father without any knowledge of their invisible First Estate Contracts, either. And just like in the judgment setting of *Lee*, when incorrect arguments sounding in Tort are thrown at Father at the Last Day, those very appealing arguments will also be tossed aside and ignored, at that time. In *Lee*, Warren Burger ruled (and I concur in every line he wrote) that their Social Security contract makes no provision for such a weasel out, and that no new judicially enlarged religious exemption will now be created to exempt Amish Commercial Gameplayers -- *Employers and Employees*. I am different from Warren Burger in that I would have explained to the Amish their error in contract, and I would have presented the Amish with contrasting views on the priority of Commercial contracts in settling grievances -- of which Warren Burger mentioned, but did not elucidate on. I see real value in presenting folks with contrasting opposite views.[54] Other than for that deficiency element, which I would have remedied through contrasting explanations of error, the summary and brief conclusions of Law and of the Game Rules for participants in King's Commerce that Warren Burger wrote about, are quite accurate; and the elevated priority status of contracts in overruling Tort claims of First Amendment infringement were also correct -- but discernment is often difficult without having been first given contrasting background explanations of error.[55]

The Amish request to weasel out of their Commercial contracts with the King is therefore denied, and properly so. If I was in Warren Burger's shoes, I would have come down on the Amish folk a lot harder than Warren Burger did (and in so doing, I would have made the Amish petitioners see the fundamental error of their ways; but Warren Burger just does not now, and never did, elucidate himself very well at all.) So if we were in Warren Burger's shoes, we wouldn't want to change one single substantive thing in the Law that all voluntary Gameplayers in King's Commerce must abide by House Rules.[56]

Another thing we would not want to change is anything substantive in American Jurisprudence either; however, Gremlins do not share our views.[57] Remember the general rule: The Constitution of 1787 cannot be held to interfere with the execution of contemporary Commercial contracts. For the Judiciary to hold otherwise is to have the Judiciary work a Tort on the party the "unfairness" operates against, and places the very existence of contracts in a questionable state of uncertainty. Important benefits were accepted and experienced by both parties; to have the Judiciary hold that some accepted Commercial

benefits can be retained by reason of overruling Constitutional Tort intervention once previously waived when the Commercial contract was initially entered into, is to take Nature out from underneath the Oak.[58]

The Constitution was never designed or intended by our Framers to negotiate terms of contracts -- never. If you are coerced by the King into being an involuntary party to a contract in order to enjoy a substantive natural right by clever administrative rule making (e.g., the rights of association, speech, work, and travel), then that is another question; as contracts claimed to be in effect where Tort elements of duress and coercion were present at the time of initiation loose their paramount standing, and so otherwise off-point Tort Law Government restrainments found in the Constitution would then take upon themselves vibrant new practical meanings and now appropriately intervene into grievances where the very existence of the contract itself is disputed. But the Amish made no such duress averments, no complete benefit waivers [or any benefit waivers at all, in whole or part], nor where there any objections made to the very existence of their Commercial contracts they had entered into with the King. So their contracts with the King stand unquestioned. With this air-tight Commercial contract scenario in mind, consider the following words of Warren Burger that are now partially quoted by the Social Security Administration lawyers in their retortional rebuttals to facial Social Security Number equity rescissions coming into their offices from Protestors:

> "The design of the system requires support by mandatory contributions from covered employers and employees. This mandatory participation is indispensable to the fiscal vitality of the social security system."[59]

I happen to agree with that statement totally. And if you understand Nature, you should too, otherwise go back and read it carefully again, as it only applies to covered *[ersons*. Covered *persons* have contracts with the King, and contracts should be honored, so stop asking to have the Judiciary help you weasel out of your contracts, based on philosophical political discontentment with some of the terms your contract calls for. I don't have any problem with Warren Burger's pronouncements, and furthermore, I don't have any problems with the merit and substance of the Social Security Administration's position that your contract rescission is utterly meaningless: Because the King has an invisible contract on you even without a Social Security Number, if you accept the King's intervention and benefits in your Employer/Employee contract. Remember the Pan Am jet leasing example, or of our friend the *seemingly* stupid roofing contractor who went

right ahead with his work without any written contract in effect: You don't need a written contract on someone else in order to work him into an immoral position on non-payment of money; and neither do you need a written contract on someone else in order to forcibly extract money out of him in a Judicial setting (written statements of contracts do offer the benefit of settling grievances in accelerated pre-Trial judicial proceedings, but written contracts are not necessary, here in the United States of 1985, to attach liability and extract money out of other people). But you do need to get that other person to accept and then experience some benefits you previously offered conditionally. That is a correct *Principle of Nature*; to understand why, then consider the moral consequences of allowing someone to want and then experience some benefits without any reciprocity being required back in return. So whether you never had a Social Security Number, or if you had one and then later revoked it, that non-existence of a Social Security Number is, of and by itself, irrelevant and meaningless. So the Social Security Administration is exactly right in this sense: Your Equity Jurisdiction rescission is, by itself, meaningless, and contributions covered by Employees are and remain mandatory. (But unlike the Social Security Administration, I just told you why -- as the practical acceptance of federal benefits in an Employment setting overrules the non-existence of an administrative number.) Social Security is very much a wealth transfer instrument.[60]

And now that we are all cognizant of that, in order to get out of this Social Security wealth transfer instrument, in addition to effectuating a rescission of your facial attachment of Equity Jurisdiction via a Social Security Number, you must also effectuate an applied Equity severance by objecting to the King's intervention into your relationship with your Employer, and waive, refuse, and reject the King's benefits -- and not just the future benefits of retirement income everyone knows about, but also the immediate environmental protection benefits that all Employees experience (as I will later discuss). If one of these lily white (absolutely free from Equity contamination) non-Commercial factual settings is ruled upon adversely by the Supreme Court some years from now (that is, they rule, in some well-oiled pronouncement, that the overriding Public Policy interests involved must preclude the ability of a prospective non-Commercial Employee who involuntarily entered into the shoes of an *Employee*, to waive and reject unwanted benefits, and that our Founding Fathers in 1787 just did not understand the complex world we now live in, and that the Supreme Court just does not have the time it takes to talk about *Principles of Nature* or of the quiescent ambiance that permeated the relationship between the King and the Countryside up to the 1900s, and that the Federal Taxpayer Status with its attendant criminal

liability provisions is now mandatory by all Americans just in order to eat and have a simple *livelihood*), then that's fine with us, as it is important to simply get it out into the open: Since the King is then dealing with us out in the open under Roman Civil Law styled force and coercion, then our reciprocation will then be on similar terms.[61]

But as for important present considerations, this Objection and Benefit Rejection must be served synchronous with the timing of your entrance into your next non-Commercial Employee/Employer contract. Now that we understand that the entire *Employer/Employee* relational setting is Commercially oriented from top to bottom, may I also suggest in providence that a change in addressable names from *employment* to, perhaps, livelihood, and from *Employee* to *worker* might be recommended; together with explicit disavowal of the characterization *employment*, due to the inherent *commercial benefits accepted* and important *business* stigma it automatically creates with Judges -- a stigma that automatically overrules and annuls any and all Tax Protesting courtroom arguments sounding in the Tort of Constitutional unfairness.[62]

Interestingly enough, *United States vs. Lee* closed on an Commercial note; almost as if Warren Burger was announcing a Talisman to those who would also foolishly follow the Amish lead and dishonor their own Commercial contracts with the King. His warning and *caveat* to those who would enter into Commercial contracts are words wise to consider:

> "When followers of a particular sect enter into Commercial activity as a matter of choice, the limits they accept on their own conduct as a matter of conscience and faith are not to be superimposed on the statutory schemes which are binding on others in that activity."[63]

But what if you are different?

What happens if you did not enter into that closed private domain of King's Commerce as *a matter of choice*?[64]

What if you are forced into Commerce by clever administrative rule making on your Employer, through the operation of a contract that your Employer already has with the King for other reasons? Now what?

In my personal facial Equity rescission, I claimed that the Social Security Administration is jurisdictionally similar to a Federal District Court, i.e., on a limited jurisdictional mission by the Congress, and that they have no grant of jurisdiction in Title 42 to prevent, interfere, or obstruct with terminal contract rescission and benefit forfeiture, nor does Title 42 in any way restrain the

cancellation of Social Security contracts and the attachment of Equity Jurisdiction with the King such a contract initiates. And these rights are self-existent under Common Law unless specifically overruled. And I emphasized the waiver and forfeiture of benefits, and toned down the significance of the rescission of the assigned Social Security Number itself. So in the retortional rebuttal response I received back from the Social Security Administration, no such off-point foolish rebuttal was made to *United States vs. Lee*, and the entire rebuttal Letter, which was rather long, simply went from one paragraph to the next telling me of all the dire practical consequences I would be experiencing without having a precious little Social Security Number in effect.

To those *persons* who have Social Security contracts, both the United States Social Security Administration and the Contract itself is governed by Title 42, *Social Security Act*, and so Title 42 now becomes the terms of your Social Security Contract.

Question: Have you ever read your contract?

Why are so many folks so willing to enter into contracts they have never read? Typically, the response would be something to the effect that:

> "Well, it's just a checking account..."

No, it is not just a bank account. No, it's not just a Social Security Number. Those contracts have multiple secondary and ripple tertiary effects that expose people to criminal liability for nothing more than mere forgetful negligence on their part. They are *Conclusive Evidence* of your having accepted a Federal Commercial Benefit. I don't know why most folks are indifferent to the terms and consequences of contracts they enter into; and one of the consequences that holders of Social Security contracts experience is that the presentation of your Social Security Number to your Employer synchronous with the initiation of your relationship with him seals your Status (and your fate, in a sense) as a Taxpayer, and gives rise to a just liability for a reciprocal *quid pro quo* payment of the Excise Tax on your wages by adherence (as a hybrid juristic Adhesion Contract) to Federal tax statutes (Title 26), and furthermore, gets you into an immoral position if the tax is not paid (since under Social Security, the King is now a participant in contractual equity with you). If you want to challenge the King on this, then equally important with your personal relational Status is the importance that both your Employer's termination threats and your Objections have to be in writing, as a confrontation with the King is coming, and you cannot afford to have a disputed factual setting surrounding that Objection and its timing --

because you are attacking the very existence of invisible juristic contracts that take effect whenever qualified Royal benefits are accepted. If no initial refusal was made by you to provide a Social Security Number to your Employer, and no objection to the presentation of your Social Security Number was made at the time actual presentation was made, then failure to object timely is fatal, and Magistrates have no choice but to ignore your defenses later on when a confrontation with the King arises, and to characterize your Protestor caliber "wages are not taxable," and "no liability exists to Title 26..." arguments, at that time, as being specious and frivolous, and properly so.[65]

If I was a Federal Judge, I would express discontentment with your flaky arguments in far more aggressive characterizations than the mild playful ensnortment by Federal Judges I have seen in action.[66]

If this model scenario of initial refusal followed by continuing objection was not correctly replicated in your present employment initiation setting, then pay your Bolshevik Income Tax this time and eat it; no war was ever fought in a single campaign, and setbacks and reversals are always expected by sophisticated strategists in all disciplines (subject to the qualification that intellectual wisdom and factual knowledge were acquired in place of some other tangible form of conquest).

In summary, consider the following Case Study: If I were to lease you my car, and we signed an Agreement to that effect stating everything, we now have a contract... Right? No, not yet. There is no contract in effect until benefits have been accepted and you take possession of my car. That acceptance of benefits is the Grand Key to lock yourself into, and unlock yourself away from, contract liability altogether, *in toto*. The only reason why Signing the contract sometimes creates the contract is because the written statement of the contract contains the admission by you that you have accepted a benefit. Now let's give this continuing auto leasing scenario a factual twist: You now have taken possession of the car, and while you are out driving around in my car, you file a *Notice of Rescission of Contract*, *in rem* on me, telling me that you are cancelling the Automobile Rental Agreement we signed. Does that Rescission cancel the contract? No, it does not, and the contract very much remains in full force and effect. And I, as the owner of the car, can go right ahead and keep extracting all the money out of you that the contract calls for. In fact, I actually don't even need any written statement of the terms of the contract at all -- I can sue you and very much win. I would not need to prove that you did in fact accept my benefits, which isn't that difficult, and then I would need to prove the amount of money damages due (by showing a

judge a long list of those other people I have rented that car to, and the amounts they paid). So why do merchants want written statements of contracts? Because without written admissions from you as to what the terms of the contract were, I would have to deal with you in a protracted trial setting which is financially expensive, and go through the trouble and nuisance of adducing supporting evidence (which costs money), whereas with written admissions your little lies and denials get tossed aside and ignored and I can deal with you very effectively and inexpensively in accelerated Summary Judgment Proceedings --hearings only. So a written statement of the contract in writing does not create the contract -- it is just a *Statement of the Contract*; and it is actually the exchange of valuable Consideration (benefits) out in the practical setting that creates the contract and initiates the attachment of your contractual liability. I know that this line appears to be different or even contrary from what you have been taught by others since its angle of presentation is unique -- but read on, and you will see that I am only enlarging on the information your intellectual repository of factual knowledge already possesses. The only time when signing your name to a statement of the contract actually initiates the contract is that when synchronous with signing the statement, you also make the written admission therein that you have accepted a benefit -- usually stated as:

> "In exchange for good and valuable Consideration in the amount of $1.00, the receipt of which is hereby acknowledged by Party X...")

Now with that admission by you, of having accepted his benefits, the merchant has you tied down tight: But it is not your signature that ties you down into a contract -- it is your admission within the statement of the contract that you have accepted a benefit that ties you down. I have had considerable experience with Retail Installment Financing going back into my days at High School when I sold mobile homes part time -- and I am unaware of any Retail Installment Contract, Mortgage, credit loan, or Security Interest Contract I have ever read or placed with a lender that does not extract the specific admission from you that a specifically defined Consideration (a benefit) has now been accepted. This acceptance of a benefit is so important that lawyers will go right ahead and put the benefit (Consideration) acceptance recital right into the statement of the contract anyway as a redundancy factor, even though the lawyer knows very well what primary benefit it was that you really accepted (the car, the boat, the house, the plane, etc., whatever it was). Therefore, if circumstances come to pass and the boat, car, house, etc. gets repossessed back into the hands of the seller for some reason, then the contract still survives the *Consideration Failure* of

the primary benefit, since some secondary benefit ($1.00) was retained by you. So yes, your signature on these Commercial contracts is very important, but only because the contract extracts the admission out of you that benefits have now been accepted, and not because the existence of the facial written statement of the contract means anything else.

Well then, while out gallivanting about in my car that you had leased from me, just what does that *Notice of Rescission of Contract, in rem* that you served on me mean, as you attempted to unilaterally terminate the automobile lease? That *rescission*, of and by itself, means absolutely nothing, and you are wasting your time even writing it. Only when you redeliver the car back to me, only when you cease accepting my benefits, does the contract then actually terminate -- that is when the *Notice of Rescission* might mean something. If I am your Landlord, and you are renting an apartment from me, the anything we sign or agree to orally gets *automatically* extended if you keep the apartment keys (keys are evidence of continued possession of the apartment benefit). That's right, once knowledge of a *Principle of Nature* is learned in one setting, its application is automatically known throughout all settings.

This is the Grand Key concept to understand in unlocking yourself away from undesired contracts; it is fundamental and is of maximum importance to understand, in order to understand why Federal Magistrates correctly rule, with such rare gifted genius the way they do; as they first snort at, and then toss out, a Tax Protestor's *Notice of Rescission of Contract, in rem* filed on some Birth Certificates. If you kept possession of the car (retention of benefits) after the written statement of the contract was unilaterally rescinded, somehow, then that *rescission* means absolutely nothing, and I can go right ahead extracting all the money out of you that the contract called for, without any facial written contract in effect at all. This is also why the lawyers in the Social Security Administration are also absolutely correct as they snort at Social Security Number rescissions where there has been no irrevocable benefit rejection filed. Therefore, Federal Magistrates who snort at, and then toss out, arguments that discuss *in rem contract rescissions* are not in bed with the King, as it is a correct *Principle of Nature* and American Jurisprudence that it is the practical acceptance and use of benefits that is the key determining factor on the liability question of holding someone to a contract or not (initially attaching liability). And so merely stating the terms down in writing, or not, is actually unimportant in initially attaching liability; also unimportant is whether or not the terms of the contract were recited in front of witnesses, or even in front of a judge, or in front of a

Notary Public, or recanted verbatim on the floor of the United States Supreme Court in Washington. All of those contract procedures have their time and place to preventively deflect the potential unenforceability of a particular covenant within the contract -- which if the disputed evidentiary picture occurred would then make contract enforcement expensive and tactically difficult by requiring a Trial. But getting you to admit the terms and conditions of the contract makes your future lies and denials a waste of time on your part. But none of these contract enforcement procedures of written admissions or of collecting neutral witnesses (designed to allow for inexpensive contract enforcement by way of summary pre-Trial hearings) ever defines the essential and fundamental underlying structural question of liability attachment itself. And so merely noticing out to the other party the *in rem contract rescission* is utterly meaningless. Generally speaking, Federal Magistrates are your friends, and they even remain your friends while that Courtroom kingdom of their is swirling in a whirlwind of unbridled retortional ensnortment following your *rescission* submission for an annulment of taxing liability without a correlative waiver and timely rejection of all political and Commercial benefits that was filed with the King preceding the taxable years the IRS now wants addressed as the grievance. And as for the King's Agents in the United States Social Security Administration, when they rebuff your facial *in rem* equity contract rescissions, they too are absolutely correct: Mere rescission of the written instrument itself is unimportant and meaningless, and what is important is your acceptance and use of Federal Benefits. And accepting the King's benefits by going to work in an environmentally protected occupational Status as an *employee*, without any waiver and rejection of the King's large volume of labor-oriented benefits, does correctly give rise to a taxing liability on you (under *Principles of Nature* relating to the immorality of allowing someone to get away with unjust benefit enrichment), with the amount of the tax being measured by net taxable income (or anything else the King's statutes, as stating the terms of the contract, so define). To waive and reject tangible benefits, you need to return possession of the property to the owner (such as surrendering the keys to an apartment you may have rented, or surrendering the car if a car rental agreement was in effect. Intangible benefits are waived and rejected by formal Notice stating so in writing (or orally with witnesses).

The reason why benefit rejection is best done in writing is for the same identical reason that complex contracts are best stated in writing: So that all of the details can be presented on the record, without protracted evidentiary presentations just to establish what the record is. Try and find me three people who can memorize a 25-page *benefit rejection statement* word for word; like contracts, you do not

need the *rejection* to be in writing in order for it to be Judicially recognized as sound and valid, but failure to make a record of it causes you the additional expense at a later time of first proving just what was *rejected*, before addressing the merits of the *rejection* arguments themselves. So placing statements in writing is a benefit for yourself relating to the economy of producing evidence later on, and the mere absence of a written record does not derogate your standing before a judge -- although you are unnecessarily inconveniencing yourself.

Being rebuffed by the King's Agents in the Social Security Administration (by their telling you that you rescission is meaningless and contributions remain mandatory) should not be the End of the World for anyone; properly handled with an inquisitive spirit about you, such a bureaucratic rebuffment is only the beginning of a quest to find out why such a rebuffment took place, and then to find out just what is the larger meaning of all of that; and so failure to keep yourself in a teachable *state of mind* is what is really self-damaging. And correlative to that, always remember just one thing: The King wants your money, and he's got plenty of ways of getting it, by getting you to accept his wide-ranging array of invisible and intangible benefits without you even knowing it.

The most important element of any playful little battle with the King is the factual setting that you will present to the Judiciary for grievance settlement; and the next most important element is the correct Pleading of the relevant points of law and the technical facts that you want that law to operate on, inuring to your favor.

There is a judicial reference to a particular subdivision classification of contracts where the factual setting surrounding the initiation of the contract is characterized such that one of the parties is in such an unevenly strong bargaining leverage position, that the terms of the contract are always presented on a "take it or leave it basis";[67] these contracts, entered into this way, are in a special status, and fall under what is called the *Adhesion contract doctrine*. These Adhesion Contracts are typically the case when dealing with store clerks and other low-level public interfacing instruments when buying automobiles, homes, or anything on time payment plans, since the clerk simply hands you a pre-printed form, and simply expects you to approve of it. As a result of the dominate leverage position obtained when pre-printed forms are used by some low-level clerk or contract agent who has no Grant of Corporate Jurisdiction to change, modify, or rearrange any terms contained in that statement of the contract; and so the contract is full of terms, conditions, and waivers of procedural defense lines ("the buyer hereby waives his right to a Notice of Protest") that would never be there if the

contract was negotiated from scratch each time.[68]

In Commercial Law, the requisite "Meeting of the Minds", so called, is known as *mutual assent*. Judges conveniently ignore this *de minimis* Common Law indicia for contracts when a Juristic institution is a party to the contract, with statutes then containing the terms and content of the contract. With Juristic institutions involved as parties to an Adhesion Contract, Judges want to see the *quid pro quo* of reciprocity -- the acceptance of benefits -- being there by you as an Individual, but generally they have no interest in making sure that there was this *mutual assent* in effect between the parties. As I will explain later, many things are routinely inferred by silence as *presumptions*; however, telling some neighboring Prince that you do not approve of some precious little statute that operates without the adducement requirement for either a *mens rea* or contract, and then going down into his Kingdom and committing the heinous act, and then later arguing lack of *mutual assent* as a defense line in a criminal prosecution, will not likely trigger a dismissal on the merits.[69]

The terms and conditions of contracts in effect by statutory pronouncements are deemed to be in a quasi "like it or lump it" status, aloof from the Common Law requirement that knowledge and desire to be in effect.

As it would pertain to you and me, Adhesion Contracts are in effect whenever we sign a lease with a landlord, buy a television or automobile -- i.e., in any Commercial setting where standardized, pre-printed contract forms are used, and the low level salesperson you are dealing with has no agency jurisdiction to modify the contract's terms at all. As the purchase price gets bigger, the general rule is, the less "Adhesive" the terms of the contract becomes; so purchases like jets, chemical plants, oil refineries, pipelines, and large real estate properties, etc. are very rarely on standardized forms. As the word "Adhesion" is used throughout this Letter, it means to say that once benefits are accepted by you, and the terms of the contract are written in statutes, then you are deemed to be bound by the terms of the statutory contract, "adhesively" (meaning forcefully, like glue). Incidentally, the only defense out of "Adhesion Contract" that numerous legal commentators have issued advisory memorandums on, involves your being able to document (prove) that you did not accept the benefits of that statutory contract. Once your adversary adduces to a judge that benefits have been accepted, the formation of the contract is deemed to be complete, and there are few outs remaining.

*Employees*, so called, are bound to Federal Statutes by a combination of devices, such as the acceptance of Federally created income generating benefits under the protection and advantages of the *Fair*

*Labor Standards Act* (which gives Employees the upper hand over their Employers) by those persons accepting benefits such as corporation situs *employment* and Government contract enforcement of that *employment*. Not that the King is really responsible for the primary benefit of that corporations' offering you an employment position,[70] but that once the corporation does offer you the position on your own merits, the King then intervenes into the Employer/Employee relationship to give Employees rights and the upper hand over their Employer through an array of direct benefits, as well as restraining the Employer in some areas. That Employer, no doubt, is involved with Interstate Commerce, and that Employer is up to his neck in air-tight redundant contracts with the King; and so now the King is using that contractual relationship with your Employer to force a transfer of his benefits over to you. Remember all along that I have been saying that the key words to get out from underneath the King and his Equity Jurisdiction lies in refusing to accept his benefits, and in doing that, you negate the expected reciprocal *quid pro quo* Federal Judges see very clearly as they snort at Tax Protesting suits seeking withholding relief of some type.[71]

All courts, state and federal, who have commented on Adhesion Contracts, in explaining why *Defendant so and so* is in fact attached to a Contract of Adhesion, all pronounce similar Adhesion Contract governance: That the best way to defend yourself against Contracts of Adhesion is to go back to the very seminal point of contract formation and attack the very existence of the contract at its origin, by proving that you did not accept any benefits, since the adhesion contract, like all other contracts, came into effect whenever benefits, offered conditionally, were accepted by you. And where the records show that benefits have been accepted, the liability will always follow. Viewing this from a Judge's perspective, this means two things: When did you decline the benefits, and how did you decline the benefits? So if you improperly Objected (meaning, not in writing and therefore the explicit disavowal was disputed), or Objected belatedly, then you automatically lose; I don't know how to explain it any simpler.[72]

But under this *Fair Labor Standards Act*,[73] the Congress has intervened into the relationship between Employees (and not consultants/contractors) and Employers: To give Employees the upper hand over their Employers under certain limited circumstances and under certain limited conditions[74] (such as Employees cannot be terminated for pregnancy, no racial discrimination permitted, minimum wage required, minimum sanitation environment required, maximum numbers of hours per week that can be worked is mandated, minimum vacation time off is required, hearing required on demand, and in

Title 11 ["Bankruptcy"], Employees are given absolute priority over all other secured and unsecured creditors in an Employer bankruptcy proceeding). Railroad Employees too have an entire sequence of proprietary statutes just custom-tailored for them;[75] and in addition, there is a long list of other benefits that inure to those persons accepting the benefits in a livelihood from the federally protected occupational business Status of an *employee*.[76]

So Employees are in a special environmentally protective enrichment setting by the King's assistance;[77] however, things were not always this way. Our King is somewhat unique in that his jurisdiction is limited in nature; in order for the King to have the jurisdiction to throw benefits at something, there first has to be a requisite Grant of Jurisdiction for him to create the regulatory jurisdiction. There once was a day and age in the United States when there existed a presumption against the existence of *interstate commerce* in the *Employer/Employee* relationship; there was once a Time and Age in the United States back in the 1800s when the words *Employee* and *Employer* meant no more on the floor of a Courtroom than they meant on the street corner. Back in those days, there was somewhat of a quiescent relationship in effect between the King and the Countryside; and in such a passive setting, there was no such *Employment* taxation contracts in effect back then, and so the King was not expecting that much in return from us. But today in 1985, things are different -- today multiple invisible juristic contracts are in effect, and if we do not get rid of incorrect reasoning sounding in the sugar sweet tones of Tort, we will be damaging ourselves.[78]

In a grievance where the reasoning turned on the question as to whether or not it was permissible for the King to pre-emptively assert a regulatory jurisdiction in effect between Employers and Employees, the Supreme Court had the typical Federal Government type of arguments thrown at them that the relationship between Employees and their Employers just *crucially* affected Interstate Commerce:

> "Much stress is put upon the evils which come from the struggle between employers and employees over the matter of wages, working conditions, the right of collective bargaining, etc., and the resulting strikes, curtailment and irregularity of production and effect on prices; and it is insisted that interstate commerce is greatly affected thereby..."[79]

But the relationship of Employer and Employee was declared to be distinctively local in nature, and not an appropriate setting for pre-emptive Federal intervention:

> "The relation of employer and employee is a local relation. At common law, it is one of the domestic relations. The wages are paid for doing local work. Working conditions are obviously local conditions. The employees are not engaged in or about commerce, but exclusively in producing a commodity. And the controversies and evils which it is the object of the act to regulate and minimize, are local controversies and evils affecting local work undertaken to accomplish those local results. Such effect as they may have upon commerce, however extensive it may be, is secondary and indirect. An increase in the greatness of the effect adds to its importance. It does not alter its character."[80]

And if you accept the benefits of the King's intervention and protection, through such devices as the *Fair Labors Standards Act*, accepting Social Security Benefits, and Government enforcement of that Employment contract, it is very reasonable and very ethical and very proper under *Principles of Natural Law* for the King and your regional Prince to get paid for having done so. Contrary to the howling of Protestors, our Father's Law is not being contaminated by the taxation of Employees in the United States, since today, unlike yesterday, invisible contracts are in effect, and our Father's Law already knows how to deal with contracts.[81]

Since our King has intervened to give Employees the upper in some key selected areas, such as creating a slice of *lex* to throw at us, like his high-powered *Fair Labor Standards Act*, our King now wants a percentage piece of the action from the Employee -- and that does not bother me at all.[82]

(I may personally view the percentage slice the King wants to be a bit aggressive and excessively generous towards the King when analyzed from a *cost/benefit* perspective, but the underlying moral and ethical reciprocal considerations regarding the mandatory exchange of benefits remains intact). Now that an Employee knows his Status as a beneficiary of Federal intervention and benefits, rather than badmouthing Federal Judges, one such person might very well ask the question,

> "...Gee, most of those benefits never apply to me. Throwing half my income out the window every year to Washington for those benefits is just not worth it."

That analysis is quite accurate for most folks: It isn't worth it; but monetary worth is a business question each of us needs to ask and decide for ourselves, and this is not a question of Law for a Judge to come to grips with in some type of a contract enforcement proceeding,

after we have previously accepted those benefits without ever filing a timely objection and rejecting benefits. In every single Tax Protesting Case that I have examined, based on the arguments submitted, I would have ruled the same way the Judge did. I know that most folks -- Particularly *Tax Protesters extraordinaire* do not want to hear this line and don't want to be told that it was themselves all along who were in error and not the Judges, but it's about time someone revealed your error to you.

So any half-way clever King, who wants maximum revenue enhancement, is always searching for new ways to get more folks to accept his benefits; and once benefits have been accepted, then the Constitution fades away in significance, as it's design to restrain Government under a few Tort Law factual settings is no longer applicable.[83]

And to those types who experience benefits from the King, but don't want to pay for them by a philosophical reason of political discontentment with something grand that the King is pulling off again with looters and Gremlins, then these Kings always have a redundant pile of Aces tucked neatly up their royal sleeves, just tailor-made to deal effectively with these recalcitrant types; the type that experience benefits provided by a third party, but who refuse to reciprocate and part with any *quid pro quo* money in exchange for benefits accepted. Federal Judges have a characterization I once heard for this type of a Protestor: *a cheap person*. For these folks, the King has Nature on his side (a state of affairs warranting the Tax Protester's failure in a Courtroom, a state of affairs Tax Protesters never seem to bother addressing when disseminating legal advice fixated on talking about technical reasons why the United States should not prevail based on impediments in the King's *lex* and Charter); for these recalcitrant Protesting types who believe that they are correct, the King has actually worked them into an immoral position: The Protester is up to his neck in multiple layers of invisible juristic contracts with the King, and the Tax Protester doesn't even know it. Nature is operating *against* the Protester, and the Protester does not even see it. Yes, there is a very good reason why so few Protesters are winning in the Courts: Because the Protester was not entitled to prevail for any reason.[84]

Unlike Protesters, I am not concerned about what some little snortations are that fly around inside a Judge's mind; however, what Father is going to do about this or that -- now *that* concerns me. If the Protester would now only Open his Eyes to see the invisible Contracts Father has on us all down here from the First Estate, and learn experientially from dealing with the King in distasteful contracts whose origin is literally Hell itself, not to use

structurally similar Tort Law reasoning and rationalizations when dealing with Heavenly Father in a known impending Judgment, the ex-Protester can magnify his stature before Father and avoid altogether being on the wrong side of what will be the biggest Contract Star Chamber this world will ever see: The Grand Judgment of the Last Day.[85]

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**Footnotes:**

**[1]** The reason why you can't provide a Social Security Number, of course, is because you do not have one. So although your written rescission filed earlier with the Social Security Administration is, of and by itself, meaningless for taxing liability reasons, it remains a necessary accessory evidentiary element of the total factual setting your new *liberated* Status lies in, as will be seen later. The presentation of a Social Security Number to others is, under some circumstances, a Federal crime, and properly so -- as a *mens rea* is present in the mind of the actor, and *corpus delecti* damages are experienced by others. If some playful circumstances ever make their appearance in your life where the dissemination of someone else's Social Security Number would be innocuous, consider giving them Richard M. Nixon's Social Security Number: 567-68-0515. [return]

**[2]** If you are involved with an invisible contract, i.e., no Social Security Number in effect, but accepting the King's intervention and benefits, then the Constitution does not apply, as the Constitution does not operate to restrain or interfere with the operation of Commercial contracts. Several other important benefits need to be rejected timely and appropriately before triggering sympathy from Judges; and those benefits will be discussed later. Acting like a Tax Protestor by claiming fairness rights found in the *Bill of Rights* applicable to factual settings sounding in Tort, while accepting the King's important Commercial benefits inuring to *Employees*, will get you absolutely nowhere in front of a Federal Judge. So this Objection must waive, reject, forfeit, and forego through explicit disavowal, all such Commercial benefits normally deemed to be in effect through silence [and I will explain *silence* later on, as *silence* is often high-powered]. [return]

**[3]** Claiming the 14th Amendment as a source of rights (by claiming yourself to be a beneficiary party to the 14th Amendment) will carry the secondary effect of diminishing your Status if not handled properly, since the 14th Amendment is also a source of invisible Admiralty like benefits that create taxation contracts. Arguing 14th Amendment rights [*rights* meaning really: 14th Amendment restrainment of Government Tortfeasance] should generally be avoided absent a good

knowledge on what adhesive tentacles of King's Equity the 14th Amendment creates for American Citizens. Here, in an *employment* setting, first we argue that there are contracts in effect [by reason of no juristic benefits accepted], and then after we correctly get rid of invisible juristic benefits that in turn create invisible expectations of taxation reciprocity -- then, and only then, can we now argue the Tort of fairness in obstructing *Right to Work* restrainments on Government. Tax Protestors experiencing setbacks and hard rebuffments in Courtrooms all across the United States as they argued for rights and quoted the Founding Fathers and all that, never attempted to first get rid of the King's contracts, so automatically from the scratch, Tax Protestors are not entitled to prevail under any circumstances. Once the invisible contract of *employment* [and the taxation expectation stigma it creates in the minds of Judges], has been gotten rid of, then unfairness defenses sounding in Tort are entertainable. For example, other Government restrainments lie in areas like *International Law*, which is in effect by Treaties executed defining minimum Human Rights, etc. The United States State Department has defined the *Right to Travel* and the *Right to Work* as being among the multiple *Entente* meanings of "Human Rights" in those treaties. The very idea that *International Law* can operate to obstruct domestic tax collection, however correct a force of Law under some limited factual settings, is an idea that Federal Judges will view as being particularly irritating. The United States has many Tax Treaties in effect with foreign jurisdictions, and some of those Treaties contain covenants that very much intervene into domestic tax collection by reason of prohibiting multiple taxation events like *Double Taxation* on various combinations of specialty assets or income streams. If you do not look forward to playfully tussling with Judges, then the exclusion of this argument might be appropriate. In any event, be mindful that *International Law* is binding only on Juristic Institutions and not on any other *Person*, yet the interposition of *International Law* is still relevant here since your Objection is centered in part around clever administrative rule making originating from a juristic source.

> "...Treaties have the effect of overruling state and Federal laws. ... This is not generally well known." - Chief Justice Warren Burger, in the *New York Times Magazine*, September 22, 1985.

What Warren Burger is referring to is known as the interposition of *International Law*. This *International Law* is generally binding only on Juristic Institutions themselves -- but for purposes of Gremlin conquest, that's enough. Article VI of the Constitution declares that both the [statutory] laws of Congress and foreign Treaties shall be "...the supreme law of the land," which is a catalytic source of

snickering by Patriots to throw invectives at Federal Judges. However, Federal statutes are actually on Status parity with Treaties so that:

> "...a treaty may supersede a prior Act of Congress and an Act of Congress may supersede a prior treaty." - *Reid vs. Covert*, 354 U.S. 1, at 18 (1956)

This superseding priority of Treaties over Statutes over Treaties over Statutes based on recency of Time is another restated operation of the *Principle of Nature* I mentioned in the Armen Condo Letter that contracts we enter into today overrule contracts we entered into yesterday; a Principle which also surfaces as an important structural element in the *Merger Doctrine*, as lawyers call it, and which surfaces again anywhere and anytime when on replacement contract is entered into overruling a previous contract, just as our Covenants with Father now in this Second Estate overrule and supersede our First Estate Covenants, which in turn fade away into insignificance. [return]

**[4]** In a Federal criminal prosecution of an acquaintance of mine, where the defense was Status oriented (however improvident a Defense Line since contracts were in effect), the local United States Attorney objected to the validity of the *Birth Certificate Rescission* because under Federal Rules of Civil Procedure, the designated agent to accept legal service for the United States is the Attorney General, and the Defendant had only noticed out the rescission to the Secretary of Commerce. Now, whether or not those Federal Rules of Civil Procedure, which regulate the exchange of procedure between adversaries in the heat of a judicial battle, are applicable to an Administrative *in rem Rescission of Contract*, is disputed. But that is not important. What is important is the knowledge that when the King's Attorneys see their criminal prosecution start to fall apart and collapse in front of them, they will then pick apart and cite any off-point anything -- just trying to get your facial *rescission* declared void. In that particular prosecution, the rescission was *Federal Expressed* to the Attorney General in Washington as soon as the United States Attorney's Motion to Strike brief was received by the Defendant. So by the time the Trial Magistrate heard the oral arguments, the improper service question was moot, and the Judge offered no validity opinion on that procedural question. So even though the statutory necessity of service on the Attorney General for these administrative rescissions is disputed, for the minimum incremental cost serving such an additional rescission party burdens you, omitting to serve the Attorney General in all Federal Administrative *Rescissions, Notices of Benefit Rejection,* and *Objections*, might be discouraged. [return]

**[5]** The mere unilateral Status declaration by you, that you are not a Taxpayer is, of and by itself, meaningless; however, adducing

collateral evidence showing that terminating contract rescissions were effectuated timely is very significant. By the end of this Letter, you will know what contracts are deemed very important by both State and Federal Judges, and just what *rescission* means something. [return]

**[6]** Title 31, Section 5103 ["Legal Tender"]:

> "United States coins and currency (including Federal Reserve Notes and circulating notes of Federal Reserve Banks and national banks) are legal tender for all debts, public charges, taxes, and dues. Foreign gold or silver coins are not legal tender for debts." - 96 *U.S. Statutes at Large* 980 (September 13, 1982). [return]

**[7]** When your Employer terminates you, what is being displayed to you is the exterior manifestation of a deeper tremor originating with a contract they have with the King, that a regulatory jurisdiction created. Trying to earn a livelihood in such an Employment setting is not the only place where there is tension in effect between the beneficiaries of regulatory programs (such as participants in King's Commerce), and your private and personal rights as an *individual*. For commentary on parallel friction in effect and damages that are created whenever a Juristic Institution erects the barriers of a regulatory jurisdiction -- either for their own enrichment or some other Special Interest, see Richard Stewart and Cass Sunstein in *Public Programs and Private Rights*, 95 Harvard Law Review 1193 (1982) [not on point to the Patriot perspective, but accurate in itself]. [return]

**[8]** "Most important, if administrative remedies are pursued, the citizen may win complete relief without needlessly invoking judicial process... We ought not to encourage litigants to bypass simple, inexpensive, and expeditious remedies available at their doorstep in order to invoke expensive judicial machinery on matters capable of being resolved at local levels." - Warren Burger in *Moore vs. East Cleveland*, 431 U.S. 494, at 525 (1976). [return]

**[9]** The idea that many folks have in their minds, that their Case is just too petty for the Supreme Court to concern themselves with, is the contemporary resurrection of the ancient Roman maxim of law called *De Minimis non Curat Lex,* which means the Law does not concern itself with, or take notice of, very small or trifling matters. The United States Supreme Court does not adapt such a snooty posture.

> "It is said that counsel once attempted to argue before Chief Justice Marshall that in the particular instance before the court the invasion of constitutional rights was slight, but he was sternly reminded that the case involved the

> Constitution of the United States, and that the degree or extent of the invasion had no bearing upon the point." - William Gutherie in *The 14th Amendment to the Constitution of the United States*, at 39 [University Press, Cambridge (1898)].

Some of these cases are:

1. In 1867, the Supreme Court once gave careful consideration to a Case where the amount of money was only $1. In overruling the State of Nevada and the assertion of what essentially amounted to a State egress tax collected at the borders, the Supreme Court cited as annulment justification the overriding interests inherent in a national *Right to Travel*, which consisted of a composite blend of factors, such as the potential interference with the smooth administration with the *War Powers*, possible friction with the *Citizenship Contract*, and obstruction with restrainments inherent in the *Interstate Commerce Clause* [See Crandall vs. Nevada, 73 U.S. 35 (1867)].

2. In *Sentrell vs New Orleans Railroad*, the question addressed turned upon the Constitutionality of a state law enacted by Louisiana that required dogs to be placed on the assessment rolls. A claim arose out of the killing of a dog, and the Supreme Court adjudged the validity of an Act under the 14th Amendment that provided that no owner could recover for the killing of a dog unless the dog had been placed on the tax assessment rolls, and then the amount of recovery would be limited to the amount so assessed. [166 U.S. 698 (1896)].

3. Here today in the 1970's and 1980's, the Supreme Court continues on issuing out *Writs of Certiorari* with petty Cases. The El Paso Police Department once arrested a fellow who was walking down their streets; claiming that the suspect "looked suspicious" in a seedy neighborhood characterized by drug trafficking. Zackary Brown refused to identify himself and then angrily asserted that the officers had no right to stop him. Hearing such retortional defiance, the police dragged him down to their station and then threw a criminal prosecution at Brown, citing some slice of *Lex* that purportedly made it a heinous criminal act for a person to refuse to give his name and address to any statute enforcement officer "... who has lawfully stopped him and requested the information." On the floor of the municipal Courtroom, Brown's Defense centered around claims of

> Constitutional disabilities, but the inconsiderate little Star Chamber political hack Judge tossed his arguments aside; Brown was found guilty and fined $45. The Texas appellate courts refused to hear the appeal since another little slice of *lex* barred appeals on cases with fines under $100. Having first exhausted all potential state remedies, the Supreme Court granted *Certiorari* and annulled his conviction. [See *Brown vs. Texas*, 443 U.S. 47 (1978)].
>
> 4. Criminal Defendant William Lawson began building up his rap sheet with the heinous act of walking down San Diego sidewalks, carrying such criminally suspicious items as television sets. Between March 1975 and January of 1977, William Lawson was either detained or arrested 15 times; he had two prosecutions thrown at him and was convicted once; he obtained his favorable hearing in the Supreme Court. [See *Lawson vs. Kolander*, 461 U.S. 352 (1982)].

In these Cases, the factual setting presented to the Supreme Court favored the Individuals involved, a situation that is not replicated today with Patriots throwing Highway and Tax Protesting actions of all types at Judges -- reason: Invisible contracts are in effect on the factual settings selected for defiance by the Protestor, and so now the Protestors are not entitled to prevail under any circumstances. My contention with the Supreme Court lies with their reluctance to see the geometry of this growing *Pro Se* movement, and grant *Certiorari* to correctively explain error, a philosophically difficult position for them because while explaining error to the sharp and hot issues Patriots argue on Tax Cases, the inferential effect would be to show the Protestor how to correctly get out from underneath the reciprocity expectations of taxation liability -- and that would be letting the cat out of the bag. In so refusing to rule and explain, the Supreme Court is actually taking an inconsistent *political position* on the Case -- which if you or I argued some illegitimate Ratification attribute of a Constitutional Amendment, we would be told that *that's a Political Question* for the Congress to deal with. But as for pettiness, the decision on granting *Certiorari* is not related to the size of the money involved, or the extent of the seriousness of the Constitutional violation involved. The old Roman maxim of law called *de minimis non curat lex* does not intervene in American Jurisprudence:

> "It may be that it is the obnoxious thing in its mildest form; but illegitimate and unconstitutional practices get their first footing in that way, namely, by silent approaches and slight deviations from legal modes of procedure. This can only be obviated by adhering to the rule that constitutional

> provisions for the security of person and property should be liberally construed. A close and literal construction deprives them of half their efficacy, and leads to gradual deprecation of the right, as if it consisted more in sound than in substance. It is the duty of the courts to be watchful for the constitutional rights of the citizens, and against any stealthy encroachments thereon. Their motto should be *obsta principiis*." - Justice Bradley in *Boyd vs. United States*, 116 U.S. 616, at 635 (1885).

[The Latin phrase, *obsta principiis*, means to resist the first approaches or encroachments; and the first encroachments are always small and seemingly insignificant]. And in a similar way, looking for a technically close and literal construction of your Celestial Contracts as a way to minimize your involvement with them, deprives them of half of their efficacy, as well, and leads to a gradual depreciation of your Standing before Father. [The reason is because your Contracts with Father are not static (fixed); several of the addendums to your Celestial Contracts contain organic Covenants that self enlarge over time, and so slight deviations by indifference creates an invisible encroachment on those Celestial Contracts; and as the potential attachment of additional Covenants is then deflected away from the corpus of your Contracts, with that follows the deflections of commensurate benefits]. [return]

**[10]** Correct procedure is necessary to achieve the desired end result; when the objective is freedom, the instrumentality necessary to achieve freedom is procedure itself:

> "The history of American freedom is, in no small measure, the history of procedure." - Justice Frankfurter in *Morris Malinski vs. New York*, 324 U.S. 401, at 414 [dissenting] (1945). [return]

**[11]** *Unwritten* meaning not explicitly written in statutes. [return]

**[12]** *Principles of Preclusion* can prevent a question once argued, litigated, and adjudged in state courts from being re-argued, re-litigated, and re-adjudged all over again in a Federal Forum, under some conditions. See Footnote #1 to *Migra vs. Warren School District*, 465 U.S. 75 (1984). This *Principle of Preclusion* is nothing more than Estoppel Doctrine applied to accelerate judicial economy; like all correct Principles, they can and will intervene and operate across all factual settings. [return]

**[13]** The *Doctrine of Judicial Estoppel* prevents a party from asserting any type of a sworn testimonial position in one proceeding that is

contrary to a position previously taken by that party in some earlier proceeding. Originally written down [that I could find] by the Tennessee Supreme Court in *Hamilton vs. Zimmerman* [37 Tennessee 39 (1857)], this doctrine carries on in all jurisdictions down to the present day. A contemporary prototypical example of *Judicial Estoppel* is found in *Finley vs. Kesling* [105 Illinois App. 3d 1 (1982)] where lovers once contemplating nuptials are now found passionately enraptured in the heat of vindictive divorce. In his 1974 divorce settlement action, Charles O. Finley once testified under Oath that he owned 31% of the corporate stock of the *Oakland Athletics Baseball Team*, and that his wife owned 29%, and that his children owned 40%. The Indiana Court involved at that time in 1974 accepted his presentation of the facts, and properly so under those circumstances, with the result being that the 40% claimed by Finely to belong to the children was not involved in his wife's grab for settlement property. But Charles Finely violated a latent *Principle of Nature* by lying, with the adverse result being that secondary circumstances surfaced in the future that were not discernible or visible to Charles Finely at the time his lying to conceal assets took place in 1974. His divorce out of the way, the unexpected happened when in 1980 his corporation became financially insolvent, and so now he adapted a plan for liquidation and distribution of the corporation's assets. Now Finley wanted to hog all of the residual corporation assets for himself, including grabbing all of the kid's share for himself (since his previous statements that the kid's owned 40% were insincere and did not reflect his true asset distribution intentions); he sought a *Declaratory Judgment* in 1982 that he was the beneficial owner of the 40% block of stock he previously testified was owned by his children. In properly dismissing his 1982 action seeking to grab the children's assets for himself, the Appellate Court of Illinois ruled that:

> "Under the doctrine of judicial estoppel... Finley having testified under oath that he owned only 31% of the stock and his children owned 40%, and having succeeded in convincing the Indiana courts that his 40% belonged to the children and was not marital property, cannot now contend that the stock is, in effect, his property." - *Finlet vs. Kesling*, id., at 10.

All Federal forums that I have looked into also invoke this invisible *Principle of Nature* to bar the secondary assertion of inconsistent statements by parties attempting to defile themselves. See:

- *Edwards vs. Aetna Life*, 690 F.2nd 595, at 598 to 599 (6th Circuit, 1982);
- *Skokomish Indian Tribe vs. General Services Administration*, 587 F.2nd 428 (9th Circuit, 1978);

- *Eads Hide and Wool vs. Merrill*, 252 F.2nd 80, at 84 (10th Circuit, 1980).

See generally, Note, *the Tennessee Law of Judicial Estoppel*, 1 Tennessee Law Review 1 (1922). [return]

**[14]** See generally, *Standing, Justiciability, and All That* in 25 Vanderbilt Law Review 599 (1972), by Sedler. [return]

**[15]** *Standing* means your personal interest in the Case. The *Doctrine of Standing* is composed of both Constitutional limitations of the jurisdiction of Federal Courts and from prudential rules of self restraint designed to bar from Federal Court those parties who are not very well suited to litigate the claims that they are now asserting. In its Constitutional dimension, the *Standing* inquiry asks whether the party before the Court has:

> "... such a personal stake in the outcome of the controversy as to warrant his invocation of federal court jurisdiction and to justify exercise of the court's remedial powers on his behalf." - *Warth vs. Sedlin*, 422 U.S. 490, at 498 (1975).

The necessary twin elements of *Standing* are *Injury in Fact* and *Causation*. To demonstrate the "personal interest" in the litigation necessary to satisfy the Constitution's requirements in the *Due Process* area, the party must suffer a "... distinct and palpable injury" [*Warth vs. Sedlin*, at 501], that bears a "... fairly traceable causal connection" to the challenged action. [*Duke Power vs. Carolina*, 438 U.S. 59, at 79 (1978)]. [return]

**[16]** "The jurisdiction [of the Judiciary] is, or may be, bounded to a few objects or persons; or however general and unlimited, its operations are necessarily confined to the mere administration of private and public justice. ... It cannot create controversies to act upon. It can decide only upon rights and cases, as they are brought by others before it. On the other hand, the legislative power [is almost] unlimited." - Joseph Story in II *Commentaries on the Constitution*, at 16 (Cambridge, 1833). [return]

**[17]** *Baker vs. Carr*, 369 U.S. 186, at 204 (1962) [return]

**[18]** *Flast vs. Cohen*, 392 U.S. 83, at 101 (1968) [return]

**[19]** *Flast vs. Cohen*, id., at 102 [return]

**[20]** *Golden vs. Swickler*, 394 U.S. 103 (1969) [return]

**[21]** *United States Parole Commission vs. Geraghty*, 445 U.S. 388

(1979). [return]

**[22]** All government employees operate their kingdoms under contract, and the Tort requirement of damages is not relevant whenever contract enforcement is up for consideration. [return]

**[23]** By way of analogy to understand just how serious a prosecution threat is from a Government Employee involved with law enforcement, the Federal Judiciary deems the mere threat of a criminal prosecution, from a Government Employee involved with law enforcement, is a sufficient *Justiciable Controversy* as to attach potential Federal intervention into the Controversy, by way of a petition for a Federal District Court Restraining Order. Such a Federal Injunction was granted in the background circumstances Surrounding *Leis vs. Flynt/Hustler Magazine* [439 U.S. 438 (1978)], which was a Counsel Case. Another Federal Injunction was granted in *Wooley vs. Manyard* [430 U.S. 705 (1976), where the Supreme Court ruled that the First Amendment attaches to expressions of political dissent on automotive license plates], which held that persons are entitled to Declaratory and Injunctive relief in Federal Courts from threatened state criminal prosecutions. For a discussion about how defendants in state criminal proceedings are often stuck between a "Scylla and Charybdis" (meaning between two dangers, either of which is difficult to avoid without encountering the other), see an extended discussion of the use of Federal Suits to enjoin state criminal prosecutions, starting at page 710. Although this discussion here is about *Justiciability* in general, if you are directly seeking such Federal intervention, there are *Principles of Abstention* stemming from equitable restraint that Federal Magistrates are also required to honor. See:

- *Huffman vs. Pursue*, 420 U.S. 592, at 609 to 610, and Footnote #21 (1975);
- *Younger vs. Harris*, 401 U.S. 37 (1971);
- *Stefanelli vs. Minard*, 342 U.S. 117 (1951);
- *Douglas vs. City of Jeanette*, 319 U.S. 157 (1943).

So change the factual setting to accommodate the Law. Federal Magistrates do not rebuff your petitions for Injunctions because they are some *sub rosa* Fifth Column Commie operatives, but because they are operating on a narrow slice of limited jurisdiction, having been given just that limited amount of jurisdiction by the Congress, which in turn is on a limited jurisdictional mission itself by the states. [return]

**[24]** If the Inspector is a clever one, he may perceive that you are trying to pull off something grand with him by your unusual line of

questioning, and so extracting the necessary admissions and confessions may be difficult in some cases. One way to handle these sharpie types is to irritate them. For example, among other things, I am a Marijuana Grower [I am quite interested in Horticulture]. When Affidavits which talk about my Marijuana Growing (in glowing terms and which address the Government law enforcement reader downward in playfully snooty and condescending terms to stir up irritation) are read by a police lieutenant bulldog, then his subsequently telling you to your face when he barks and snaps at you, that your specific activity is a crime under state Public Health statutes, and that he would arrest you immediately if he only knew exactly where such cultivation is taking place, is your *Justiciable Controversy*. The police lieutenant did not understand the significance of his statements, but he:

> 1. Made the specific assertion of the jurisdictional attachment of those penal statutes to me, without any inquiry being made as to my Status; (What if I work for the KGB and have a Russian Diplomatic Passport? He never made a Status inquiry, and yet he doesn't have any right to arrest me. Reason: Through the overruling intervention of *International Law*, my Diplomatic Immunity Status would preclude everything.)
>
> 2. Identified himself as an administrative adversary; That police lieutenant very much has the required administrative jurisdiction to throw a criminal prosecution at me, and through those threats, he created the necessary *Justiciable Controversy* that would not have otherwise existed had he not blown his lid over the very idea of being mouthed off to, even if I did have to help him out a little by irritating him.

...By the way, a written Admission to a criminal offense is like an *in rem Rescission of Contract* on your Birth Certificate: Because of and by itself, that Admission, like the Rescission, means absolutely nothing. Here in New York State, Criminal Procedure statutes require collaborating evidence to support Admissions, or else the Admission is non-admissible [see *People vs. Votano*, 231 NYS2nd 337 (1962)].

> "A person may not be convicted of any offense solely upon evidence of a confession or admission made by him without additional proof that the offense charged has been committed." - *NYS Criminal Procedure Law*, Section 60.50.

Yes, the Law operates out in the practical setting, and not on paper; and what is presented on paper is frequently not that important. There

is a reason why sometimes what is written on paper becomes important, as I will explain later. [return]

**[25]** In the Case called *Roe vs. Wade* [410 U.S. 113 (1972)] the Supreme Court talks about a special type of *Justiciability* that may fit your circumstances. The general rule in Federal Cases is that an actual controversy must exist at each stage of appellate or Certiorari review, and not just at the original time the action was initiated (*SEC vs. Medical Committee for Human Rights*, 404 U.S. 403 (1972), and Cases cited therein). The special type of *Justiciability Controversy* is one where the factual circumstances:

> "... could be capable of repetition, yet evading review." - *United States vs. W.t. Grant*, 345 U.S. 629, at 632 to 633 (1953), as cited with others in *Roe vs. Wade*, id., at 125.

I see many confrontation settings out on the highway that repeat themselves over and over, yet action is not taken on every infraction. [return]

**[26]** You need to know that all Judges, State and Federal, are quite reluctant to simply toss aside a criminal prosecution (where the defendant is up against very specific and blunt wording in statutes, and where the Government has an eyewitness who saw you commit that heinous act), merely because of the operation of an unwritten Common Law Doctrine that is not provided for anywhere in statutes, due to "Public Policy" considerations, so called. [return]

**[27]** In criminal conspiracy prosecutions, by the nature of the crime, the acts of one person affects the acts of others. So if two persons are charged with conspiracy, and one is acquitted, the charges against the remaining conspirator must be dismissed on appeal [*United States vs. Starks*, 515 F.2nd 112 (1975)]. The Principle used to require dismissal is Collateral Estoppel; and similarly, if the conviction of one conspirator is reversed on appeal due to insufficiency of evidence, then the remaining conspirator is excused as well [*Lubin vs. United States*, 313 F.2nd 419 (1963)]. Since the acts of one conspirator depend upon the other to complete the crime, Collateral Estoppel enters the scene to restrain the second act when the first act fails; and this same Principle operates on Administrative Law Demands, at least theoretically -- when a collapse of administrative jurisdiction later restrains an assertion of judicial jurisdiction. [For a discussion on Collateral Estoppel in conspiracy prosecutions, see Barry Tarlow in *Defense of a Federal Criminal Prosecution*, 4 National Journal of Criminal Defense 183, at 252 (1978)]. [return]

**[28]** Up until as recently as 1950, there were still only a handful of

Federal administrative agencies in existence, so there was little administrative law going on to be ruled upon. [return]

**[29]** *Pena-Cabanillas vs. United states*, 394 F.2nd 785 (1968) [Collateral Estoppel acts to restrain the presentation of evidence favorable to the accused when that evidence was litigated earlier in another criminal setting.] See Generally, *The Use of Collateral Estoppel Against the Accused*, 69 Columbia Law Review 515 (1969). [return]

**[30]** Correct Principles manifest many benefits that surface at different times and in different settings:

> "To preclude parties from contesting matters that they have had a full and fair opportunity to litigate, protects their adversaries from the expense and vexation attending multiple lawsuits, conserves judicial resources, and fosters reliance on judicial action by minimizing the possibility of inconsistent decisions." - *Montana vs. United States*, 440 U.S. 147, at 153 (1979). [return]

**[31]** For example, consider the words of Warren Burger as he talks about lawyers circumventing the administrative process:

> "Consistent failure by courts to mandate utilization of administrative remedies -- under the growing insistence by lawyers demanding broad judicial remedies -- inevitably undermines administrative effectiveness and defeats fundamental public policy by encouraging "end runs" around the administrative process." - *Moore vs. East Cleveland*, 431 U.S. 494, at 525 (1976). [return]

**[32]** "...judges must be kept mindful of their limitations and of their ultimate public responsibility by a vigorous stream of criticism expressed with candor however blunt." - Justice Felix Frankfurter, as quoted by the editors of *the Supreme Court Review*, inside front cover [University of Chicago (January, 1984)]. [return]

**[33]** Narrow opinion or not, there is a doctrine running through the Supreme Court that states that it is uncertainty itself that attracts disputes and interferes with that judicial economy of minimizing the number of cases that they talk about so much ["... uncertainty attracts disputes..." *Geisler vs. Thomas Colliery Company*, 260 U.S. 245, at 260 (1922)]; so it might be provident to write opinions that elucidates well the doctrine being expounded. [return]

**[34]** Remember that the Law is a line, and it is just as easy for

anyone to be on one side of the line as it is to be on the other side. For example, if issues that are raised in an administrative setting are ruled adversely against you in some type of an administrative *Nisi Prius* hearing, and you fail to appeal that adverse administrative decision, *Res Judicata* bars you from later on relitigating those issues that you lost on, in a higher level Judicial setting. See, for example, *United States vs. Rylander*, 460 U.S. 752 (1983); [Mr. Rylander was dragged into Court before a Federal Judge in an attempt to extract some contract compliance out of him. He asserted some defenses in that Enforcement Hearing, and the Federal Judge ruled against him. Mr. Rylander did nothing to reverse that adverse judgment against him, and so when his Contempt Hearing came around at a later time, Mr. Rylander then re-presented the same issues to the same Judge a second time, and the U.S. Attorney objected. On appeal, the Supreme Court ruled that issues that were raised, or could have been raised, at the initial judicial Enforcement Hearing were *res adjudicata* against Mr. Rylander at his later Contempt Hearing. Reason: Failure to appeal. The *Principle of Nature* the Supreme Court was ruling on involves the acceptance of judgments by silence that your failure to appeal seals against you; to hold otherwise would be a Tort against your adversary.]

And in *United States vs. Secor* [476 F.2nd 766 (1973)], the Defendant there was barred from relitigating his claimed Fifth Amendment privilege at his later Contempt Hearing, since he had raised that same issue in an initial enforcement hearing, lost, and then failed to appeal [id., 476 F.2nd, at 769]. So whenever the monkey gets put on your back, get rid of it -- but quick. By the way, those Enforcement Hearing judgments are not final decisions, and are very much appealable [*Reisman vs. Caplin*, 375 U.S. 440, at 449 (1964)]. [return]

**[35]** Many times this *Estoppel Doctrine* is really invisible by first surfacing in a Courtroom, making its appearance, doing its work, and then disappearing without any trace of identification that it was once there. In 1980, the California Supreme Court ordered the discharge of charges against a criminal misdemeanant without any reference to *Estoppel Principles*, because he had been previously released from civil liability in connection with his heinous crime [See *Hoines vs. Barney's Club Inn*, 28 Cal.3rd 603 (1980)]. [return]

**[36]** And I have seen the operation of that interesting *Settle it at the Lowest Level Principle* at work in many seemingly unrelated professional disciplines, from handling grievances in business relationships and diplomatic settings, to handling exception processing in computer hardware engineering, and in the accident recovery procedures in the design of nuclear power plants. [return]

**[37]** People who publicly express any one of several principles, closely correlated to this *Settle it at the Lowest Level Principle* may cause irritation in the inner sanctums of ruling power. Consider William of Occam, who was a Fourteenth Century philosopher at Oxford University, and whose teachings were condemned by the Pope; his Principle is known as *Occam's Razor*, and it is this identical same Principle expressed in different words: That entities are not to be multiplied beyond necessity (i.e., that there is to be no enlargement of the grievance beyond necessity). [return]

**[38]** One of the biggest slip up steps is the fact that the IRS does not give out *Contested Case Administrative Hearings* to anyone. Yes, the IRS will schedule an audience with an agent, and in some larger grievances, they will even schedule a Conference in Washington -- when they feel like it; but never is there any Administrative Hearing scheduled that possesses all of the juristic accoutrements that characterize legitimate Administrative Hearings: An Administrative Law Judge possessing the administrative jurisdiction to settle the grievance; true adversary proceedings; presentation of evidence; transcripts; witnesses and cross-examination; administrative subpoenas; and the like. [return]

**[39]** "... it is deeply distressing that the Department of Justice, whose mission is to protect the constitutional liberties of the people of the United States, should even appear to be seeking to subvert them by extreme and dubious legal arguments." - Justice Brennan, in *United States vs. Chadwick*, 433 U.S. 1, at 16 (1976). [return]

**[40]** "... a nontaxpayer is outside the administrative system set up for the collection of a refund of overpaid taxes, and is not required to file a claim for refund to recover money taken from him... The revenue laws are a code or system in regulation of tax assessments and collection. They relate to taxpayers, and not to nontaxpayers, and no attempt is made to annul any of their rights and remedies in due course of law. With them Congress does not assume to deal, and they are neither of the subject nor of the object of the revenue laws..." - *Economy Heating vs. The United States*, 470 F.2nd 585, at 589 (1972)] [sentences quoted out of order]. [return]

**[41]** *Evans vs. Gore*, 253 U.S. 245, at 261 (1919). [return]

**[42]** The fundamentalists will submit the proposition that since Prophecies have already declared that no one will soon be able to buy or eat without some Taxpayer type of identification, it's best just to throw in the towel now and bag everything; ignoring the fact that Prophecies are conditional, and often are proposed statements of what either could have been or what might be designed to show contrasting

consequences for some expected behavior. [return]

**[43]** Since that decision would be out of harmony with the underlying structural basis of the Declaration of Independence and every Principle of Republican freedom of choice in separating or not separating ourselves from the King (which is one of the meanings of the Doctrine of Separation of Church (the People) and State), and violate *Principles of Individual Responsibility* (that vitiate the need for any Social Security whatsoever) that our Founding Fathers stood for and initiated, then such an adverse decision would give rise to an opportunity, as a *Casus Belli*, to reflect and re-evaluate our national Status at Law under the *Reservation Clause* of the Declaration of Independence:

> "But when a long train of abuses and usurpations, pursuing invariably the same Object, evinces a design to reduce [us] under absolute despotism, it is [our] right, it is [our] duty, to throw off such Government, and to provide new guards for [our] future security."

So then the question would be whether or not the time has come to deal with the King the same way the King's Agents have dealt with John Singer and Gordon Kahl: Out of the barrel of a gun; and in the case of Gordon Kahl, literally on the cutting edge of a fireman's axe. But at the present time, with the Judiciary operating on Natural ethics and Natural Law, and with reversals and setbacks being experienced from our own defective factual settings, our *ingorantia juris*, our manifold invisible contracts, and our being clumsy, then encouraging structural modifications to this jurisprudential structure is self damaging, and is to be discouraged. [return]

**[44]** Yes, that is my hunch, and the Law is actually administered partially on hunches. Judges are supposed to be:

> "... the depositories of the laws like oracles, who must decide in all cases of doubt and are bound by an oath to decide according to the law of the land." - I *Blackstone Commentaries*, at 169.

but the practical facts are that hunches frequently play heavily in the reasoning of a Judge. See *The Judgment Initiative: the Function of the 'Hunch' in Judicial Decision* by Joseph Hutcheson, Jr. in 14 Cornell Law Quarterly 274 (1929). [return]

**[45]** 455 U.S. 252 (1981). [return]

**[46]** By the end of this Letter, the special suggestive nature of the word *Citizen* should be understood, as *Citizens* are objects carrying

around reciprocal liabilities of Federal Income Taxation in exchange for federal benefits accepted, and invisible contracts are in effect -- making any default by *Citizens* in the King's financial reciprocity expectations as an act of defilement. [return]

**[47]** "The makers of our Constitution undertook to secure conditions favorable to the pursuit of happiness. They recognized the significance of man's spiritual nature, of his feelings and of his intellect. They knew that only a part of the pain, pleasure and satisfactions of life are to be found in material things. They sought to protect Americans in their beliefs, their thoughts, their emotions and their sensations. They conferred, as against the government, the right to be let alone -- the most comprehensive of rights and the right most valued by civilized men." - Justice Louis Brandeis in *Olmstead vs. United States*, 277 U.S. 436, at 478 (1927). [return]

**[48]** 26 USC Section 1402(g). [return]

**[49]** This *Lee* Case centers itself around the *Employer/Employee* relationship setting. The general "right" of Employers to hire Employees was long ago settled to be an appropriate subject of taxation, and this is true both before and after the adoption of the United States Constitution.

> "The language of the Constitution and of many acts of Congress cannot be understood without reference to the common law." - *Schick vs. United States*, 195 U.S. 65, at 69 (1903)].

In *Steward Machine Company vs. Davis*, 301 U.S. 548 (1936), the Supreme Court explains why the right of Employers to hire Employees is in fact a State sponsored privilege [due to its Commercial nature], and serves as an appropriate subject of taxation, as I will explain later. Additionally, a tax imposed upon the Employer for unemployment benefits inuring to the Employees, is also proper, and the Constitution offers no restrainment here either. [See *Carmichael vs. Southern Coal Company*, 301 U.S. 495, at 508 et seq. (1936)]. [return]

**[50]** What are called *waivers* are really high-powered instruments, since, when properly handled, they can nullify and amend contracts, and yet, not that much has been spoken about these fellows. For a discussion on the distinction and lines of demarcation drawn by judges as they distinguish between *waivers* functioning as contract addendums, or functioning as instruments of *Equitable Estoppel*, see Colin Campbell in *The Doctrine of Waivers*, 3 Michigan Law Review 9 (1904). [return]

**[51]** Remember that when they are in effect, Commercial contracts come

first in American Jurisprudence when settling grievances, just like they come first in that Nature that American Jurisprudence is modeled after, and just like they come first in the mind of Heavenly Father who created Nature, and just like Contracts will come first in Father's impending Last Day Judgment, where structurally similar nice sounding Tort Law arguments of rights and unfairness will also be taking a back seat. [return]

**[52]** That Constitutional contract of 1787 was designed to restrain unreasonable Government Tortfeasance under a limited number of Tort Law factual settings. Since Commercial benefits were being accepted and experienced by the Amish Employers who had voluntarily entered into King's Commerce, and the King had published the terms of the Commerce Game Rules in his statutes before the Amish went into default on their Social Security contracts, then would someone please explain to me just where the unreasonable Tortfeasance lies? [return]

**[53]** The reason why I discourage the nonchalant tossing aside of Commercial Contracts is because that indifference will translate over into other areas and interfere with the successful fulfillment of your important Celestial Covenants, when Lucifer's imps present to you their large array of day-to-day clever Contract avoidance excuses sounding in Tort. [return]

**[54]** "The inquiring mind will ask, `Why is this so?' The answer is simply that we may know good from evil; all the facts which you and I understand are by contrast, and all glory, all enjoyment, every happiness, every bliss are known by its opposite. This is the decree, this is the way the Heavens are, the way they were, and the way they will continue to be, forever and forever." -Brigham Young, in a discourse in Salt Lake City, October 8, 1876; 18 *Journal of Discourses* 257, at 258 [London (1877)]. [return]

**[55]** The Principle I invoke to throw sharply contrasting presentations of divergent views at folks is merely the specific application of a much larger Principle that Father invoked when directing the Creation of this planet: That there must needs be contrasting opposites in *all* things, as Brigham Young just mentioned in the previous footnote. Writing in about 580 BC, a marvelous man once recognized this Principle:

> "For it must needs be, that there is an opposition in all things." - Lehi, as now appearing in *Nephi* 2:11.

Today, applications of this Principle are found at all levels of scientific research -- in a strata of intellectual knowledge that did not exist when Lehi was writing those words. Gremlins, too, have taken

special notice of this Principle, as they put in their honest days' work trying to run some civilization into the ground. Chairman Mao has deemed the recognition of this *Opposition Principle* by his associates to be the most important one of them all in advancing the interests of Gremlins, and so he wrote a piece called *On Contradictions*:

> "The law of contradictions in things, that is, the law of the unity of opposites, is the basic law of materialistic dialectics. Lenin said, `Dialectics in the proper sense is the study of Contradiction *in the very essence of objects*.' Lenin often called this law the essence of dialectics; he also called it the kernel of dialectics. ...

The universality of absoluteness of contradiction has a two-fold meaning. One is that contradiction exists in the process of development of all things, and the other is that in the process of development of each thing is a movement of opposites exists from beginning to end." - *On Contradiction* by Mao Tse-tung; "Selected Works of Mao" page 311 [Foreign Language Press, Peking (1961); Volume I]. Written in August of 1937, *On Contradictions* was delivered in lectures to his thugs and hoodlums at the Anti-Japanese Military and Political College in Yeneh, and later underwent revision to delete profane language.

After observing that even simple mechanical motion itself was a contradiction [id., at 316], Mao went on to write a correlative piece called *On the Correct Handling of Contradictions among the People* in 1957, stating that there are two types of "social contradictions" in effect: One is between ourselves and the enemy, and another is between ourselves and each other [see *The Revenge of Heaven*, at page 398, by Ken Ling (G.P. Putnam's Sons, New York (1972))]. As applied to Tax Protesting literature, substituting the King as the enemy for the first type, and folks disseminating Tax Protesting literature as the second type, then under Maoist Doctrine as a model, either the King is your enemy or your philosophical comrades [Tax Protestors] are. As is usually the case, Gremlins are close enough to reality to satisfy most inquiring minds, as they do frequently start out with a correct proposition -- but there the accuracy ends, because the true enemy in this world isn't something external like an invading army nor the King, but rather the real enemy always lies within ourselves: The King with his lies and extravagant financial demands, as well as Tax Protestors who mean well but disseminate erroneous and defective information, can succeed in their objectives to saturate your intellect with their views only to the extent that you find their error to be attractive. And *opposition* is an essential ingredient in our Salvation:

> "It is one of the grandest attributes of Deity that He saves and exalts the human family upon just and Eternal Principles; that He gives to no man, or no woman that which they have not been willing to work for, which they have not expanded themselves to receive, by putting in practice the Principles He reveals, *Against All Opposition*, facing the wrath and scorn of the world -- the world which cannot give a just cause, a reasonable pretext for the *opposition* it has ever manifested to the truths of Heaven. It is a characteristic of our Father, a Principle of His divine economy to exact from every soul a fitting proof of its worthiness to attain the exaltation to which it aspires. There are no heights that may not be surmounted [*without opposition*], but they must be reached in the way that God has ordained. Man may think to accomplish Salvation by carrying out the selfish desires of his own heart; but when he fails to take God into consideration, his Creator, and the Framer of the Laws whereby we mount into Exaltation and Eternal Life, he knocks the ladder from under himself whereby he might [have] climbed to that glorious state." - Orson F. Whitney in a discourse delivered at the Tabernacle on Sunday, April 9, 1885; 26 *Journal of Discourses* 194, at 196; [London (1886)]. [return]

**[56]** And one of the things we would be up against as Judges, in trying to rule in favor of individuals and against Government, is the fact that there has been a general declension in American's status, away from property law rights, and into a tight contract relational setting with Government affixed as a party thereto where Tort Law Constitutional restrainments are increasingly less and less applicable:

> "But the days when Common Law property relationships dominated litigation and legal practice are past. To a growing extent economic existence now depends on less certain relationships with government -- licenses, employment, contracts, subsidies, unemployment benefits, tax exemptions, welfare and the like. Government participation in the economic existence of individuals is pervasive and deep. Administrative matters and other dealings with government are at the epicenter of the exploding [volume of] law. We turn to government and to the law for controls which would never have been expected or tolerated before this century, when a man's answer to economic oppression or difficulty was to move two hundred miles west." - Supreme Court Justice William Brennan, at a *Text and Teaching Symposium* at Georgetown University, October 12, 1985. [return]

**[57]** In the Spring of 1976, the Atlantic Richfield (ARCO) Oil Company published a series of advertisements in major newspapers across the United States, soliciting public opinion on just what changes Americans would like to see. ARCO seemed very concerned about making changes in the United States:

> "We'd like your help. We need your vision. We want you to tell us about the changes you would like to see take place in America -- and in our American way of life. ...We have always been a nation more interested in the promise of the future than in the events of the past."

In his *Farewell Address*, President Washington had a few words to say about the importance of remembering our past, as there are lessons to be learned there -- but Gremlins want nothing to do with George Washington or anything else Celestial his Status represented. Gremlins have big plans for the future which require us to discard the past, and so we should not be too surprised to see a Rockefeller Cartel, corporate nominee like ARCO never bothering to ask us just what we might like to see remain the same, while urging us to forget the past and toss aside the counseling of our Fathers. [See generally a two-page ARCO advertisement called *the Tricentennial* in the *New York Times Magazine*, ages 44 and 45 (Sunday, April 18, 1976)]. [return]

**[58]** Benefits accepted are the key to lock folks into reciprocal demands of Excise Taxation that Juristic Institutions lay on objects within their jurisdiction. Once the King has created certain benefits, it is very much provident for the King to create reasonable expectations of a reciprocal *quid pro quo* (that "something for something") on benefit acceptants [unless his Charter explicitly disables him from asking for certain types of reciprocity]. For example, in 1933, Congressional Hearings were held to create a sequence of *lex* statutes custom tailored to provide benefits for workers:

> "A *Bill* giving the protection of the law to the worker's right to work and guaranteeing him an equal share of the employment available; forming trade associations to effectuate such rights and to enable such industries to stabilize business and to provide certain benefits for their employees; and imposing certain excise taxes." - Senate Bill 5480, 72nd Congress, Second Session; as printed in [*Worker's Right to Work*, "Hearings Before a Subcommittee of the Committee on the Judiciary," at page 1; 72nd Congress, Second Session (February, 1933)].

Notice how, in reading that quotation from Senate Bill 5480, once

benefits were created, they were thrown at a class of people (workers), then a demand for a reciprocal excise tax was then laid in return. That is the same pattern we find in all Taxation schemes that we uncover: Benefits created and then accepted, and then reciprocity expected back in return. And when benefits offered conditionally are accepted, then invisible contracts are in effect, and failure to reciprocate is now an act of defilement. Rather than snickering at Judges after the defilement has taken place, it would be provident to consider rejecting the benefit before hand. [return]

**[59]** *United States vs. Lee*, 455 U.S. 252, at 280 (1981). [return]

**[60]** There are many books and research papers all pointing to the same conclusion, but for different reasons. Exemplary perhaps would be Peter Ferrara's *Social Security*, published by the Cato Institute, San Francisco, California (1980) [The Cato Institute has since moved to Washington, D.C.]. Also in this line is the Austrian School of Economics, which includes Ludwig von Mises, Murray Rothbard, and F.A. Hayek, *Inter Alios*. Consider the following story of a Wealth Transfer grab by Ludwig Von Mises:

> "Paul in the year 1940 saves by paying one hundred dollars to the national social security administration. He receives in exchange a claim which is virtually an unconditional IOU... drawn upon future taxpayers. In 1970, a certain Peter may have to fulfill the government's promise although he himself does not derive any benefit from the fact that Paul in 1940 saved one hundred dollars.
>
> "Thus it becomes obvious that... [t]he Pauls of 1940 do not owe it to themselves. It is the Peters of 1970 who owe it to the Pauls of 1940. The whole system is the acme of the short-run principle. The statesmen of 1940 solve their problems by shifting them to the statesmen of 1970. On that date the statesmen of 1940 will be either dead or elder statesmen glorying in their wonderful achievement, social security." - Von Mises, in *Human Action: A Treatise on Economics*, pages 847 et seq. (Third Revised Edition 1963). [return]

**[61]** In 1936, the Supreme Court went into a protracted discussion where the arguments were Patriot oriented, i.e., that arguments were made that the relational status of *employment* is one so essential to the pursuit of happiness, that it may not be burdened with a tax. Like Tax Protestors today, the petitioner back then argued that *employment* is a "natural" or "inherent" or "inalienable" right, and not a Government "privilege" subject to taxation. The Supreme Court

disagreed, stating: "But natural rights, so called, are as much subject to taxation as rights of less importance." - *Steward Machine vs. Davis*, 301 U.S. 548, at 580 (1936).

The reason why this is so, is rather simple and blunt: *because you are in business*:

> "Employment is a business relation, if not itself a business. It is a relation without which business could seldom be carried on effectively. The power to tax the activities and relations that constitute a calling considered as a unit is the power to tax any of them. The whole includes the parts." - *Steward Machine*, id., at 581.

Whenever Commercial contracts are in effect [meaning that you are experiencing hard financial enrichment coming out of that contract], and particularly more so when a Juristic Institution is a party to that contract [meaning that Government is supplying the Commercial benefit you are experiencing], then claiming the Tort of unfairness when uncomfortable impediments surface in the relationship later on [like heavy taxation], *those unfairness claims are not an addressable argument in court*. In Nature, contracts (if they are in effect) ascend to an elevated overruling dominate priority when settling grievances -- a *Principle of Nature*, which if not learned now, will be learned in no uncertain terms at the Last Day before Father. So rather than acting like some goofy lawyer clown [who was taught legal procedure, not Principles, in Law School] and throw arguments at judges that are sounding in the Tort of unfairness, you might want to be slick and smooth in your *Modus Operandi* from now on, operating your Life like a well-oiled machine: Before preparing to argue a grievance, first scan the factual setting for the possible presence of an invisible contract [you will know how to identify invisible contracts by the end of this Letter]. If a contract is present, then back off from arguing unfairness Tort claims. If the grievance cannot be won *on-point* because an invisible contract is controlling, then avoid the Courtroom grievance scene as a pre-planned confrontation altogether. The Illuminatti Gremlins and Witches make no effort to identify the possible presence of a Contract controlling from the First Estate; so like Tax and Highway Protestors who lose now with their manifold Tort arguments of Constitutional unfairness, Illuminatti and Witches will also be loosing at the Last Day for the same identical reason: An invisible contract surfacing to wash out Tort arguments.

See generally, Professor John MacArthur Maguire in *Taxing the Exercise of Natural Rights*, Harvard Legal Essays, at pages 273 and 322 (1934). [return]

**[62]** Whenever contracts are in effect, only the content of the contract is relevant. This is a *Principle of Nature* found in all settings, and is a concept for settling grievances, which if not learned now, will be learned at the Last Day -- when Illuminatti defense arguments sounding in the Tort of justifying damages are tossed aside and ignored by Father, who [just like Federal Judges today], will pull an invisible contract out of His sleeve [by returning to us our memory of the First Estate], and then only talk about that contract. [return]

**[63]** *United States vs. Lee*, id., 455 U.S., at 261. [return]

**[64]** "No one is compelled by law to engage in the business of buying and selling merchandise, stocks, operating railways, or in any particular business whatsoever. If he chooses to do so, he submits himself of his own choice to any excise tax that may be uniformly laid upon that particular kind of business." - Remarks of former Vermont Senator George F. Edmunds, in Senate Document #367, page 2, entitled *Income Tax*, 61st Congress, Second Session [GPO, Washington (February 17, 1910)]. [return]

**[65]** As for the timeliness of objections, failure to object is automatically fatal, and failure to object timely is equally as fatal. The most important statement in this entire discussion on contracts is this: The bottom line on contract annulment is the *State of Mind* of the parties at the time of, and immediately prior to, the execution of the contract, since your fundamental argument is that you did not voluntarily enter into any contract with the King; and so now the very existence of the contract itself is disputed. If you want out of these contracts the King coerced you into by way of his clever administrative rule making on Employers by contracts, then your State of Mind at the time when benefits were first accepted, when the contract was initially entered into, has to be proven by you, through written, timely objections; otherwise, you lose. [return]

**[66]** I was once in a Federal District Courtroom when the Judge wanted to make a Statement, by snorting at a poor *pro se* litigant arguing Tort when an invisible contract was controlling. I could just feel it coming in the air as there was an eerie mystique in gestation up on the Bench; I detected that a tongue-lashing was imminent. Yes, just like the strange momentary calm quiescent lull that always precedes a hurricane; this was going to be one jungle snort that would be long remembered. The Judge wanted this impending snort to cover every single square inch of his courtroom kingdom like a blanket; so having sensed the requisite tranquil atmosphere of attentive silence that he wanted from the public seats in the back of the courtroom, the Judge stood up, threw his derogatory *pro se* slur at the poor fellow, and

then sat back down again. Having made his Statement, having thrown his playful little snort at the *pro se* litigant, after folks in attendance regained their composure, the machinery started back up in motion, and the courtroom business went forward. [return]

**[67]** "The term 'adhesion contract' refers to standardized contract forms offered to consumers of goods and services on essentially a 'take it or leave it' basis without affording the consumer a realistic opportunity to bargain and under such conditions that the consumer cannot obtain the desired product or services except by acquiescing in the form contract." - *Victoria vs. Superior Court*, 710 P.2nd 833, at 837 (1985). [return]

**[68]** "Contracts of Adhesion are standardized contracts characteristically used by large firms in every transaction for products or services of a certain kind. The use of such contracts can have profound implications for ordinary notions of freedom of contract:

> "The weaker party, in need of the goods or services, is frequently not in a position to shop around for better terms, either because the author of the contract has a monopoly (natural or artificial) or because all competitors use the same clauses. His contractual intention is but a subjection more or less voluntary to terms dictated by the stronger party, terms whose consequences are often understood only in a vague way, if at all."
>
> "Kesler, *Contracts of Adhesion -- Some Thoughts About Freedom of Contracts*, 43 Columbia Law Review 629, at 632 (1943). For a more recent discussion of adhesion contracts, see Leff in *Unconscionability and the Code -- The Emperor's New Clause*, 115 University of Pennsylvania Law Review 435, at 504 (1967)." - Anthony Krouman in *Contract Law and Distributive Justice*, footnote #23, 89 Yale Law Journal 472 (1980). [return]

**[69]** In contrast to that, Commercial contracts will face judicial supervisory rearrangement when pure *Mutual Assent* has been quietly withdrawn from the contract factual setting, by reason of the contract's *adhesive* origin. If a convenient clause within a contract is *adhesive*, then any ambiguities surrounding the interpretation of that covenant will be subject to stricter construction, and held against the party possessing the stronger bargaining weight (meaning the party who provided the standardized, pre-printed contract forms) [See *Graham vs. Scissor-tail, Inc.*, footnote #16, 623 P.2nd 165 (1981)]. [return]

**[70]** In *Carter vs. Duchess Community College*, 735 F.2nd 8, at 13 (1984), the Second Circuit mentioned that the FLSA also offers the benefit of eliminating unfair competition among workers looking for jobs, even before they are hired. [return]

**[71]** Such benefits are both Commercial and political in nature. [return]

**[72]** To Object to something is to make a *Statement*, which is in itself an art. To make a *Statement* is to place someone else on Notice that you are not what they thought you were. Here, our Objection is to place all Judges, both State and Federal, on *Notice*, that we are not the gameplayers in King's Commerce pursuing that type of Governmentally assisted enrichment that they otherwise assume that we are through our silence; we are not one of those types that the King has a reasonable expectation of taxation reciprocity on. We are not ones to have accepted juristic benefits that carried along with them latent reciprocal hooks of taxation expectations retained by the benefit donor. So this Objection is to make a *Statement*, and *Statements* are intended to change the opinions held by others. And as we probe around a bit and change settings over into different areas, we find that the fine art of making a *Statement*, to change the otherwise frozen opinions of others, actually goes on world wide:

> ...It was a nice sunny morning on this Friday, December 2, 1977. About 50 miles off the coast of South Carolina there occurred a tremendous boom in the atmosphere at about 10am, which when it arrived inland at Charleston caused dishes to rattle, furniture to shake, and giblets to roll over. Was it a ship that exploded, or maybe an aircraft? No one knew. Later the same day, at 3:45pm, 650 miles to the north-northeast off the New Jersey Coast there occurred a second boom in the atmosphere; this one was felt throughout the New York metropolitan area from Maine, New Jersey, all the way up the East Coast to Connecticut. Sensors at the *Lamont-Doughtery Geophysical Laboratory* north of New York City jumped off the scale.

Was it an earthquake? If it was an earthquake, then where was the secondary wave? In Manhattan, more dishes rattled and more furniture shook. A Manhattan housewife once related the following story:

> "My older kids were in school, and I was at home with my smallest children when I heard this tremendous boom. It sounded like a deep lull, a thundering roar from the bowels of Earth. It was all-encompassing; it could have been next door or it could have been a million miles away. It sounded

> like a bomb. I grabbed my kids and ran to the wall. I turned on my radio, but heard nothing there about it. When the kids came home from school, I found out they had been scared, too; the teachers claimed that it was Con Edison. But the boom sounded as if something had hit the bottom of the Earth."

Then she turned to that newspaper the world esteems as great -- the *New York Times*, for Saturday and Sunday, December 3rd and 4th, but found no story or talk whatsoever on the boom anywhere. Like the radio stations, the great newspapers were silent on the booms, and so she turned to her friends, who also very much felt the boom, but they too just drew a blank. Something about this was eerie, it was strange, there was dimension to these booms that was different -- and why the silent treatment?

Over the coming days, more booms were heard up and down the East Coast, particularly on December 20th. When the news media did finally get to talk about it, the booms were generally characterized as a joke. A few months later, the *New York Times* would try to deflect attention over to the *Concorde* supersonic jet as being the explanation to feed to the public [see the opinion of an *intelligentsia* clown, Dr. Jeremy J. Stone, trying to wash it all away, in the *New York Times* ["Scientist Says Data Upholds Thesis Tying Concorde to Coastal Booms"], page B16 (March 16, 1978)]. Three days later, the *New York Times* reluctantly ran a story discrediting what their precious Dr. Stone had just said, as the United States Navy said the Concorde was probably not the origin of those booms [see the *New York Times* ["Concordes May Be Booming"], page E9 (March 19, 1978)], but the Navy did not identify the origin of those atmospheric booms.

The reason why those booms first triggered the media's silent treatment, then the joke treatment, then outright fraudulent distortions trying to wash it all away, is because the Gremlins knew all along what the origin of those booms were, and those booms are directly related to the impending invasion of the United States by Russia -- and the Gremlins controlling both the Federal Government and the major news media in New York City do not want anyone to be cognizant of the surprises they have in store for you and me. Deception is very important to Gremlins, and correlative to that, sequestering away key factual information on impending damages is a necessary accessory instrument of Gremlin aggression in these Last Days preceding the Second Coming of the Savior. That Manhattan housewife, who along with others that experienced those booms, were unknowingly snared in a web of Gremlin intrigue originating back in the early 1970s when the well-orchestrated Gremlin diplomatic deception of *Detente* was in vogue. Back then a hard-driving engineer with good technical common sense named Leonid Brezhnev directed and

personally supervised an intense Russian military drive in a little known branch of physics Called *High Energy Physics*. Technological developments produced out of that intense campaign were such items as the *Particle Beam Weapon*, where massive amounts of electricity are projected out of a cannon-like device that Nikola Tesla developed conceptually, and literally tears to shreds the atoms of whatever the beam comes into contact with. Other military hardware produced were electrogravitic *Space Platforms*; these airships use the electrostatic belt around the Earth to elevate and lower themselves, with small side mounted rockets for horizontal propulsion. These Russian space platforms are similar to UFOs in the sense that advanced magnetic technology and gravitic levitation are used to provide propulsion to a vehicle, but the Russian design of the mid-1970s was crude compared to the sleek UFO technology from our Adamic brothers inside the Earth, as the Russians were then able to only use the Earth's gravity to elevate and descend vertically, and so side rockets then had to provide horizontal movement. Using advanced cryogenics and other technology stolen from the West, Leonid Brezhnev tied all these devices together, by mounting a *Particle Beam Weapon* inside a floating *Space Platform*. [See *Aviation Week* ["Beam Weapon Threat"], editorial on page 11, and ["Soviets Push for Beam Weapons"] on page 16 (May 2, 1977). In contrast, see also the Gremlin's *New York Times* trying to keep the lid clamped down tight on what is happening, in ["Weapon That Fights Missiles Could Alter World Defense Focus"], page 1 (December 4, 1978). The *New York Times* quotes Dr. Ruth Davis, a Gremlin nestled in the Pentagon's bureaucratic structure, as saying that:

> "... there is no scientific evidence to suggest Moscow is actually testing beam weapons." - *New York Times*, id., at D11.

That deceptive Gremlin skew *statement* is technically correct in a limited sense, as yes, there was no *scientific* evidence that beam testing was underway, however, there was an avalanche of *Military Intelligence* evidence coming into American sources back then that Russian beam weapons were being tested. Coming close to hitting the nail right on the head is always particularly irritating to Gremlins, and so there will always be a deceptive skew pushing things off to the side when the preferred *modus operandi* of silence is uncontrollable.]

...The use of a *Particle Beam Cannon* consumes fabulous amounts of electricity (as well it should for the fabulous amount of damages it creates), which is an easy enough deployment when the cannon is on the ground plugged into a nuclear power plant. *Question*: How do you generate 10 megawatts of electricity in an aircraft the size of a 747 jetliner? The answer lies in another interesting piece of hardware developed by Brezhnev -- a rocket propelled generator using rare earth

magnetics; a device totally without parallel in the West. The generator only produces peak juice for a few moments -- but for a *particle beam* ray, that's enough.

On that Friday morning off the Coast of South Carolina, a Russian *Charged Particle Beam Cannon* was getting exercised. Operating in a fuzzy de-focused mode, the beam was fired into the atmosphere from a floating *space platform*. These aircraft are also called the *Anti-war Machine* inside the Kremlin due to the incredible magnitude of military leverage they create for their holders. In the early 1980s, the Russians produced a second generation *space platform* called a *Super-Heavy* -- they are huge, and have a tremendous cargo capacity.

Of all the places on Earth the Russians could have used to test their *particle beam* machinery, they selected the East Coast of the United States politically: To make a *statement* to the Gremlins who are running the show in Washington: That your days are numbered, and you little *nuclear war* Gremlins had better start trembling at the knees.

All Americans will one day become very well acquainted with these *space platforms*, as they will drop in from the heavens and hover out in the open over key American cities and military bases synchronous with the Russian invasion. Those *space platforms* will be there visibly to make a *statement* at that time as well: That an accelerated American surrender would be worthwhile considering. [return]

**[73]** Title 29, Section 201, et seq. (1982). [return]

**[74]** See Generally *Mitchell vs. Robert Demario Jewelry*, 361 U.S. 288 (1960). [return]

**[75]** The *Railway Labor Act* lies in Title 45, Section 151, et seq. Correlative supporting statutes are found in Title 15, Section 21, and Title 18, Section 373, and Title 28, Section 1291. See also related statutes that confer benefits on Railroad Employees: The *Railroad Retirement Tax Act,* the *Railroad Retirement Act,* and the *Railroad Unemployment Insurance Act* in Title 26, Section 3231; Title 42, Section 301; and commingled in with the *Railway Labor Act* in Title 45, Section 151 (et seq.). [return]

**[76]** Just addressing Employee discrimination alone, the King has enacted numerous statutes that prohibit discrimination on the basis of:

- Race, gender, and other demographic characteristics in the *Civil Rights Act of 1964* (Title 42, Section 200e-16);
- Age, in the *Age Discrimination in Employment Act of 1967* (Title

29, Section 631, 633a);

- A Handicapping condition, by the *Rehabilitation Act of 1973* (Title 29, Section 791). [return]

**[77]** And remember that the very word itself, *Employee*, is automatically suggestive of the legal standing of that PERSON being another taxable gameplayer in Commerce; on the floor of a Courtroom it is a business term and carries great significance to it, and so now Protesting arguments sounding in the Tort of *Natural Law Rights* and correlative arguments of unfairness, freedom, claims of Constitutional infractions, and the like, are all not relevant. And having accepted multiple layers of State and Federal juristic benefits, *Employees* now walk around clothed with multiple layers of *Juristic Personalities*, having insulated themselves from using Tort defense arguments by virtue of the multiple layers of invisible contracts in effect that juristic benefit acceptance created latently. Yes, contracts do elevate themselves to an overruling level, washing out all other arguments sounding in the Tort of unfairness and off-point rights, whenever judgments are being handed down -- a *Principle of Nature* that if not learned now, will be learned in no uncertain terms at the Last Day before Father, as Heavenly Father, just like the King, has a large number of contracts to hold us to -- contracts that remain invisible only to those who have not yet *opened their eyes.* [return]

**[78]** Back in the 1800s, back when our Father's philosophy held the upper hand, *employment* was not an article of King's Commerce; being no juristic benefits permeating the *employment* setting, there were no reciprocal expectations of taxation liability to be concerned with:

> "The labor of a human being is not a commodity or article of commerce." - Title 15 ["Commerce and Trade"], Section 17 [Antitrust *lex*] (October, 1914).

But today, in the 1980s, there are multiple juristic contracts in effect permeating the *employment* scene that were not in effect back in the 1800s. Today, there is *Social Security* (August, 1935), which operates with and without an assigned number in effect; there is the *Fair Labor Standards Act* (June, 1938); and the *Occupational Health and Safety Act* (December, 1970). Those generic contracts are in effect with numerous other specific setting *employment* contracts, such as the:

> *National Labor Relations Act*, Title 29, Section 141 et seq. (June, 1947) [creating arbitration benefits for members of labor unions];
>
> *Coal Mine Health and Safety Act*, Title 30, Section 801 et

seq. (December, 1969) [dust, ventilation, and environmental requirements for miners];

*Longshoreman's and Harbor Workman's Compensation Act*, Title 33, Section 901 et seq. (March, 1927) [safe places of Employment];

*Railroad Acts*, Title 45, Section 1 et seq. (May, 1926) [creating a large array of benefits inuring specifically to Employees of railroads].

And as we change over to ecclesiastical settings, nothing changes there, either; as we also once lived in an era with Father when there were no Covenants to be concerned with -- but now there is. Therefore, arguments once entertained back then are no longer relevant today, because Contract Law overrules reasoning sounding in Tort -- if in fact contracts are in effect. Without Covenants, there was once a Time and an Age in the First Estate when Heavenly Father listened very carefully to our concerns about what was fair and what was not fair; as Spirits, we were without the behavioral specificity that Covenants call for back then, and so what was relevant to be discussed and considered in that embryonic stage of our development back then was anything we felt like making an issue out of. Back then, Father was issuing out *advisories*, today, he is issuing out *commandments* (the word *commandment* implies the right to use force. Notice how the intensity of the words selected has escalated from one Estate to the next. Why is Father now suggesting inferentially the use of force to obtain our obedience? Because Father has our consent to do so, originating from Covenants we all entered into in the First Estate -- Covenants that are now invisible. Although the Covenant itself is invisible, the accessory circumstances generated by its existence are visible -- such as the careful use of some forceful words to characterize the necessity of obedience to some behavioral standards).

In such a passive setting without Covenants our relationship with Father back then was quite quiescent. Without Covenants in effect, arguments considered are very broad and wide-ranging; with specific Covenants in effect governing judgments, the range of permissible arguments is narrowed greatly, and only the content of the Covenant itself is relevant discussion matter. Since there were no Covenants in effect back then, Father had reduced levels of behavioral expectations to hold on us. But today in this Second Estate, things are different -- today multiple invisible ecclesiastical Contracts are in effect, and if we do not get rid of incorrect reasoning sounding in the sugar sweet tones of Tort, then we will be damaging ourselves at the Last Day where Contracts are controlling. Just like Tax Protestors Throwing *Natural Rights* arguments from the 1800s at judges today, extracted

from Cases when there were no contracts in effect back in that era, Heathens and Gremlins also using arguments sounding in Tort at the Last Day will go through at that time what Tax Protestors in the United States are going through now in Federal District Courts: Rebuffment and rejection -- but Tax Protestors, like Heathens and Gremlins, have not figured that out yet. But there the similarity ends: Tax Protestors are quite different in the sense that they head straight for the law books, the court opinions, and the courtrooms in an effort to get to the very bottom of this Tax Question. That *modus operandi* is very beneficial. Heathens and Gremlins stay on an aloof theoretical level, and always stumble from one fundamental error to the next for one reason or another -- they don't have the backbone to be criminally prosecuted simply to get answers to questions. [return]

**[79]** *Carter vs. Carter Coal*, 298 U.S. 238, at 308 (1936). [return]

**[80]** *Carter vs. Carter Coal*, id., at 309. [return]

**[81]** In one of the First Sessions in Council in the First Estate, Father started collecting and rearranging Spirits into groups [meaning a soft Judgment was taking place]. We, as Spirits, then got away with some fairness related reasoning sounding in Tort. However, the next impending Judgment will be a hard Judgment [if *hard* is the word], because Covenants are in effect and Father has much higher standards of behavioral expectations on us. These Judgment standards specifically exclude Tort defense arguments -- and not because Heavenly Father is a Fifth Column Commie Pinko who is trying to run us into the ground, but because the Judgment Law to be governing at the next Judgment [that this Life is now collecting its factual setting evidentiary presentation on] has been changed: Because now invisible Celestial Covenants are in effect from the First Estate. To those Spirits who do not have replacement Covenants that were entered into down here, those First Estate Covenants will be controlling at the Last Day. There were no Covenants in effect when a preliminary stratification of Spirits [by Judgment] took place back in the First Estate, and certain groups of Spirits went off and attended certain Sessions of Council by themselves [for example, the *Noble and the Great* had a very interesting Session all to themselves back then]; and the impending tightening up in Judgment criteria that will be used by Father at the Last Day does not mean that Father's Law is going to the dogs [as Protestors would like you to believe since Constitutional unfairness arguments are now being tossed aside by the Judiciary], but rather the factual setting presented for Judgment -- Celestial Contracts are now in effect that were not in effect the first time around.

...Today in the United States in areas of Government taxation, it is

happening all over again right down the line: Protestors are blowing their lids when experiencing Judicial rebuffment after having quoted plain language from Cases dated before juristic *employment* contracts went into effect roughly from the turn of the century to about 1920 or so. Since commercial contracts were not in effect back in the 1800s, then what was ruled upon in that era doesn't mean anything today, because today contracts are in effect, and contracts change everything. This does not frustrate Patriot objectives, it only changes the nature of the attack strategy: Patriots first need to get rid of the contract as an item on the factual record, then you can start arguing fairness and unfairness. [return]

**[82]** Is this *Fair Labor Standards Act* really the high-powered conveyance device for *Employees* to bask in, as Federal Judges treat it? Yes, it is, and supporting evidence of this fact surfaced in the Nixon Presidential era when the Congress decided to tone down the level of benefits this Act created for *Employees*, and shift more of its benefits over to Employers:

> "The Congress hereby finds that the *Fair Labor Standards Act of 1938*, as amended, has been interpreted judicially in disregard of long-established customs, practices, and contracts between employers and employees, thereby creating wholly unexpected liabilities, immense in amount and retroactive in operation, upon *Employers* [to the benefit of *Employees*] with the result that, if said Act as so interpreted, or claims arising under such interpretations, were permitted to stand,
>
> 1) the payment of such liabilities would bring about financial ruin of many Employers and seriously impair the capital resources of many others, thereby resulting in the reduction of industrial operations, halting the expansion and development, curtailing of Employment, and the earning power of Employees;
>
> 2) the credit of many Employers would be curtailed;
>
> 3) there would be created both an extended and continuous uncertainty on the part of industry, both Employer and Employee, as to the financial condition of productive establishments and a gross inequality of competitive conditions between Employers and between industries;
>
> 4) Employees would receive windfall payments, including liquidated damages, of sums for activities performed by them without any expectation of reward beyond that included in their agreed rates of pay;

> 5) there would occur the promotion of increasing demands for payment to Employees for engaging in activities no compensation for which had been contemplated by either the Employer or Employee at the time they were engaged in;
>
> 6) voluntary collective bargaining would be interfered with and industrial disputes between Employees and Employers and between Employees and Employees would be created;
>
> 7) the courts of the country would be burdened with an excessive and needless litigation and champertous practices would be encouraged;
>
> 8) the Public Treasury would be deprived of large sums of revenues and public finances would be seriously deranged by claims against the Public Treasury for refunds of taxes already paid;
>
> 9) the cost to the Government of goods and services heretofore and hereafter purchased by its various departments and agencies would be unreasonably increased and the Public Treasury would be seriously affected by consequent increased cost of war contracts;
>
> 10) serious and adverse effects upon the revenues of Federal, State and local Governments would occur." - Title 29, Section 251 ["Portal To Portal Act"] (May, 1974).

So here is the Congress in 1974 now reversing itself from the 1938 era, and starts to hem in Employee benefits by enacting the *Portal to Portal Act*, which was designed to relieve Employers from some of the burdens cast upon them [in favor of Employees] as a result of the generous application of the *Fair Labor Standards Act* by the Federal Judiciary to *Employees*. So, yes, the *Fair Labor Standards Act* was, and so remains down to the present day, from the Judicial perspective, as a high-powered juristic device for conveying benefits into the pockets of *Employees* -- and having created benefits, now the King wants an excessively generous piece of the action.

Incidentally, when the Congress enacted this *Portal to Portal Act*, they braced themselves for any possible Constitutional challenge someone might later be throwing at them, by claiming that the necessity for this Act originates with multiple sources of Constitutional fuel:

1. "Burden on Commerce;
2. General welfare;
3. National Defense;

4. Right to define and limit the jurisdiction of Federal Courts."

- Title 29, Section 251 (a & b) ["Findings of Congress -- Declarations of Policy -- Purposes of Act"].

Therefore, whenever someone now comes along and wants to challenge the Constitutionality of this *Portal to Portal Act* for some reason, each of the four separate and distinct sources of Constitutional jurisdiction must individually be attacked and voided; succeeding in nullifying just one of the four will not nullify this statute, just like the most eloquent and impressive Tax Protester arguments on the monetary disabilities of Article I, Sections 8 and 10 will not nullify the existence of the Federal Reserve or those paper Notes it circulates pursuant to Gremlin enscrewment objectives; and just like voiding one fuel tank on a Boeing 747 jet carrying multiple fuel tanks offers no velocity reduction. All independent sources of jurisdictional fuel must be voided individually to successfully challenge an Act of Congress -- a *Principle of Nature* Tax Protesters might want to take notice of, as it applies across all settings, both worldly and Heavenly. [return]

**[83]** "The Constitution is not a formulary. For constitutional purposes, the decisive issue turns on the operating incidence of a challenged tax. A state is free to pursue its own fiscal policies, unembarrassed by the Constitution, if by the practical operation of a tax the state has exerted its power in relation to opportunities which it has given, to protection which it has afforded, to benefits which it has conferred..." - *State of Wisconsin vs. J.C. Penney Company*, 311 U.S. 435, at 444 (1940). [return]

**[84]** "To overcome this statute, the Taxpayer must show that in attributing to him the ownership of the income of the trusts, or something fairly to be dealt with as equivalent to ownership, the lawmakers have done a wholly arbitrary thing, have found equivalence where there was none nor anything approaching it, and laid a burden unrelated to privilege or benefit." - *Burnet vs. Wells*, 289 U.S. 670, at 679 (1932).

*Question*: Just how are Protesters, throwing Court actions at Federal Judges as Employees, going to prove that there were no juristic benefits conferred in the income-producing setting that the King is trying to tax in reciprocity? You're not going to be able to prove any such thing until you start to hit the nail right on the head, and get rid of those contracts that formed invisibly when juristic benefits were accepted in your state of silence. However technically wrong

some Government attorney can find and then chew up some of the points in that brief sketch of the model *objection* that I talked about at the beginning of this section, at least I *objected*, and at least I rejected the benefits and got rid of that particular contract; and getting rid of this *employment* contract is in itself just a point of beginning. [return]

**[85]** An enlargement of our comprehension, which includes the ability to appreciate important impending events, is of a Heavenly origin:

"Our religion teaches us truth, virtue, holiness, faith in God and in his Son Jesus Christ. It reveals mysteries, it brings to mind things past and present -- unfolding clearly things to come. It is the foundation or mechanism; it is the spirit that gives intelligence to every living being upon the Earth. All true philosophy originates from that Foundation from which we draw wisdom, knowledge, truth, and power. What does it teach us? To love God and our fellow creatures -- to be compassionate, full of mercy, long suffering, and patient to the forward and to those who are ignorant. There is a glory in our religion that no other religion that has ever been established upon the Earth, in the absence of the true Priesthood, ever possessed. It is the fountain of all intelligence; it is to bring Heaven to Earth and to exalt Earth to Heaven; to prepare all intelligence that God has placed in the hearts of the children of men; to mingle with the intelligence that dwells in Eternity; and to elevate the mind above the trifling and frivolous objects of time which tends [to pull things] downward towards destruction. It frees the mind of man from darkness and ignorance, gives him that intelligence that flows from Heaven, and qualifies him to comprehend all things. This is the character of [our] religion..." - Brigham Young, in a discourse delivered in the Tabernacle in Great Salt Lake City on May 22, 1859; 7 *Journal of Discourses* 139, at 140 (London, 1860).

# Invisible Contracts — Admiralty Jurisdiction

by **George Mercier** [Pages 300-385]

Next, we turn now and address the legal procedures used to crack Protesting giblets when an invisible Federal taxation reciprocity contract has been layered on us from that heavy and overweight King we have in Washington, with the administration and enforcement of those invisible contracts falling under a very curt, short, accelerated, and abbreviated legal procedure called *Admiralty Jurisdiction*. I will be discussing two separate items under this section --

1. First, the legal procedure of *Admiralty Jurisdiction*, which is not necessarily related to taxation; and

2. A specific *Admiralty Taxation Contract* itself. Federal Judges do not call this contract an *Admiralty Contract*, but my use of this nomenclature occurs by reason of relational identification, because there are invisible financial benefits originating from the King that involve *Limitations of Liability*, which is characteristic of *Admiralty*.

The legal procedure known as *Admiralty Jurisdiction* applies in Federal areas concerning tax collection, because once a *Person* takes upon any one of the many invisible taxation contracts that the King is enriching his looters through, then *Admiralty Jurisdiction* as a relational procedure can be invoked by the Judiciary and the King's termites in the IRS to get what they want out of you: Your money.

Admiralty is a subdivision of King's Commerce such that all of King's Commerce that takes place over waterways and the High Seas (at least, such a geographical restriction of Admiralty to navigable waterways of all types is now only theoretical), is assigned to be government by a special set of grievance settlement and evidentiary rules, just custom tailored to Commerce of that nature... at least that was the case in the old days when Admiralty was once restricted to govern legitimate business transactions with the King out on the High Seas.

Back in the old days, back way early in England's history, our Fathers saw that the rules governing the settlement of grievances that occurred on land just didn't seem to fit right into grievances that merchants had with each other on some Commerce that transpired out on the High Seas. A large portion of business involved the transportation of merchandise from one place to the next. For example, on land, goods that were damaged in transit for some reason were generally always recovered from the accident for valuation and insurance adjustment purposes, and eye witnesses were often present to describe how the damage happened, i.e., whether a gust of high winds came along, or

some other carriage violated rights-of-way and caused the accident, or that thievery took place. In that way, fault and damages could be properly assigned to the responsible party. But transportation that crosses over water is very different, indeed. Whenever high gusts of squall wind came about on the High Seas as merchandise was being shipped from, say, England to India, then many ships were lost at sea. No one saw the ship sink, the merchandise is gone for good, the crew is gone as well, and months and years transpire in silence as a ship that was expected to arrive in a foreign port never appears. It could have been piracy, a Rogue Wave, or the weather, or that the captain and crew made off with the boat to the South Pacific, but in any event, there is no other party to be sued, and no one knows what happened (there were no radios then). In some cases, searching expeditions were sent out to look for the lost ship, and so years would pass between the initial sinking or stealing, and a declaration to the fact that was accepted by all interested parties.

Question: How do you assign negligence for damages out on the High Seas? No one saw anything happen; no one has any evidence that anything happened. Who was at fault, and why?

On land, assigning fault and making partial recovery by the responsible party is quite common, but not so out on the High Seas. So this special marine jurisdiction (and "jurisdiction" meaning here is simply a special set of rules) was developed organically, piece by piece and sometimes Case by Case, which grew and developed to limit liability exposure to the carrier and others, and also minimized the losses that could be claimed by forcing certain parties to assume risks they don't have to assume when merchandise is being shipped over land. Also, some of the other special rules applicable to grievances brought into a Court of Admiralty are that there is no jury in Admiralty -- never -- everything is handled summarily before a Judge in chronologically compressed proceedings. Also, there are no fixed rules of law or evidence (meaning that it is somewhat like an Administrative Proceeding in the sense that it is a free-wheeling evidentiary jurisdiction -- anything goes).[1]

And so when limitations of liability were codified this way into the King's Statutes, this was actually Special Interest Group legislation to benefit insurance carriers.[2] Insurance company risk analysts are brilliant people, and they now know, like they have always known, exactly what they are doing at all times when sponsoring statutes that limit the amount of money they have to pay out in claims.[3]

And due to the extended time factors that were involved in the shipping of Commerce out on the High Seas in old England, rules regarding the timeliness of bringing actions into court, just never

fit just right with a ship lost for months or years before the involved parties even knew about it. So something originated out on the High Seas known as *Double Insurance*; which is a general business custom, continuing to be in effect down to the present time, for carriers to purchase double the value on merchandise transiting in a marine environment (insuring Commercial merchandise in transit for twice their cash value), and this insurance doubling was later enforced by English statutes to be mandatory, due to the "inherent risks involved."[4]

Do you see the distinction in risk and procedure between Commerce transacted over the land and Commerce transacted over the High Seas? As we change the situs from land to water, everything changes in the ability to effectuate a judicial recovery for goods damaged in transit. And everything in Commerce comes into the Courtroom eventually, so setting down a variety of courtroom rules just custom tailored to marine business also developed in time, and properly so.

So in the right geographical place (meaning in the right risk environment), the application of special marine rules to settle Commercial grievances is quite appropriate. And insurance, i.e., the absorption of Commercial risk by an insurance underwriter in exchange for some cash premiums paid, has always been considered by the Judiciary to be an Admiralty transaction. In other words, even though the merchandise is not being shipped over water, and even though the business insurance policy has absolutely nothing to do with a marine environment or a physical High Seas setting, the issuance of the policy of insurance now attaches Admiralty Jurisdiction right then and there.[5]

And all persons whose activities in King's Commerce are such that they fall under this marine-like environment, are into an invisible Admiralty Jurisdiction Contract. Admiralty Jurisdiction is the *King's Commerce* of the High Seas, and if the King is a party to the sea-based Commerce (such as by the King having financed your ship, or the ship is carrying the King's guns), then that Commerce is properly governed by the special rules applicable to Admiralty Jurisdiction. But as for that slice of Commerce going on out on the High Seas without the King as a party, that Commerce is called Maritime Jurisdiction, and so Maritime is the private Commerce that transpires in a marine environment. At least, that distinction between Admiralty and Maritime is the way things once were, but no more.

Anyone who is involved with Admiralty or Maritime activities are always Persons involved with Commercial activities that fall under the King's Commerce, but since Admiralty and Maritime are subdivisions of King's Commerce, the reverse is not always true, i.e., not everyone in

King's Commerce is in Admiralty or Maritime. Admiralty Law Jurisdiction is a body of legal concepts, international in character, which has its own history of organic growth concurrent both within the parallel Anglo-American development of King's Equity and Common Law Jurisdictions, and in addition to organic growth from outside Anglo-American Law. Admiralty Law has been around for quite some time, and it very much does have its proper time and place. Admiralty Jurisdiction goes back quite farther than just recent English history involving the Magna Carta in 1215; it has its roots in the ancient codes that the Phoenicians used, and it appears in the Rhodesian Codes as well.

Generally speaking, Maritime Jurisdiction is the *it happened out on the sea* version of Common Law Jurisdiction and Jury Trials are quite prevalent; Admiralty Jurisdiction is the *it happened out on the sea* version of summary King's Equity Jurisdiction, and generally features non-Jury Trials to settle grievances (as Kings have a long history of showing little interest in Juries).[6] Just what grievance should lie under ordinary Civil Law, or should lie under Admiralty Jurisdiction is often disputed even at the present time, and has always been disputed.[7] Admiralty Jurisdiction is the *King's Commerce* of the High Seas, while Maritime Jurisdiction could be said to be the *Common Law* of the High Seas. If you and I (as private parties) entered into Commercial contracts with each other that has something to do with a marine setting, that would be a contract in Maritime. If you or I contract in Commerce with the King (such as shipping his guns across oceans), then such an arrangement would fall under Admiralty Jurisdiction. This distinction does not always hold true any more, as lawyers have greatly blurred the distinction by lumping everything into Admiralty.[8]

This is why Admiralty is the *King's Commerce* of the High Seas and navigable rivers and lakes (or at least, should be). A least, that is the way it used to be. Up until the mid-1800s here in the United States, very frequently merchants paid off each other in gold coins and company notes, i.e., there was no monopoly on currency circulation by the King then like there is today. So in the old days, it was infrequent that the King had an involvement with private Maritime Commerce. And there was an easy-to-see distinction in effect back then between Maritime Jurisdiction contracts that involved private parties (or Maritime Torts where neither parties in the grievance are agencies or instrumentalities of Government) and Admiralty Jurisdiction, which applied to Commercial contracts where the King was a party. (Remember that Tort Law governs grievances between people where there is no contract in effect. So if a longshoreman fell on a dock and broke his leg, his suing the owner of the dock for negligence in maintaining the

dock should be a Maritime Tort Action). However, today in the United States, all Commercial contracts that private parties enter into with each other that are under Maritime Jurisdiction, are now also under Admiralty: Reason: The beneficial use and recirculation of Federal Reserve Notes makes the King an automatic silent Equity third party to the arrangements.

In England, which has long been a jurisprudential structure encompassing Maritime and Admiralty Law, open hostility and tension has flared on occasion regarding the question of applying a marine based jurisdiction on land. During the reign of King Richard II, there was a confrontation between inland Equity Jurisdiction Courts and the assertion of normally sea based Admiralty Jurisdiction Courts. The confrontation resulted in a King's Decree being issued to settle the grievance. That Decree provided that:

> "The admirals and their deputies shall not meddle from henceforth of anything done within the realm, but only of a thing done upon the sea..."[9]

This Decree abated the encroachment grievance for the time being, but other encroachment questions arose later on, because the use of fee based summary Admiralty Jurisdiction raises revenue for the Judges, and is administratively quite efficient, and therefore all factors considered, the inherently expansive nature of Admiralty is quite strong, and as such, Decrees issued by Kings trying to limit the contours of Admiralty were simply tossed aside and soon forgotten. So now one meaningless Royal Decree was soon followed by another:

"...of all manner of contracts, pleas, and quarrels, and other things arising within the bodies of the counties as well by land as by [the edge of] water, and also by wreck of the sea, the admiral's court shall have no manner of cognizance, power, nor jurisdiction; but all such manner of contracts, pleas, and quarrels, and all other things rising within the bodies of counties, as well by land as by water, as afore, and remedied by the laws of the land, and not before nor by the admiral, nor his lieutenant in any wise."[10]

In the reign of King James the First, the disputed boundary controversies between the Courts of Common Law and the Admiralty Jurisdiction Courts continued on, and "even reached an acute stage."[11] We find in the second volume of Marsden's *Select Pleas in the Court of Admiralty*, and in Lord Coke's writings[12] that despite an agreement made in 1575 between the justices of the King's Bench and the judge of Admiralty, the judges of the Common Law Courts successfully maintained their right to prohibit suits in Admiralty upon contracts that were made on shore. (Notice who your friends are:

Judges sitting over Common Law Courts). Other complaints of encroachment by Courts of Admiralty into land based grievances surfaced during the rule and reign of King Henry the Fourth.[13] So, Admiralty Jurisdiction is by its historical nature an expansive and adhesive Jurisdiction for Kings to use to accomplish their Royal revenue raising and administrative cost cutting objectives.

Our Founding Fathers also had an inappropriate assertion of this expansive Admiralty Jurisdiction thrown at them from the King of England, which was a strong contributing reason as to why the American Colonists felt that the King had lost his rightful jurisdiction to govern the Colonies.[14] Yes, King George was very much working American Colonial giblets through an Admiralty Cracker; and so Admiralty has had a long habitual pattern of making appearances where it does not belong, of creating confrontations, and of being used as a juristic whore by Kings functioning as Royal pimps: And all for the same identical purpose: To enrich the Crown and nothing else.

This concept of using Admiralty as a slick tool for Revenue Raising is an important concept to understand, as this procedure to raise revenue through an invisible Admiralty Contract is now surfacing in the United States in the very last place where anyone would think a marine based jurisdictional environment belongs: On your Internal Revenue Service's 1040 form, as I will explain later on.

What is important to understand here is not merely that there has been an expansive atmosphere of perpetual enlargement of the jurisdictional contours that characterize Courts of Admiralty that has been in effect for a long time in old English history, but what is important is why this state of expansion continuously took place:

> "The present obscure and irrational state of admiralty jurisdiction in America is the consequence of the long feud between the English common law and admiralty judges, clerks and marshals, who competed for jurisdiction by fees, not salaries, until 1840. They, therefore, competed for jurisdiction of profitable litigation between merchants, but were happy to escape unprofitable cases. In particular, the common law judges sought exclusive jurisdiction whenever a jury of vicinage could be empaneled."[15]

So the reason why King Richard II and the other Kings of England had to keep issuing out restraining Decrees, to hem in the Admirals with the ever-expanding jurisdiction that they were assuming, was because those admirals were financially compensated based on the number and types of Cases they accepted to rule on -- so they obviously accepted and asserted Admiralty Jurisdiction over the maximum number of Cases

practically possible; and why should they care about "mere technical details" as to whether or not that grievance really belonged under Admiralty or not? Why should they concern themselves with the mere question of jurisdiction when the more important event of looting a Defendant was so imminent? Why should they concern themselves with the comites of limited inter-tribunal jurisdiction when an operation of banditry was so close at hand? What the old Admiralty Judges wanted was to savor, experientially, the conquest of financial enrichment, and with such fee compensated Courts, Admiralty Judges got what they wanted. Can't you just hear the old Admiralty Judge now:

> "Why, the Plaintiff brought this Case into my Court, I've got jurisdiction!"

Here in the 1980s in the United States, have you ever heard this same identical line when challenging some rubbery little Star Chamber Town Justice on a speeding ticket? That determined little Justice of the Peace wants just one thing from you: Your money. Like the Admiralty Courts of old England, his little Star Chamber is also fee based. And he represents everything curt, accelerated, and inconsiderate when ignoring your traffic infraction citation jurisdictional arguments that was also curt, accelerated, and inconsiderate when fee based Admiralty Courts assumed jurisdiction on Cases they had no business taking in 1300 A.D.

Those old Admiralty Courts wanted the self-serving financial enrichment that filing fees paid by Plaintiffs gave them. And so in seeking Admiralty Jurisdiction relief, Plaintiffs expected and got quick, fast, and summary relief. And being financially compensated the way they were, are you really surprised that Admiralty Jurisdiction Courts were simply expected by custom to be the shortest, curtest, most summary, and chronologically most abbreviated form of adjudication imaginable? Who has time for a Jury in Admiralty? I can just hear a poor fellow try to argue rights in an old Admiralty Court back then.

> "You want what? You want Due Process in this Court? You want your Magna Carta rights? Ha! [*snort*] This is Admiralty. Judgment entered in for the Plaintiff. Next Case."

Today in the United States, just like in those days of King Richard II, there is now an assertion of Admiralty and Maritime Law going on in places where it does not belong, and it is now trying to make an appearance where it has no business. Admiralty Jurisdiction has in many respects, "come ashore" and now "meddles" with much of our domestic "realm," as it currently affects almost every element of our inland Commercial society. Today's practice of Admiralty and Maritime

Jurisdiction is found not only in its appropriate home in that slice of business of King's Commerce that is going on out on the seas, but also on the navigable rivers of the United States, as well as world-wide off-shore well drilling activity. Admiralty Jurisdiction rules are used to settle claims and grievances regarding cargo, international conventions, financing, banking, insurance, legislation, navigation, hazardous substances from nuclear power plants, stevedoring (the unloading of a vessel at a port), and undersea mining and development. An examination of some Commercial contracts that aerospace defense contractors enter into with the Pentagon and each other (from general contractor to subcontractor) reveals slices of Admiralty very much now in effect. It is probable that Admiralty Jurisdiction will also surface sometime in the future to settle Tort claims arising out of the CIA's planting of ICBMs on the ocean floor up and down the East Coast in the 1960s under instructions from David Rockefeller, using that ship Howard Hughes built especially for this purpose, called the *Glomar Explorer*. Every few years since 1977, strange stories have appeared in the news regarding whales beaching themselves on American coasts. On February 6, 1977, a large number of whales began beaching themselves at Jacksonville, Florida for no apparent reason; commentators conjectured that the whales must have lost their sense of navigation. Soon, 120 whales had mysteriously beached themselves at Jacksonville.[16] NBC Television News reported that evening that no autopsies were going to be performed on the whales, but NBC was fed inaccurate information. When privately dissected by doctors who knew what to look for, those whales had empty stomachs [meaning that the whales had not eaten in a while and were sick], and also had heavy plutonium poisoning in their lungs, originating from one of the undersea missiles leaking plutonium, located on the seabed 290 miles ESE of Jacksonville, at 30 9.9' North and 77 8.44' West, which is one of those aging CIA underwater ICBM's sites. What the whales were up against was a fungus like infection that had interfered with their breathing, originating from the water-born plutonium; and when dragged out back to sea from the Jacksonville beaches, the whales returned to the beach [negating the "loss of navigation" theories]. The whales preferred to die on the beach, rather than carry on life in their underwater agony. Those beached whales were collected and buried at the Giren Road Landfill in Jacksonville, Florida, but today, they should not be forgotten. Whales are mammals like you and me, and soon, rather than mammalian whales acting strange (like running up a stream, and refusing to go back into the ocean) and others trying to die by beaching themselves, people are next;[17] and municipal medical examiners performing autopsies are not oriented to perform plutonium toxicity density examinations in the cadavers they ponder over, so the real cause of strange behavior and

death will likely be puzzling for a while.[18] But when correctly identified, the King's Admiralty Jurisdiction will be there to settle those impending claims, as the source of the Tort is juristic. There are a lot more numerous sources of plutonium now available to contaminate American drinking water supplies than just some aging undersea missiles, and whatever plutonium cannot slip into your drinking water by itself, will one day have the liberating assistance of a terrorist. And it is my conjecture that when the first hotel is built on the Moon or some other remote astral place, Admiralty Jurisdiction will be right there to make an appearance when the doors open.[19] Here in the contemporary United States, the very first Federal Court ever established by Congress, was a Court of Admiralty.[20]

And so the use and availability of Admiralty Jurisdiction is deemed very important to our King; and for the identical same reasons why Admiralty Jurisdiction organically grew into the most summary, shortest, and swiftest form of "Justice" imaginable in the old fee based Admiralty Courts: Because the King is financially enriched by the maximum number of assertions of Admiralty Jurisdiction that he can get. So likewise our King today is being financially enriched by his expansively asserting "Courts of Admiralty" where they rightly do not belong. Today in the United States, a King's Agent (some hard working private contracting Termite who works for the IRS) simply sends a letter to an Employer stating that a particular Employee's wage deductions are being disallowed, or this fine is being levied, and the Employer jumps instantly and sends the money into the IRS without even telling the Employee that the summary confiscation took place. No opportunity to be heard in opposition, no expectation of even being heard in opposition to the Notice, just summary confiscation. And the more the King confiscates without any Administrative Hearings preceding the confiscation, the richer the King gets, just like in the old fee based Admiralty Courts of old England -- so you can just forget about getting any Contested Case Administrative Hearing on a grievance with the IRS.

The reason why summary Admiralty Jurisdiction is of concern to us is because our King is using jurisdiction attachment rules applicable to an Admiralty Jurisdictional environment to us interior folks out here in the countryside where Admiralty Jurisdiction does not correctly lie. (The only ordinary land based folks who should properly be under King's *in personam* Admiralty Jurisdiction are Government Employees (Federal and state), Military Service personnel, and those who specifically contract into Admiralty Jurisdiction (such as Employees working for a Defense contractor with a Security Clearance, and private contractors hired by Government to perform law enforcement

related work)). The King and the Princes are using Admiralty Jurisprudence reasoning to effectuate an attachment of Enfranchisement on Natural Persons, by virtue of all Citizens, so called, being made a Party to the 14th Amendment; well, that is the process by which Admiralty attaches, however the confluence of reasons why the King so attaches Admiralty all focuses on just one Royal objective: The King wants your money, and he is going to hypothecate you, and use invisible contracts in Admiralty to get what he wants.[21]

Most folks think that, well, the 14th Amendment just freed the slaves, or maybe something noble and righteous like that. Not so. Every single Amendment attached to the Constitution after the original Ten in the Bill of Rights, is in contravention to the original version of 1787 for one reason or another, and each of the *after Ten* were sponsored by people -- Gremlins, imps -- operating with *sub silentio* sinister damages intentions. Under the 14th Amendment, there now lies a state of Debt Hypothecation on the United States that all Enfranchised persons bear some burden of,[22] i.e., all citizens who are a Party to the 14th Amendment can be made personally liable for the payment of the King's debt. So now when the King comes along with his statutes and claims that, despite his own 14th Amendment, his Enfranchised subjects are now going to be limited in their liability profile exposure to national debt, important financial benefits are being conferred upon Citizens, and the King believes that Admiralty Jurisdiction, with all of its giblet cracking accoutrements, attaches right then and there.[23]

The King and the Prince are using twisted logic to justify this assertion of Admiralty Jurisdiction where it does not belong: Where it belongs is out on the High Seas where it came from. Royalty now believes that the legal environment of Limited Liability conferred on risk takers sufficiently replicates the original legal risk environment of Limited Liability that organically grew up out on the High Seas to be Admiralty Jurisdiction. Remember that Limited Liability itself is a legal trick of enrichment used by insurance companies as debtors to reduce the amount of money they have to pay out on claims; yes, Limited Liability is a marvelous legal tool for the insurance companies to bask in. From the *Price-Anderson Act* that cuts nuclear power plant losses to the Warsaw Convention that cuts airplane crash losses,[24] from *Admiralty Limitations on Liability Act*[25] on marine shipping to medical doctors malpractice suits,[26] Limited Liability is nothing more than a brilliant wealth transfer instrument for Special Interest Groups to bask in, and all very neatly accomplished through the use of statutes.[27]

So in a limited sense, the legal environment of Admiralty Jurisdiction

could be properly said to apply to any Commercial setting where a debtor owes money to other people as risk insurance, with the amount of debt payable by the risk insurance carrier being artificially lowered by statutory Limitations of Liability. The true origin of the adhesive attachment of *Admiralty Jurisdiction* (which is just legal procedure) lies in the existence of invisible contracts that are in effect, with the contracts being of such a maritime nature that grievances arising from them are settled pursuant to Admiralty Jurisdiction rules.

Let us be objective like an umpire or a judge for a moment, and stop thinking in terms of what we want and don't want for ourselves, so we can Open our Eyes to see what is really there, by trying to view things from the perspective of an adversary.[28] If we could lay aside, just for a moment, the presumption by many that judges are Fifth Column pinkos and are otherwise morons, and now examine the King's reasoning on Admiralty Jurisdiction attachment (that his Title 46 statutes have Limited the Liability that Enfranchised Persons have encumbered themselves into through the 14th Amendment), then unfortunately for Protesters, we find that there is some merit to the King's contentions, and the reason is because special financial benefits are being accepted by Enfranchised Persons, and so now an invisible contract is in effect, with the result being that if a grievance comes to pass on the contract, somewhat unpleasant Admiralty settlement rules will prevail.[29]

[When I was first told about the story of the 14th Amendment, I was told a story by numerous people and groups, who should know better, that parents can bind their offspring into Equity Jurisdiction relationships with Royalty; and I heard this same line of reasoning from numerous different sources. When I heard that line, I tossed it aside as a brazen piece of foolishness; the idea of having parents assign debt liability to their offspring by evidence of a Birth Certificate was then, and now remains, as utter foolishness. I was correct in my ideological rebuffment of that line of liability reasoning, as one person cannot bind another absent a grant of agency jurisdiction. But later through a Federal Judge I realized that there are special financial benefits that persons documented as being politically Enfranchised at birth experience later on as adults when they are being shaken down for a smooth Federal looting; and it is this acceptance of benefits as adults, in the context of reciprocity being expected back in return, that attaches contract tax liability, and not the existence of a Birth Certificate document itself. This concept some folks propagate -- that we are locked into juristic contracts by our parents since it is the parents who have caused the Birth Certificate to be recorded -- is not correct: As a point of

beginning, one person cannot bind another. But most importantly, all the Birth Certificate and correlative documents in the world will not separate a dime in taxation from you until such time as you, individually, and personally, have started to accept juristic benefits. The Law does not operate on paper; what is on paper is a statement of the Law, but that does not trigger the operation of the Law. All the documents with Royalty in the world will not separate a dime from you, until juristic benefits have been accepted by you out in the practical setting. In a sense, Birth Certificates can be properly construed as documents evidencing your entitlement to *Rights of Franchise*, if you decide to exercise those rights later on when you come of age, but the reciprocal taxation liability Enfranchised folks take upon themselves occurs by operation of contract -- the invisible contracts that quietly slip into gear whenever juristic benefits are being accepted: Now, here, today -- and by you, personally and individually. The relational status of your parents to Government, past and present, is an irrelevant factor *Birth Certificate Pushers* are incorrectly assigning significance to. Those who warned me of the adhesive Equity tentacles of the 14th Amendment were absolutely correct in their conclusory observations of the effects of the 14th Amendment, but they were incorrect in their views that liability singly attaches by reason of the existence of a Birth Certificate document that their parents caused to be created. By the time you are finished with this Letter, you will understand why written Documents, of and by themselves, mean absolutely nothing -- as it is the existence of Consideration [benefits] experienced or rejected out in the practical setting that attaches and severs liability, and the written Document or statement of the contract itself is unimportant for liability determination purposes -- and for good reasons: Because the Law operates out in the practical setting and not on paper, of and by itself; to say that the Law cannot operate except if on paper is to say in reverse that if there is no paper, there is no Law. Not understanding the significance of that Principle will render yourself prone to error in your thinking.][30]

Having your Debt Liability Limited by statute is a very real and tangible benefit that inures to all such named Enfranchised debtors (imagine being an insurance company, and having to pay out only 80% of your claims -- you then get to pocket the 20% that the statutes restrained your policy holders from collecting); the fact that, in examining your own individual circumstances, you cannot assign any substantive financial significance to it isn't anything the King is going to concern himself with. And insurance companies are prime examples of the institutionalized use of this marvelous legal tool to enrich themselves, and they are also prime examples of just how really valuable a Limitation on Liability really is. Remember that when

benefits are being accepted in the context of reciprocity being expected back in return, then there lies a good tight contract. If, for example, you are an insurance company, and your average losses for claims under homeowner's policies is $100,000, and the King comes along and declares that henceforth, the maximum claim anyone can make in his Kingdom against an insurance company for damages experienced by homeowners is $95,000, then those insurance companies very much did experience a very real, legitimate cash benefit; and so it is now morally correct for the King to participate in taxing the profits the insurance companies made for this reason alone, as the King very much assisted in enriching those insurance companies by decreasing their cash expenditures. Neither it is immoral for the King to enact statutes that enrich some Gameplayers in Commerce while simultaneously perfecting the Enscrewment of others, as remember that entrance into the closed private domain of King's Commerce is purely voluntary.[31]

So do you see what a well worded statute can do? ...invisible political benefits accepted get converted into a gusher of cash for the King, to be used as a wealth transfer instrument by Special Interest Groups. The more numerous the number of wealth transfer instruments the King can create, the more he can correctly justify before the eyes of the Judiciary taxing certain Persons who financially benefit from the statutory *grab and give* scheme.[32]

In your Case as a benefit acceptant Enfranchised Person under the 14th Amendment, if your share of the National Debt is $250,000, and the King comes along and slices off $150,000 from that Debt, so your exposure is now $100,000, then did the King just give you a benefit? Certainly he did, and it is now morally correct for the King to participate in taxing the gain he participated in creating, just like he did with insurance companies. If in your business judgment throwing half of your annual income out the window to the King for these paltry artificial political debt liability limitations is just not worth the large percentage tax grab the King demands year in and year out without letup, then that is a business judgment you need to make; and that business question is not a question that a Federal Judge can or should come to grips with in the midst of some Title 26 enforcement prosecution, after you previously accepted the King's Commercial benefits, and now for some philosophically oriented political reason, you don't feel like reciprocating by paying the invisible benefits that you previously received under an Admiralty contract.[33]

Here in New York State, the regional Prince in 1984 became the first American Prince to enact statutes requiring the use of seat belts by all motorists driving on *his* highways. This statute was openly announced as being designed to cut the hospital costs of accident

victims (meaning, to limit the liability exposure of insurance company claims by reducing the amount of cash they spend on each hospitalization claim while collecting the same amount of annual motorist insurance premiums). Here in Rochester, New York, numerous insurance companies ran large newspaper advertisements at the time encouraging the enactment of the Seat Belt statute. I have examined the lobbyists' material that was distributed to State Legislators in 1984 on this issue; they were presented with an impressive array of the history of similar statutes enacted in over 90 foreign jurisdictions world wide to justify their proposed statute in New York State -- yes, where high-powered money is at stake, there will be high-powered research and documentation.

You may very well resent this *grab and give* environment that is designed to enrich the King while perfecting your Enscrewment in the practical setting, but if you do voluntarily participate in the Enrichment Game of King's Commerce, then your resentment for being cornered in on the *grab* side of this wealth transfer game, and your Tort Law arguments of unfairness centered around that resentment, means absolutely nothing to any judge at any time for any reason. But what if you are different? What if you don't voluntarily participate in Commerce? What if you filed timely objections, and have refused and rejected all Commercial benefits? Now what?

The reason why the King entertains this Admiralty "Limitation of Liability" Jurisdictional attachment reasoning goes back into the Civil War days of the 1800s, when a Special Interest Group, perhaps a bit overzealous, exerted strong controlling dominance in the Congress and announced that they had effectuated the ratification of the 14th Amendment, in order to "correct the injustice" from the Supreme Court's *Dred Scott* Case,[34] and its majestic restrainment on the Congress not to forcibly attach Equity Jurisdiction on individuals absent a Grant of Jurisdiction to do so (Citizenship is Equity Jurisdiction, and the casting of Blacks (or anyone else) into King's Equity Jurisdiction relational settings without the requisite initiating Charter jurisdictional authority being there, is null and void). The reasoning the Supreme Court used to rule on in *Dred Scott* was quite correct; but unfortunately for political reasons, it caused its correct reasoning to be related to persons who are Blacks instead of persons carrying other minority demographic characteristics, such as blue eyes.[35] And so although the pronouncements of Law in *Dred Scott* are quite accurate, the factual setting was twisted around just enough to cause those poor downtrodden Blacks to be pictured on the wrong side of the practical issue, and so the *Dred Scott* Case became a tool used by politicians seeking a hot issue to enrich their own fortunes.[36] But substitute some other demographic feature of people

for Blacks, and the *Dred Scott* Case would have been ignored.[37]

The *Dred Scott case* ruled that African races, even though freed as slaves by President Lincoln, and freed again from being slaves by the 13th Amendment, still could not be placed into that high and unique lofty political status called Citizen, with all of the rights, privileges, benefits and immunities that Citizens have: Because Congress was never given the Jurisdiction to do so, and the reason has to do with the original intentions of the Founding Fathers in 1787 to create a sanctuary for white Christians to live in without the uncomfortable tensions and frictions of society that always follow in the wake of forced relations with other people of strongly contrasting demographic characteristics. Although the 13th Amendment very much abolished slavery, it nowhere talks about Citizenship, which as a contract is something totally else, and which has very significant and important legal meanings since Citizenship attaches King's Equity Jurisdiction. Under this *Dred Scott Doctrine*, Blacks could not even become naturalized Citizens (i.e., the Congress could not enact statutory jurisdiction to grant Citizenship rights to Blacks that the original version of the Constitution specifically restrained and the 13th Amendment never reached into.) So the 14th Amendment came along, designed to change all that.[38]

Since politicians saw this *Dred Scott* Case as having very unique qualities to acquire maximum political mileage out of it due to the passionate public sentiments associated with it, the movement towards adapting the 14th Amendment to deal with those *utterly heinous* and *racist Supreme Court Justices* quickly acquired momentum; and having the powerful support that the 14th Amendment possessed, it was simply assumed that it would quickly pass Congress and be ratified by the States. Like statutory bills in Congress,[39] the 14th Amendment became loaded down with very interesting declarations on the Public Debt, that had absolutely nothing to do with granting Blacks Citizenship rights -- seemingly the very reason for the 14th Amendment in the first place. Like the Panama Canal Treaties, Gremlins saw a unique window opening to perfect just one more turn of the screws. And those pronouncements on Public Debts and Enfranchised Citizens are the structured legal framework of the King to seek Citizenship contract liability as a partial justification to pay Income Taxes here in the 1980s. Remember that mere written documents, of and by themselves, do not create liability. Liability is always perfected in the practical setting; and it is your acceptance of the benefits of Enfranchisement (of which the Limited Liability of your share of the Public Debt is one such benefit), that gives rise to a taxing liability scenario, and not the unilateral debt declarations in the 14th Amendment itself.[40]

The actual legal validity of the ratification of the 14th Amendment is now disputed. The Utah Supreme Court once ruled that the ratification of the 14th Amendment was invalid and therefore the Bill of Rights was non-applicable in Utah.[41]

For more than a hundred years now, the courts have applied the 14th Amendment to pertinent Cases that have come before them. And although questions have been raised about both its language meaning and the legal correctness of its adaption process, Federal challenges to the Ratification of the 14th Amendment have always fallen on deaf ears. Its long time usage and the *Lateness of the Hour Doctrines* have caused the Supreme Court to accept the 14th Amendment as law.[42] Of and by itself, the 14th Amendment is an instrument that creates a great deal of litigation.[43]

Despite the disputed authenticity of the background factual setting permeating the Ratification Process of the 14th Amendment, the story of its alleged Ratification is indeed a strange and fascinating chapter in Constitutional history. It goes well beyond the natural confusion that would be expected on the heels of a great Civil War and the secondary political readjustments that followed the disruption of power relationships. The nature of the unique political conditions back then and the emerging attitudes of individuals to furnish the key elements in the factual setting relating to pure, raw physical force that the sponsors of the 14th Amendment pressured on Ratification-reluctant Southern States; and the same unique political conditions are now responsible for the first two assertions of an invisible layer of Admiralty Jurisdiction over us all.[44]

Patriots now have a position to take on this 14th Amendment: Do we want this 14th Amendment thing or not? On one hand, the 14th Amendment has been used by judges as their excuse to give us noble sounding, although largely milktoast, Due Process and other wide-ranging rights that have been used as judicial intervention justification jurisdiction in such diverse factual settings like opening up Government law libraries to the public; chopping away at the lingering vestiges of Richard Dailey's Machine in Chicago; ordering the Tombs Prison in New York City closed; ordering affirmative action in the hiring of policemen; ordering school integration busing; denying retail business proprietors the discretion to select their own customers; and in Boston, Federal Judge Arthur Garrity actually took over administrative operations management of a portion of the local school district in an intervention effort to deal with that utterly heinous evil of racism. And it was through an operation of the 14th Amendment's *Incorporation Doctrine* that the entire Bill of Rights was made binding on your regional Prince by the Supreme Court (as the Bill

of Rights was initially binding, by original intent, only on the King himself).[45]

And on the other hand, in an area of more direct interest to Gremlins, the 14th Amendment now spins an invisible stealthy web of an adhesive attachment of King's Equity Jurisdiction so strong and with benefits so invisible, that Black Widow Spiders would be humbled if they could ever appreciate their reduced Status in light of this new competition in the Jungle.

In a sense, what we want or do not want at the present time is unimportant, since we as Individuals are without jurisdiction to effectuate into the practical setting the corrective political remedies of annulling the 14th Amendment.

In *Fairchild vs. Hughes,*[46] the Supreme Court refused to consider the possibility of the illegitimacy of the Ratification of the 19th Amendment, and used as contributing justification the comparative example of the judicial recognition of the 15th Amendment by its long usage, regardless of arguments about its technical validity. In *Coleman vs. Miller*,[47] the Supreme Court did lightly review questions pertaining to the Ratification of the 14th Amendment, and of attempts by two States to rescind their previous Ratification of an Amendment as an example of their philosophy that such questions be deferred to "the political departments of government as to [whether or not the] validity of the adoption of the 14th Amendment has been accepted."[48]

Although the right of judges to nullify statutes was seemingly settled in *Marbury vs. Madison,*[49] the question of Judicial statutory annulment lingered on,[50] Judicial Review now continues down to the present day as a topical source of conversation, since the *Doctrine of Judicial Review* is often used as a legal tool to justify taking a philosophical position.[51]

Just as the low level question of statutory annulment by the Judiciary continues on as a disputed jurisdictional item, so *a fortiori*[52] the higher question of actually annulling portions of the Constitution itself, due to technical Ratification procedures, is strongly disputed.[53]

Although that line of reasoning is facially defective if intended to apply universally to all circumstances [the right time to do the right thing is right now], there is some merit in the Supreme Court's desire that grievances of this nature are best settled by what they call the *Political Departments of Government*, under normal circumstances. However, when unlawful sources of jurisdiction are being used (such as nonexistent Constitutional Amendments) as justification to damage

someone, then the *Alice in Wonderland* fantasy of gentlemanly interdepartmental political comities that the Supreme Court would prefer to intervene and settle the grievance, become inappropriate and unrealistic grievance settlement remedy tools; and by indifferently allowing fraudulent sources of jurisdiction to be thrown at someone as justifying Government Tort damages, the judiciary is diminishing its own stature.[54]

As for the holding of the Bill of Rights into binding effect on the States, in every single Supreme Court decision I have read involving the 14th Amendment Due Process Clause application, the Supreme Court could have equally justified the ruling based on the *Republican Form of Government Clause* in Article IV, Section 4, if they wanted to -- but they don't want to.

One of the receptive concerns one finds in the Supreme Court is their perceived lack of federal jurisdiction to intervene into, and overrule state proceedings -- This *Republican Clause* is a real sleeper as such a Grant of Supervisory Jurisdiction is inherent in its positive action mandates. Shifting to the meaning of the Clause itself: A Republic, properly understood, involves the restrainment of the use of Government by majorities to work Torts on minorities, as distinguished from Democracies where simple majority rule forces their will and their Torts on everyone else.[55]

What are Minority Rights? Those Rights are the Rights to be left alone and ignored by Government absent an infracted contract or a Tort damage.[56] And those rights are very appropriate to invoke when you are in the midst of a criminal prosecution, without any contract in effect, without any *mens rea*, and without Any *Corpus Delecti* damages being found anywhere; and it has to be this way since wisdom is not conferred upon majorities by virtue of their sheer collective aggregate numbers.[57]

I see a real germ of tyranny in theoretical Democracies.[58] Since everyone, even lobbyists for Special Interest Groups, belongs to one or more overlapping minority interest groups of some type, then attention to this *Republican Clause* by the Supreme Court (and by us in our briefs) can accomplish far more than the less specific "Due Process" words in a sinister Amendment that carries negative and unattractive secondary enscrewment consequences along with it. But we are not the Supreme Court, so our knowledge and wisdom has to be filed away in abatement under *Hiatus Status,* pending our future ascension into the corridors of power.

There are several ways to cure the mischiefs of factions and their Torts; one is to remove its seminal point of causality [by the

elimination of troublemakers, not permissible without creating more problems than were "solved"]; another way is to control the net practical effects of Majority Torts by creating a confederate Republic, consisting of several regional states, and then creating several layers of Juristic Institutions operating on narrow jurisdictional contours, and somewhat operating against each other to a limited extent; this is very similar to the structural configuration of the United States, with a federal layer operating *vis-a-vis* the regional States.[59]

By the way, the original version of the United States Constitution, which includes the first ten Amendments (the *Bill of Rights*), is organic just like a contract, and is subject to modification, annulment, and reversal by any subsequent Amendment.[60] Therefore, the general applicability of this *Republican Form of Government Clause* should be viewed cautiously, and should even be viewed in the light of possible non-applicability on any one Individual if any contaminating adhesive attachment of King's Equity or Admiralty Contract Jurisdiction is found operating on that Person. Therefore, the pleading of this Clause without correlative averments of Status pleading is to be discouraged, as multiple Amendments from the 11th to the 26th have quiet *Sub Silentio* lines of Admiralty Jurisdiction running through them which may very well vitiate the enforcement of the *Republic Form Clause*.[61]

Yet, nowhere in Amendments 11 to 26 do the words *Admiralty Jurisdiction* appear anywhere, just like nowhere on your IRS 1040 form do the words "Admiralty Jurisdiction governs this contract" appear anywhere: And they never will. Anglo-Saxon Kings have a long history of showing little practical interest in the financial health of their Subjects, and so any full disclosure of impending financial liability, that would give the Countryside something to think about in the nature of bugging out of the Bolshevik Income Tax system altogether, is the last thing that interests a King. So how do some of those Amendments accomplish such *Sub Rosa* objectives, when a light and quick reading makes the Amendments seem so facially reasonable? Remember that Admiralty Jurisdiction grew up in the old days quietly in the practical setting; and it is there, today, out in the practical setting that Admiralty Jurisdiction is now roaring along. But Admiralty Jurisdiction is not a block of concrete or some grand monument like Mount Rushmore we can all look up at and plainly see; Admiralty is only legal reasoning, and so properly understood, Admiralty Jurisdiction is nothing more than a sequential set of ideas in the brains of Federal Judges. So in order to understand this line of Admiralty reasoning, we need to examine its natural operation and practical effects. Since

"...the purpose of an [Amendment or Jurisdiction] must be found in its natural operation and effect..."[62]

we now need to probe for the natural operation and effect of these *after Ten* Amendments. For an example of the real meaning behind the *after Ten* Amendments, let us momentarily consider just one of them: The 25th Amendment. What an Amendment this is. The closest draft to what is now the 25th Amendment was written in New York City in the Spring of 1963 by lawyers hired by Nelson Rockefeller for that purpose. Rockefeller family political strategists had previously concluded that Nelson Rockefeller's long-term Presidential ambitions were only marginally feasible in a conventional American election setting, and that a redundancy factor was therefore necessary to give Nelson the best possible chance he wanted to be President: That redundancy factor was a plan to circumvent that irritating Constitutional requirement that all Presidents be elected.

After Ike had a heart attack, Nelson Rockefeller proposed an appointment amendment to the Constitution in April of 1957, so that a person could become the President *by appointment*, without going through an election. The proposal was made through Nelson's nominee in the office of United States Attorney General, Herbert Brownell.[63]

Three weeks after President Kennedy was murdered in Dallas on plans previously approved by the Four Rockefeller Brothers,[64] Rockefeller legislative nominee Senator Birch Bayh introduced Nelson's 25th Amendment into the United States Senate,[65] and supervised its way through the procedures of Congress,[66] and ratification through the States were later effectuated in 1967 under lobbying by imp Herbert Brownell, Nelson's intimate.[67]

So it was planned by the Four Rockefeller Brothers to try and generate some circumstances so that a man could now come up the Presidential ladder, by appointment and unelected, through a succession of Presidents who left office prematurely for various different reasons.[68]

With the 25th Amendment tucked in under his belt, just two years later circumstances to place Nelson into the White House were in full gear, and they soon blossomed into public view with what was known publicly as *Watergate*, as two CIA Agents posing as reporters for the *Washington Post* drove the story into the ground, acting on instructions to do so and under continuous advisory supervision. Nelson Rockefeller's plans to ascend into the Presidential corridors of power were contingent upon his successfully getting rid of both Spiro Agnew, as well as Richard Nixon -- a very difficult task.[69]

First, Spiro Agnew was gotten rid of by Attorney General Elliott Richardson, Nelson's friend, acting partially on some dirt Nelson had been holding on Spiro all along, and partially by Nelson's barking dogs in the news media; both *Time* and *Newsweek* ran overly dramatic articles on Spiro during the week of August 13th, 1973, signalling that he was then to be cut down fast.[70] After sicking the IRS on Spiro Agnew to go over every single purchase Spiro made for 6 years -- even checking out $16 of homespun cloth Spiro once bought,[71] Nelson arranged the ultimate incentive to have a resistant Spiro Agnew resign and get out of the way: By planning to kidnap Susan Agnew, Spiro's daughter.[72]

The day Spiro Agnew resigned [October 10, 1973], Nelson was quoted by the *New York Times* as being very well versed in the technical wording of the 25th Amendment -- as well he should be for the extreme central importance of that Amendment in his important plans for conquest.[73]

With Spiro out of the way, Nelson sent his dogs to get Richard Nixon. Nelson's barking dogs in the controlled major media had been busy getting their juices primed; they were waiting for a key feature article to appear in *Time Magazine*, which would call for Richard Nixon's resignation [the article had been written, and the accompanying photographs portraying a dejected Nixon, had been chosen almost a year before publication]. When the trigger article cue appeared, the dogs were turned loose, and the howling was heard around the world. ...And a vindictive Richard Nixon reluctantly left the White House.[74]

Now Nelson had the Vice-Presidency, but the Vice-Presidency wasn't Nelson's objective: He intensely longed for the day when he could officially hold, in public glory for the world to honor, jurisdictionally the same powers he had already been exercising practically in Washington since World War II through a succession of Presidential nominees -- but now it was going to be his turn.[75]

Following two assassination attempts in California on Gerald Ford by Lynette Fromme and Sara Jane Moore, a poisoning attempt, quiet staff suggestions that "...this might be a good time to move on," offerings of private employment, and then public demands from Henry Kissinger that Gerald Ford resign, Vice President Nelson Rockefeller ran out of Aces to pull from his sleeve.[76]

Nelson's 25th Amendment had gotten him this far, into the Vice-Presidency, but it still wasn't the public spotlight of the Presidency that he had been craving for since he was a teenager.[77] On the eve of Jimmy Carter's Inauguration as David's nominee for

President, Nelson made one final attempt to use his 25th Amendment to elevate himself into the Presidency via appointment, by using a slick legislative device related to the Electoral College and his Status as *President pro tem* of the United States Senate;[78] but under pressure from brother David, Nelson reluctantly backed off and let go.[79]

Two years later, when Nelson was shot to death in his forehead in his New York Townhouse on a Friday evening, his plans for using his 25th Amendment to assist him in accomplishing his political objectives died with him.[80]

Today, in reading the 25th Amendment, no where in it are there any words like *Nelson Rockefeller* or *Dallas* or *conquest* or *murder* or *Watergate* or *Bob Woodward* appearing anywhere, yet an understanding of the real existential meaning of the 25th Amendment requires a contextual knowledge of the background factual setting that Rockefeller political conquest was then swirling in: A well-oiled vortex of kidnappings, torture, dismemberment, bribes, wholesale executions, murder, and intrigue.[81] Historians writing their views on the history and existential reasons for the 25th Amendment try to cast the Amendment's origin in historical light, by discussing the *Removal Clause* of Article II, Section 1, while leaving out any commentary about any Gremlins *extraordinaire* at work in the background, like Nelson Rockefeller, who stayed back in the shadows while directing the visible players in this 25th Amendment act.[82]

Likewise, a light and quick reading of the proposed Equal Rights Amendment also reveals seemingly noble and righteous purposes and lofty objectives that are designed to terminate, once and for all, that utterly heinous evil of gender based discrimination. The sponsors of the ERA, who circulate in the genre of leftists, Bolsheviks, statists, and socialists, etc., have grand enscrewment plans for the ERA, but you are the last person they intend to bring this information to.[83] A large number of other people who mean well also support it (or believe that they want to support it for the righteous goals it says it will accomplish).[84] For an ominous portrayal of what the ERA will accomplish on its mission in the United States, one need only to examine the practical effects of laws similarly worded in Europe and the Scandinavian Countries.[85] But the real objective and meaning of the Equal Rights Amendment lies in another strata altogether: The Equal Rights Amendment was designed to harm and damage people -- and how it will accomplish that is quite subtle.[86]

Let us examine a favorite Patriot factual setting to see what happens when legal equality is forced on objects that belong, out in the practical setting, in their own class, free to commingle with other

similar objects sharing the same approximate attributes, orientation, velocity, and dimensions. Why are bicycles, pedestrians, and buggies discouraged from using interstate highways where automobiles and huge semi's reign supreme at accelerated velocities? Because as a matter of practical concern, although, *arguendo*, each form of transportation is legally entitled to some right-of-way access, in the practical setting each form of transportation operates best in its own protected path and status, free from each other's unique requirements. Do railroads really belong on automobile highways? Even though both are particular forms of transportation that carry freight and people, by their nature they belong on separate tracks or paths. To have all forms use the same highway path, by legally forcing non-discrimination in effect between different forms of transportation ("It just isn't fair that I cannot use my bike on that highway!"), although initially it sounds legally impressive to get rid of discrimination, this actually creates hard damages out in the practical setting when high velocity vehicles weave their way around buggies and bicycles that non-discrimination legislation has forced into using the same track or status; bicycles and pedestrians belong on their own bicycle/pedestrian paths, sharing that path with transportation forms that operate under similar characteristics, and under similar velocity parameters. Not all particular forms of the same general classification belong in the same status or path, and when forced to cross over and commingle with each other, then damages occur. Customized legislation (or *discrimination* as some would characterize it by trying to cast an illicit derogatory inference on the subject even before the substance is addressed on its merits), providing for each particular form of transportation to operate in its own ideal tract and setting, at its own maximum velocity, prevents the damages that are caused by reason of improvidently commingling different particular forms. Correct *Principles of Nature,* however invisible, operate across all factual settings, transparent to the particular application vicissitudes then under discussion.[87] And just as men and women were designed by their Creator to operate at different velocities and accomplish different objectives down here, although both are mammalian vertebrates and share similar dimensions, forcing both particular genders into the same track and status to accomplish legal equality will actually secondarily create hard damages out in the practical setting.[88]

Sorry, Gremlins, but each form of transportation should not be entitled to equality before the Law; as F.A. Hayek stated so well, forcing legal rights equality on material objects that operate best in different strata, always creates hard damages. And men and women are very different.[89]

One of the reasons why so many folks are sympathetic to the ERA, is

that they know, and properly so, that women have been given the short end of the stick by having been denied political rights and enfranchisement in the past; and so now is the time to right all of that and give women full dignity rights. That, too, sounds high, noble, and righteous; but remember the highway transportation example I gave. The damages that are created by forcing particular forms of transportation to operate on the same track with each other, are not at all related to merely allowing men and women to have identical political relationships with the State. This means that there is a big difference in legally forcing particular forms to commingle with each other, as distinguished from allowing each form to politically commingle with the State passively, if and when they feel like it. Go back and read the ERA again, as it does not just merely allow passive gender political equality relationally with the State (which, of and by itself, is harmless and fine, and I approve of); but it also forces hard inter-gender track commingling out in the practical setting by jurisdictionally disabling distinctive customized legislation that restrains particular forms from crossing over into each other's paths and status. And therein lies the presently invisible sinister objective that the world's Gremlins want to see so much: Damages.[90]

Yes, the police powers of Government are very often called upon by Special Interest Groups to work Tortfeasance on others,[91] but legislators, however bought and purchased, will necessarily always have to cast their Tortfeasance in noble and righteous sounding rhetoric.[92]

But important for the moment, no words in the proposed Equal Rights Amendment itself lead anyone to suggest that someone as something possibly sinister planned, just like there were no words in the proposed 25th Amendment of 1963 that would lead anyone to believe that someone has something possibly sinister up his sleeves. Only a handful of people knew at the outset of the 25th Amendment that Nelson Rockefeller had grand sinister plans for that Amendment: Plans that involved creating damages by murder, if necessary.[93]

And as it is with those two Amendments, so it is with multiple other Amendments which were appended to the Constitution after our Founding Fathers left the scene and took their genius with them: The real meaning of the "After Ten" Amendments are no where to be found on their face, so a quick light facial reading of any of the "After Ten" Amendments is to be discouraged.[94]

So this *Republican Form of Government Clause* appropriately applies to everything from Jury size to enlightenment on Jury Nullification, to a Jury of your Status peers, to taxing powers, to police powers, to

statutes sponsored by Special Interest Groups: In any setting where Minority Rights are being hacked away at. All factors considered, I am opposed to the legal standing of the 14th Amendment. Opposition to the legal standing of the 14th Amendment will itself come with bitter opposition from Blacks -- as the termination of the 14th Amendment will strip Blacks of all law enforcement jobs and many elected Government positions where United States Citizenship is required, and additionally create a status stigma over them that is necessarily unpleasant for them. Yet, despite those uncomfortable secondary practical effects of terminating the 14th Amendment, such termination, if it ever occurred, would be just the right medicine, as a disciplinary measure, to shake the King into thinking twice before pulling anything like that off again; yes, a few good selectively placed judicial spankings can act like restrainment magic in preventing Royal Torts. After the Civil War ended, Union troops remained quartered in several Southern States until after they ratified the 14th Amendment: To perfect by naked physical duress what could not be perfected by arguments of reason and logic, political attraction, good common sense.[95]

Even so, Blacks do not have much substantive merit to their arguments that the termination of the 14th Amendment would be detrimental to them, as they try to deflect the termination of the 14th Amendment with their sweet sounding rhetoric of unfairness. Sending the Blacks back to Liberia, like was planned after the Civil War, isn't very likely right now (although that would be just the right medicine to get rid of racism in America, by getting rid of the irritant races). If the 14th Amendment was terminated tomorrow morning, the political climate today is such that it would be reenacted by the Congress and most States properly within a few weeks.[96]

And as for the Supreme Court, rather than believing like they do that they are being smart and clever by protecting the King when sweeping his dirty laundry under the carpet for him, they would be truly wise, in contrast, to explore the possibility that a few good public spankings once in a while are actually just the right medicine to reduce their own Case load by conveying the message to the King -- preventively -- that generous awards to remedy his Torts will be enforced by the Court, and that fraudulent administrative announcements on Constitutional Amendment Ratifications by Secretaries of State will be annulled in due time.[97]

Admiralty Jurisdiction has a sister called Maritime Jurisdiction; and Maritime, like Admiralty, is a body of Law international in character, and is considered by Federal Judges to be the Law of all Nations.[98] In 1922, Justice Holmes of the United States Supreme Court had a few

words to say about the reason why we are now burdened down with Maritime Jurisdiction:

"There is no mystic overlaw to which the United States must bow... However ancient may be the traditions of Maritime Law, it derives its power from having been accepted in the United States."[99]

Like the National acceptance of Maritime Jurisdiction by the Federal Judiciary, it is the individual acceptance of the benefits of King's Admiralty Jurisdiction by you that is your problem, and not the universal benign assertion of that Jurisdiction by the King that is your problem. Yes, Admiralty Jurisdiction is a jurisdiction skewed heavily to favor the King, and it very much operates in chronologically compressed giblet cracking Summary Proceedings. Yes, Admiralty has quite a reputation for being curt and abbreviated, and the curtness of Admiralty extends even into such areas as pleading itself.[100]

This silent benefit acceptance is what is partially responsible for the King's ability to throw his Special Interest Group criminal *Lex* at us: Without any express contract, without any *mens rea*, and without any *Corpus delecti* damages anywhere; that's right, no damages to be found anywhere, no evil State of Mind as a driving force in the mind of the actor, and seemingly, no contract: Just summary giblet cracking. The King is making an assertion of Admiralty Jurisdiction here against you, but it is an assertion only in the sense that it is a qualified assertion: The Judiciary exists to intervene and separate the King from you, after you have filed your *Notice of Severance* and *Waiver, Forfeiture,* and *Rejection of Admiralty Benefits* on the King, and have recorded a rescission ["Waiver and Rejection of Benefits"] derived from your Birth Certificate in your County Clerk's Office, and *Notice of Enfranchisement Benefits Forfeiture*, and *Notice of Status*, that you are a *Stranger to the Public Trust*.[101]

The word "Trust" itself means contract. However, the mere unilateral declarations by you of your relational Status *ex-contractu* means nothing by itself without a correlative substantive contract annulment termination; and by the end of this Letter you will see the correct contract annulment procedure. *Public Trust Contracts* are in effect automatically by your acceptance of juristic benefits -- an acceptance that takes place, very properly, through your silence, as I will explain later; but getting out of Public Trust Contracts is a different story.[102] And the Contract remains in effect until you correctly attack the Contract substantively, such as through *Failure of Consideration* by the timely rejection of benefits.

The 14th Amendment story is a very long one, and that is another

Letter. If you at all question the ability of that 14th Amendment to actually do all of this, then may I suggest that you consider the possibility of reading the 14th Amendment over very carefully, and ask yourself why questions of debt validity would be discussed in a Constitutional Amendment and not in statutes? Like the 16th Amendment, what words an Amendment contains actually spell a far different story than what a light quick reading of the Amendment actually conveys. The Judiciary of the United States has never applied the force of a Constitutional Amendment to a specific factual setting in a grievance presented to it that I can remember without a prior detailed analysis of the Amendment Clause's real meaning through successive cases; and I would suggest that we all follow similar detailed procedure. And as for debt collection, the Congress already had all of the necessary initiating jurisdiction in the original version of the Constitution of 1787 to borrow money and pay debts. What was different about the Civil War Era that prompted the *Radical Republicans*, so called, into placing that language into that Amendment?[103] (An examination of the *Dred Scott* Case may open your eyes).[104]

The severance of yourself away from the Admiralty Jurisdiction that the 14th Amendment creates for the King is by Rescission and a Notice of Public Record served on the King, Notifying him that your acceptance of his assertion of Admiralty Jurisdiction and his contemporary version of old Roman Civil Law on you is now terminated, and that all benefits he intends to offer on the good ship United States, particularly those benefits of Limited Debt Liability, are now declined, rejected, and waived. Remember that it is the *Waiver of Benefits* in the practical setting that terminates contract liability, and not the so-called *Notice of Rescission Contract*, *in rem* I hear talked about, which means absolutely nothing.[105]

Contracts do not dissolve themselves merely because you announce a Rescission to the world; contracts can only be unilaterally terminated by you for good reason, such as a required Operation of Nature that collapsed -- such as *Failure of Consideration* or default by the other Party, etc.[106]

Those last few words I just spoke are the Grand Key to effectuating a rescission that the Supreme Court will respect. Remember the Pan Am jet leasing example and our friend the roofing contractor: You don't need a written contract on someone else to work him into an immoral position if the money is not handed over. So too you don't need any evidence of someone else's knowledge of the existence of the facial contract to extract money out of him as well. But you do need to show an acceptance of benefits. And when the King publishes a large volume of statutes that define statutory benefits, a good case can be made

that liability exists, even in ignorance, under the *Ratification Doctrine* I will discuss later. And so those individuals who have filed a *Notice of Rescission of Contract*, *in rem* regarding their Birth Certificate are deceiving themselves, as that Rescission, of and by itself, means absolutely nothing. You missed altogether the one single most important feature that attaches liability to contracts: The acceptance of benefits out in the practical setting. Correctly written, those contract Rescissions many folks have been filing should emphasize that benefits are being waived, rejected, and forfeited, and no benefits are being accepted; and excessive attention to the existence of the facial Birth Certificate document itself, is in error. And it is the rejection of benefits that is the Grand Key to unlock an adhesive attachment of state taxation jurisdiction.[107]

I know of several criminal prosecutions where merely filing a clumsy Objection to the 14th Amendment in their local county recorder's office terminated the prosecution. In one Case, there was a pre-Trial dismissal; in others appeal was necessary, with the prosecution being sandbagged on appeal. In another Federal criminal Case, the Defendant was mysteriously released from pre-Trial commitment on his friend's Noticing the Court of his Status and Rescissions. (Even though his Rescissions were deficient in Waiving Benefits). That is just how powerful that 14th Amendment really is -- so much so that improperly prepared defense attacks have been summarily granted at the trial level occasionally to terminate prosecutions. But remember that absent an explicit appellate court ruling, lower Trial Magistrates will always rule inconsistently; so propagating legal suggestions based on a handful of isolated trial level victories is improper. The 16th Amendment story is not taught to Federal Judges in their seminars, and so in a similar way, there will be inconsistent Trial level rulings on 16th Amendment pleadings just as there is now inconsistent trial level rulings on the 14th Amendment, until such time as the High Lama in Washington settles the question [and they will settle it by affirming an Individual's liability attachment to the Internal Revenue Code of Title 26, while ignoring the 16th Amendment as being either necessary or as a source of jurisdiction, as I will explain later.]

So it is the acceptance of the benefits of Admiralty Jurisdiction by us that is responsible for this state of affairs, and not totally by the King's benign juristic aggression.[108] And if the contract calls for Admiralty Jurisdiction, and you are still experiencing Federal Benefits, the contract is still very much in effect, regardless of what unilateral declaration you announce to the world with your Birth Certificate document. Any snickering at Federal Judges for ruling adversely against us under a factual setting that skews off on a tangent favoring the King by virtue of multiple invisible contracts in

effect is improvident; and any tongue-lashing administered by the Judge in such an adhesive Admiralty Jurisdiction environment is a fully earned account.

The invisible Birth Certificate Enfranchisement story, and the hairy tentacles of Admiralty and Equity Jurisdiction it attaches, is a long one (and that is another Letter, and further elucidation in this Letter is unwarranted), but the important realization is that none of this introductory information I have told you is to be found anyplace in the typical juristic sources of legislative or judicial pronouncements. The assertion, all across the United States, of such an Enfranchised jurisdiction without your knowledge and perhaps even alien to your desired Status, originates out in the practical setting, and it is also there in the practical setting that it will be terminated by you: Without any statutes saying you can, without Presidential certification saying you can, without New York news media approval saying you can, and without a Court ruling from a judicial tribunal differentiating criminal liability on Persons based on Public Trust Status grounds. None of those sources will ever tell you that contract termination can be perfected by Rescission and Waiver and Rejection of Benefits. It is only your own exploratory self-initiative that will terminate this adhesive attachment of King's Equity and Admiralty Jurisdiction taxing liability; and Federal Judges are correct in so attaching Title 26 liability to Enfranchised Persons accepting Citizenship benefits, benefits the King has created and offered. And your Status and your Benefit Waivers are very much a powerful practical instrument to use to rescind invisible Admiralty Contracts the King will never publicly admit to their existence... Only a tiny handful of words in a few Federal Appellate Courts cautiously speak about the significance of Admiralty Jurisdiction in a Tax Collection setting. I know of some Judges who only reluctantly talk about these concepts in their chambers, but clam up tight and refuse to talk about anything in their Court while on the record; almost as if they are afraid of being eaten alive by a super-sized Black Widow Spider. But the most important item of business is waiver, forfeiture, and rejection of benefits -- and to accomplish that, your explicit disavowal is required.[109]

Yet, that story of the relationship in effect between Admiralty Jurisdiction and the 14th Amendment is only the first layer of two layers of Admiralty Jurisdiction that the King has to justify picking your pockets clean. The second layer of Admiralty involves your acceptance of Social Security benefits. Very simply stated, Social Security is an insurance program with Premiums being paid into it, claims being paid out of it, and future retirement endowment benefits are being accepted.[110] Several private commentators have suggested

that there is a close correlation between what is called *Tontine Insurance* and Social Security. Tontine Insurance is characterized as benefiting only the remaining survivors of the policy holders, i.e., no money is paid out to those Persons who die off. Thus, the Insurance Company pays out benefits to the survivors based on the Premium forfeitures that those who died (and got nothing) left behind. So the survivors are enriched based on maximizing the number of co-policy holders that have died off.[111] Think about that for a moment, because it fits Social Security straight down the line. In Social Security, if you die, your wife gets nothing (with a few dog bone exceptions), but rather what would have gone to you is simply given away (forfeited) to other Premium payers who haven't died yet.[112]

But the Congress does recognize Social Security as an insurance operation, and in Title 42, which contains the Social Security Act, there are numerous blunt references to Social Security to be structured as the insurance program that it is; such as:

> Title II: "Federal Old Age... Insurance Benefits"
>
> - Section 402(b): "Wife's insurance benefits"
> - Section 415: "Computation of Primary Insurance"
> - Section 423: "Disability Insurance Benefit Payments"
> - Section 426(a): "Transitional provision... for hospital insurance benefits"

When the Congress created the Social Security program itself in the 1930s, the creation legislation specifically referred to their intention and desire to have Social Security be modeled around that collectivist welfare program of social insurance that its Gremlin sponsors wanted so much.

"The [Social Security] Board shall perform the duties imposed upon it by this Act and shall also have the duty of studying and making recommendations as to the most effective methods of providing economic security through social insurance, and as to legislation and matters of administrative policy concerning old-age pensions, unemployment compensation, accident compensation, and related [insurance] subjects."[113]

Social Insurance itself is commonly defined as an Insurance program:

> "*Social Insurance*: A comprehensive welfare plan established by law, generally (compulsory) in nature, and based on a program which spreads the cost of benefits among the entire population rather than on individual recipients. The federal government began to use insurance programs in 1935 with the

> passage of the Social Security Act. The basic federal and state approaches to social insurance presently in use are: Old Age, Survivors, and Disability Insurance (i.e., social security); Medicare and Medicaid; unemployment insurance; and worker's compensation."[114]

If in fact Social Security is an Insurance Program at law, then the reason why the King has another invisible layer, a second layer, of Admiralty Jurisdiction to steam roll you over with, is because in the United States, going clear back to Day One, the Federal Judiciary has always considered grievances that were brought into their Court based on *Policies of Insurance*, to fall under the summary giblet cracking legal reasoning of Admiralty Jurisdiction:

> "My judgment accordingly is, that policies of insurance are within... the admiralty and maritime jurisdiction of the United States."[115]

In 1870, the Supreme Court of the United States reviewed in extended detail the history of Admiralty Jurisdiction as it relates to insurance contracts, and of the opinion of Judge Story in *Delovio*, and then affirmed *Delovio*; ruling that insurance policies are now to be considered without any dispute as being contracts within Admiralty Jurisdiction, and this remains true even though the contracts were written on land with no part or party to the contract having anything to do with a marine or High Seas physical setting.[116] So, it is the fact that Social Security is an Insurance Program that is the tie-in between that IRS 1040 form, and Admiralty Jurisdiction.[117]

No, that Social Security Number of yours is not "just a number" -- it is a Taxpayer Identification Number, just like that bank account of yours is not "just a checking account." The fact that so many other folks have these instruments does not reduce or diminish their legal significance in a Federal Courtroom. Just because you are surrounded by a very large number of fellow people who also have these multiple instruments does not mean that they lose their force or effect in Status declension to perfect an attachment of King's Equity Jurisdiction. The commingling of the passive national acceptance of these instruments, with an attitude that there just must not be that much special significance to these instruments, is defective reasoning.

Remember the environment of risk that insurance underwriters encumber themselves with when writing insurance policies for merchandise that goes afloat on the High Seas: That is where Maritime (now Admiralty) Jurisdiction has formed and took root. Initially, "Policies of Assurance" grew out of *The Doctrine of Contribution and General*

*Average*, which is found in the Codes of the ancient Rhodesians. By this doctrine, if any ship, cargo, or freight was lost, damaged, etc., then all of the remaining pool holders had to contribute their proportionate share of the loss. This division of loss naturally suggested a division of risk: First amongst those engaged in the same enterprise, and Second, amongst associations of ship owners and shipping merchants. So what we have here is mutual insurance.[118]

Once mutual insurance was accepted as a common business practice, it was made obligatory in Italy and Portugal,[119] and the next step up its ladder of organic development was that of insurance risk assumed upon a paid-in premium. Once insurers became acquainted with the risks and numbers involved with merchandise floating around on the High Seas, they then became willing to guaranty against damages for a small specific premium paid.[120]

So contemporary American legal reasoning is that, well, the risk environment of premium based insurance policies should be the same today as it was under the old days of marine based Maritime, because the legal grievance adjudication environment that insurance underwriters used to encumber themselves with back then is replicated over again today when anyone goes to an insurance company and asks them to assume some risk they don't feel like taking themselves. As you and I would perceive it, that line of comparative reasoning is not quite accurate, because folks today are forced into Social Security and automobile insurance they would not have bought if left to their own free will and business judgment, but state penal Special Interest Group motor vehicle statutes and clever Federal administrative rule making on Employers has changed all that -- but with virtually no one filing an Objection to their involuntary entrance into policies of insurance, Federal Judges had little choice but to obey the mandates of the Supreme Court, until such time as a different factual setting (regarding the involuntary application of Admiralty applied coercively) is presented to them.

Yes, very much, now you should see the fact that there is a strong relationship going on nowadays between the collection of Internal Revenue and Social Security insurance premiums in the United States and Admiralty Jurisdiction. The IRS generally does not pursue folks for Tax Collection purposes without a Social Security Number having appeared somewhere, absent special circumstances ("...*get him*"); although remember that Social Security is only one of several King's Equity contracts most folks have with the King, and the IRS does not have to have a Social Security Number to go after someone. Through the unnecessarily expansive legal reasoning on Insurance policies, and through the historical custom of marine merchants, this Admiralty

Jurisdiction which grew up out on the High Seas to govern the risk and risk-taking marine based grievances of merchants, and where it still belongs today, is now inland all over the United States.[121]

Yes, the King did acquire this envious enrichment machine (an enrichment machine that Kings and looters in other countries only wildly dream in fantasy about possessing for themselves) through the clever use of Admiralty Jurisdiction -- but never forget that before we badmouth the King for his Torts, first we examine our own circumstances. The one real reason why there are two separate layers of Admiralty Jurisdiction smothering us all today is because we gave the King the right to lay Admiralty on us like that, both individually and collectively. Yes, the King has a demon chokehold of Admiralty over most of us, but an even more honest assessment of the passing American scene today is that many folks out there want (that's right, *want*) Social Security. If you do no more than go around town and select a typical cross-profile of people at random, you will find that Social Security, so-called, isn't so badly thought of as many Patriots believe.[122]

So if you have voluntarily surrendered over your Social Security Number to your Employer, or to a bank, or to anyone else -- then not only have you accepted numerous statutory benefits that Employees and bank customers enjoy (that I discussed earlier), but the King also has you into both *Admiralty Jurisdiction*, and an *Admiralty Contract* on taxation, where Federal Judges routinely deal with defendants in contract defilement summarily along abbreviated lines that both skirt the fringes of Due Process and also largely get away with on Appeal. But you can get out of a contract in Admiralty the same way you can get out of any other contract you don't want *[failure of consideration*]. Yes, any poor soul that the King's Agents have dragged into a Federal Court for a Royal fleecing and a shake down, is in for curt process and abbreviated trouble. But remember I speak these words playfully and condescendingly down to the King: Patriots and Protesters are up to their necks in multiple invisible contracts that are in effect whenever benefits have been accepted (and when reciprocity is expected in return), and so the typical protesting Patriot, like Armen Condo and Irwin Schiff, putting up a good fight the way they do, is in error.

If that Waiver, Forfeiture, and Rejection of the benefits of Limited Liability that you experience under your Admiralty related Contract, as well as Social Security Benefits -- if that *Failure of Consideration* turns out to be just not good enough for the High Lama in Washington -- the Supreme Court -- then perhaps the time will have arrived to take seriously the timeless mandates of our Founding

Fathers: And deal with an inappropriate assertion of Admiralty Jurisdiction by the King in terms that accelerate in velocity as they transverse down the barrel of a gun.[123]

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**Footnotes:**

**[1]** In such a loose evidentiary arena, *Circumstantial Evidence* is generally considered the ultimate form of proof in Maritime and Admiralty litigation matters. Again, this is so by reason of the special factual setting that Admiralty grievances have their gestation in. For example, in Admiralty such factors as "seaman status" or unseaworthiness are generally not admitted and must be demonstrated through a series of logically connecting factors. The only way to demonstrate the existence of these factors and the conclusions that they have a significant meaning within the confines of Admiralty Law is through strong proof of circumstantial evidentiary chains leading to inferences of the various types of status. In *Cox vs. Esso Shipping* [247 F.2nd 629 (1957)], a seaman brought an action for Maritime Tort damages after he fell twenty feet to the deck of the ship. The maritime jury was not instructed that it was not Cox's duty to choose seaworthy equipment (which allegedly caused the fall) or to select good equipment from bad, but rather under *Admiralty Jurisprudence*, it was the duty of the shipowner to select good equipment from bad. By the trial court having improvidently instructed the jury along such a biased evidentiary skew, failure to explain the special assignments of negligence liability inherent in *Admiralty* mandated reversal on appeal. But it was *Circumstantial Evidence* that won the Case. [return]

**[2]** The insurance companies never change their *modus operandi* in their very successful manipulative use of legislation to limit the amount of money they have to pay out on claims. For example, few people realize it, but here in the United States, up until the early 1950s there were no commercial nuclear power plants in operation, and none were going to be built. Reason: No insurance carrier wanted to underwrite and pay for the potential losses involved if an accident occurred. The insurance companies knew that some day there would be problems surfacing with one of those nuclear plants -- insurance companies know risk and risk management better than anyone else on the fact of this Earth. So electric utilities who wanted to build nuclear plants, but could find no insurance carrier, acted in combination with insurance carriers in sponsoring the *Price-Anderson Act* in Congress, which limited the potential liability of Tort claims of a domestic nuclear accident to $500,000,000. [Remember that Tort claims are lawsuits between parties where there is no contract in effect between the parties to govern the grievance]. See the *Price-Anderson Act* today in

Title 42, Section 2210. Had there been no *Price-Anderson Limitations of Liability Act*, there would be no Commercial nuclear power plants built in the United States. For a brief history of the development of nuclear power in the United States, see the Supreme Court in *Duke Power vs. Carolina Environmental Study Group*, 438 U.S. 59 (1978). The well-known involvement of the private insurance companies and their influence on the legislation bringing forth the *Price-Anderson Act* is discussed in *duke power*, starting at page 64, et seq. [return]

**[3]** "The [Federal] Limitations of Liability Act has been applied to even small boats like outboard motorboats... but the law is... understood and [insurance] underwriters in particular know exactly what they are dealing with." - A report on *Admiralty Jurisdiction, United States as a Party; Federal Question Jurisdiction; Three Judge Courts*, [Part II] in Hearings held before the Judiciary Committee, Subcommittee on Improvements in Judicial Machinery, United States Senate, 92nd Congress, 2nd Session, discussing Senate Bill 1876, at page 697 (May, 1972). [return]

**[4]** *Double Insurance* means collecting double the premium, but the number of ships lost at sea did not double, so the claims did not double. The insurance companys' lobbyists were busy behind that legislation, as they made their descent then on the Parliament in vulture formation, just like today. *Black's Law Dictionary* Defines *Double Insurance* as existing where:

> "...the same person is insured by several insurers separately in respect to the same subject and interest." - *Black's Law Dictionary*, Fifth Edition ["Double Insurance"].

This is a correct definition of what is known as *Double Insurance*, but that is not the *Double Insurance* once forced on Admiralty carriers in another era (and, of course, you just don't need to concern yourself with something illicit being pulled off by an insurance company). [return]

**[5]** Such a seemingly expansive use of Admiralty Jurisdiction initially triggers an inquisitive attitude questioning such an expansive application of Admiralty. But the Judiciary is merely replicating the legal environment out on the High Seas that risk insurance was born in.

> "Polices of insurance are within the Admiralty Jurisdiction of the United States." - *Dulovio vs. Boit*, 7 Federal Cases 418, Case #3776, at page 444 (1815) [that Case also has a very extensive history of Admiralty Jurisdiction discussed in it].

Consider the words of Federal District Court Judge Pelag Sprague:

> "...I consider the jurisdiction of the Admiralty over polices of insurance, to be the settled law and practice of this Circuit." - *Younger vs. Glouser Marine*, affirmed on appeal, 2 Curt. C.C. 323; as cited in *Decisions of the... District Court of Massachusetts in Admiralty and Marine Causes*, 1841-1861 (1854). [return]

**[6]** Trial by Jury has never, ever been a feature of prosecutions held under summary Admiralty Jurisdiction rules. See:

- *United States vs. Lavengeance*, 3 U.S. 297 (1796);
- *Whelan vs. The United States*, 11 U.S. 112 (1812);
- *The Sarah Case*, 21 U.S. 391 (1823). [return]

**[7]** "...the precise scope of [American] admiralty jurisdiction is not a matter of obvious principle or of very accurate history." - Justice Holmes in *the Blackheath*, 195 U.S. 361 (1904). [return]

**[8]** An exemplification of lawyers simply lumping everything into Admiralty would be a treatise that teaches lawyers how to do exactly just that: See a huge seven volume set of Admiralty Jurisdiction practice Law and Rules called *Benedict on Admiralty*, by Matthew Bender Publishers in New York City. (Kept current with frequent updates to subscribers). [return]

**[9]** 13 *Richard* II, c.5. (1389) [return]

**[10]** 15 *Richard* II, c.3. (1391) [return]

**[11]** *The Encyclopedia Britannica*, Volume One ["High Court of Admiralty"], page 171 (1929 Edition). [return]

**[12]** *Reports*, Part 13, page 51; and *Coke's Institutes*, Part IV, Chapter 22. [return]

**[13]** This resulted in his statutes being modified to restrain the expansion of the Admiralty Courts. See 2 *Henry* IV, c.11 (1400). [return]

**[14]** In the *Declaration and Resolves of the First Continental Congress 1774*, we find the following words:

> "Whereas, since the close of the last war, the British parliament, claiming a power of right to bind the people of America by statute in all cases whatsoever, hath, in some acts expressly imposed taxes on them, and in others, under

various pretenses, but in fact for the purpose of raising a revenue, hath imposed rates and duties payable in these colonies, established a board of commissioners with unconstitutional powers, and extended the jurisdiction of courts of Admiralty not only for collecting the said duties, but for the trial of causes merely arising within the body of the county." - *Journals of the First Continental Congress*, edited by W.C. Ford, Volume I, page 63 et seq. [return]

**[15]** A report on *Admiralty Jurisdiction, United States as a Party; Federal Question Jurisdiction; Three Judge Courts* [Part II] in Hearings held before the Judiciary Committee, Subcommittee on Improvements in Judicial Machinery, United States Senate, 92nd Congress, 2nd Session, discussing Senate Bill 1876, at page 639 (May, 1972). [return]

**[16]** See the *New York Times* ["Rescuers Head Whales Back from Florida Beach"], page 14 (February 7, 1977). [return]

**[17]** Exploratory plutonium poisoning trials were conducted at the American Legion Convention in Philadelphia on July 21 to 24, 1976; and as expected by the Gremlins who administered the poisons through an atmospheric discharge, the symptoms that surfaced were of a flu-like nature [see ["20 Flu-Like Deaths in Penn Still A Mystery"] in the *New York Times* for August 4, 1976, page 1]. The *Times* article noted the puzzling sickness variation of what appeared to be a flu; but without possessing requisite background factual knowledge on the invisible high-powered toxicity involved, the medical doctors stumbled from one erroneous diagnostic conclusion to another [id., at 1].

[Also note the Government's selection of patriotic war veterans for their *Sub Rosa* plutonium poisoning tests, as opposed to some lesser sub-class of Americans, such as perhaps convicted felons serving life sentences without parole in a federal cage somewhere for heinous crimes committed, or perhaps irretrievably insane occupants of numerous mental hospitals scattered around the countryside. In other words, assume for the moment that you were in charge of selecting the "test group"; would you select American war veterans innocently enjoying a convention gathering in Pennsylvania of their peers, who had previously put their lives on the line for "god and country," who had served their country honorably and patriotically? Furthermore, please note that somewhere, right now, the person or persons responsible for this atrocity, who are guilty of felonious murder in the First Degree (20 American Legion veterans were murdered), and/or who were accessories to this multiple murder, have yet to be brought to justice. Where is "America's Most Wanted" now?] [return]

**[18]** Very few American doctors are skilled in recognizing the symptoms of atomic particulate plutonium poisoning; plutonium is not measurably radioactive in that it does not radiate ionizing electrons at a rate sufficient to trigger geiger counters. This type of radiation toxicity is easily misdiagnosed, and not just for medical reasons, but for political and *Lack of Judgment* reasons stemming from the manipulative withholding of public information on uncontrolled atmospheric plutonium distributions by Gremlins. The symptoms of such ionizing toxicity replicates closely the symptoms associated with a flu like illness, but since medical doctors are unaware of any public concern for radiation toxicity, the uncomfortable idea of a *Three Mile Island* scenario is tossed aside by the diagnosing physician, and the more comfortable but incorrect diagnosis of a hybrid flu-like illness is then substituted in its place. For a discussion on some of the uncontrolled atmospheric discharges of radioactive elements in the United States, see *The Medical Basis for Radiation Accident Preparedness* by Hubner and Fry, Editors [Elsevier-North Holland (1980)], which discusses publicly suppressed radiodines discharge "accidents" in 1974 and 1978 in New Jersey, and 1978 in Algeria. And it is my hunch that other similar radioactive incidents have also occurred worldwide, with knowledge of the existence of those events also being publicly sequestered. Bureaucratic Gremlins nestled in Juristic Institutions have also withheld public dissemination about radioactive atmospheric contamination originating from the now abandoned Central Core Vault of the United States Gold Bullion Depository located at Fort Knox Kentucky, which is leaking radioactive plutonium 239 that the Government improvidently stored there in 1968.

Folks placing reliance on Government for both radiation accident recovery assistance as well as deflecting the occurrence of the toxic poisoning event altogether ar exercising defective judgment -- individual responsibility is the correct management technique; and, as a point of beginning, factual knowledge is required. For beneficial advisory information in this area, see generally *Are You Radioactive? Protect Yourself* by Linda Clark [Devin-Adair in Old Grenwich, Connecticut (1973); republished by Pyramid Publications in Moonachie, New Jersey (1974); republished by the Cancer Control Society in Los Angeles (1977)]. The isochronous dietary incorporation of potassium iodine is known to manifest great relief from radioactive poisoning, due to its "sponge" like effect in going after those determined little plutonium contaminates that home in on your thyroid gland; and this remains true even though some physicians, speaking through institutions sponsored by Gremlins, do not want you to take any such preventative measures [Dr. David Becker, et al., discourages such use in *The Use of Iodine as a Thyroidal Blocking Agent in the Event of a Nuclear Accident*, appearing in 252 Journal of the American Medical

Association, at page 659 (August 2, 1984). For a story of the financial sponsorship of the American Medical Association in the late 1800s by Gremlin *extraordinaire* John Rockefeller, Sr., see Volume II of *World Without Cancer -- The Story of Vitamin* B17 by G. Edward Griffin [American Media, West Lake Village, California (1980)].] [return]

**[19]** Admiralty Jurisdiction has a long term habit of "following" Government around when new conquests are made. When His Britannic Highness would conquer a foreign land, Consular Courts of Admiralty followed His Majesty's conquests to the far corners of the globe. While India was under British colonial rule, Vice-Admiralty Courts were established in Calcutta, Madras, and Bombay. Similarly in China, Japan and Turkey, while under British colonial rule, a layer of Admiralty Jurisdiction was smothered on them. Parliament enacted the Colonial Courts of Admiralty Act in 1890 to automatically confer Admiralty Jurisdiction on Civil Jurisdiction Courts, where ever His Highness exercised his dynastic dominion. [return]

**[20]** See *The First Federal Court* by Henry J. Bourguignon [American Philosophical Society, Philadelphia (1977)]. [return]

**[21]** When a Natural Person is "enfranchised," such a *Person* takes upon himself the status of a corporation, which isn't very much.

> "The corporation is an artificial creation of the state endowed with franchises and privileges of many kinds which the individual has not." - The Wisconsin Supreme Court in *The Income Tax Cases*, 148 Wisconsin 456, at 515 (1912).

However, the low status of corporations that numerous Patriots emphasize in status distinction arguments is actually not that important [meaning, you are not hitting the nail right on the head], because such a low relational status is only the net effect of having accepted benefits the state created; and when benefits conditionally offered by the state are accepted by you, as a human being, then contracts are in effect and alleged status distinctions are irrelevant. This is the real meaning of "enfranchisement" -- a contract is in effect that is largely invisible -- because juristic benefits carrying taxation hooks on them were accepted by you. Some of the invisible juristic benefits that are automatic in corporations are:

> "The corporation,... enjoys under our laws many privileges separate and apart from simply doing business, such for instance as the legal status to sue and be sued in the Courts of our state, continuity of business without interruption by

> death or dissolution, transfer of property interests by the disposition of the shares of stock, advantages of business controlled and managed by corporate directors, and the general absence of individual liability, among others." - The Supreme Court of Louisiana in *Colonial Pipeline vs. Traigle*, 421 U.S. 100, at 106 (1974). [return]

**[22]** To hypothecate means generally to pledge assets to someone else, without delivering either Title or possession of the asset. Debt Hypothecations are sometimes used when the collateral does not lend itself well to Title or possession security, such as borrowing a Certificate of Deposit to be held by a bank in your name, when the person who really owns the money has practical control over it (such as through his signature on the deposit card). In contrast, when borrowing money to finance a new car, the Title, so called, is normally mailed by your regional Prince to be in the possession of the first lien holder, so car loans are not considered to be Hypothecated Debts. [return]

**[23]** An exemplary accoutrement of what Admiralty Jurisdiction can pull off that Common Law did not allow, was the summary seizure of property in criminal Cases, pending a posting of bail by the Defendant:

> "Historically, maritime attachment originated as a means of obtaining by attachment of the defendant's property the same security for payment of a judgment against the defendant's property which was obtained by the marshal's body arrest and holding to bail of the defendant's person. ... Just as when a defendant's body was arrested in personam, he was required to give bail in order to be released from the custody of the marshal, so when his body could not be found for such arrest *in personam*, his property was attached by the marshal and held to bail in the same way."

- A report on *Admiralty Jurisdiction, United States as a Party; Federal Question Jurisdiction; Three Judge Courts*, [Part II] in Hearings held before the Judiciary Committee, Subcommittee on Improvements in Judicial Machinery, United States Senate, 92nd Congress, 2nd Session, discussing Senate Bill 1876, at page 645 (May, 1972). [return]

**[24]** The international *Warsaw Convention* of October, 1929 was ratified by the United States Senate in June of 1934. Section 21 of that Convention Limits the amount of money air carriers need concern themselves with on claims payments for Tort damages. And as International Law, it is binding on all courts in the United States. [return]

**[25]** Title 46, Section 181 to 183. [return]

**[26]** In the mid 1970s, medical doctors in California "went on strike" to protest high insurance premiums they paid for protection against on medical malpractice claims thrown at them for Tort damages they worked on their clients (such as being told to surgically cut out a defective left kidney, and the doctor takes out the right kidney on the operating table, thus leaving the poor patient with no kidneys -- surprisingly, mistakes like that are actually quite frequent, and doctors have no one to snicker at but themselves). Numerous state legislatures enacted statutory limitations on the amount of money trial courts could award for medical malpractice suits. In California, it was the *MICR Act* of 1975, but those statutory wealth transfer schemes were later declared to be unconstitutional [see *American Bank vs. Community Hospital*, 660 P.2nd 829 (California, 1983), and *Arneson vs. Olsen*, 270 N.W.2nd, 125 (North Dakota, 1978)]. [return]

**[27]** Limited Liability for Tort claims is very much a marvelous tool for insurance carriers to amass wealth through; but there is always a pathetic footnote to be told when Special Interest Groups reign supreme in the corridors of Legislatures. For a sad discussion on the legislative massaging by insurance company produced statutes mandating the Limited Liability of Tort claims for damages from airplane crashes, has relaxed both the level of safety interest by insurance carriers in the airplane products that they insure, as well as also diminishing economic incentives by the airlines themselves for safer operations (particularly in TCA's), see *Is this Any Way to Run an Airline?* by Robert Poole, 10 Reason Magazine 18 (January, 1979). [return]

**[28]** Remember that throughout Life, in all factual settings, always try to evaluate the position of the other party with an open mind; quite often we will find that the other party has a strong case and that there has been some error in our reasoning or standing. No, it is not an easy procedure to be objective; the snickering by a Protester of what is being viewed in the Courtroom [of a judge throwing one successive retortional snortation after another at the Protester, seemingly ventilating expressions of philosophical discomfort with the arguments and the position of defiance taken by the Protester] -- snickering at the judge is much easier than adopting the following procedure into our *modus operandi*: Maybe let us assume, just for a moment, that we are in fact not correct when trying to weasel out of *Willful Failure to File* and correlative traffic ticket scenarios where invisible contracts actually govern the grievance (as I will explain later). Rather than adopting the *Modus Operandi* of a Protester by the presumption he is right, and that the judge is a moronic Commie pinko

philosophically opposed to the defiant political position being taken by the Protester, let us assume, just for a moment, that the expressions of judicial ensnortment being thrown at us might originate with something else. Maybe, just maybe, the snortations from on high are actually the final stages of judicial expressions of discontentment, with our own argument error, and the incorrect position we are taking, and might not originate with the political overtones associated with the philosophical position of our naked defiance --a defiance exhibited in areas very few people would dare to defy. Let us enlarge the basis of factual knowledge that we are using to exercise judgment on and to form conclusions with, by adopting a new *Modus Operandi:* By taking the judge's snortations under advisement at first, and asking ourselves a series of deep probing questions to try and enlarge the factual picture we are viewing. Let's try out this new *Modus Operandi* on the following news article. Like the scene in the Courtroom we will only initially accept what is presented to us as a point of beginning and take it in under advisement, and we will not arrive at a conclusion until after we have asked ourselves several deep probing questions: *"A Tank in the Parking Lot*"

> "Many obscure imports have made their way through Baltimore's port, but this one was a true rarity: a Soviet T-54 tank. It was discovered last week near Pier 10, perched on top of a flat bed trailer in the parking lot of a farm-supply company. Not quite sure just why the tank was there, a specially equipped unit of the Baltimore police force dismantled the T-54's two .250 caliber machine guns and carted them off for safekeeping while they searched for the owner. A call to nearby Fort Meade did nothing to clear up the mystery. Eventually, the truck driver responsible for the tank called the police to report two stolen machine guns.
>
> "The tank, of 1950s vintage, belong to the Egyptian army and had been transported to Baltimore on the U.S. barge *Lash Atlantico* on its way to Teledyne Continental Motors in Muskegon, Michigan for repairs and rebuilding. The driver parked the T-54 for more than a week while he went off in search of a special permit to transport the overweight load on Maryland's roads. In the end, the police returned the guns, and the tank continued its decades-long voyage from Moscow to Muskegon." - This news article on the tank was extracted verbatim in its full text from *Time Magazine* ["A Tank in the Parking Lot"], page 23 (May 6, 1985); That article is Copyright c 1985 Time-Life, Inc. Next to this news article, there appears a photograph of the huge tank, sitting on top of a tractor-trailer's flatbed.]

If in reading that news article while leafing through *Time Magazine* we adopted the *modus operandi* of Protesters, we would then exercise our judgment and come to our conclusions based largely on the information immediately presented to us in the news article; so, with this interesting story on how the Baltimore police quickly grabbed some guns from a tank on its way to Michigan -- we would conclude that, well, it is rather obvious that the police acted properly, decisively, boldly, and exercised good judgment in returning the guns to the tank after they straightened out everything. Gee, that was pretty good work on their part -- so let's turn the page and see what else is going on in the world.

...To most folks reading that article, that was the typical reaction; here is an old tank in Baltimore going through its foibles and headaches just trying to get to Michigan -- but it is also the same caliber of judgment that a Tax Protester exercises his decisions and conclusions on, digesting largely only that slice of factual information that is immediately presented to the Protester to feed his intellectual judgments and opinions. And the Tax Protester replicates the *modus operandi* of the general public by simply accepting the factual picture that is presented to them -- by the Protester in the ensnortment tornado of a Courtroom, and by the general public in the coziness of their living room reading some news article. In both settings, no probing or deeper questions were asked, and no hypothetical WHAT IF scenarios were entertained [hmmm, *what if* maybe the judge is right?]. And so as a result, the general American state of political ensleepment continues on, accepting comforting reassurances from news articles that the police are alert, on their toes, and that all is well, and indifferent to the possibility that termites are running the house in Washington; just like the Protester continues on in argument error from one *Willful Failure to File* courtroom to a traffic ticket courtroom, indifferent to the possibility that invisible contracts govern the grievance and that he is not entitled to prevail for any reason [except for the several technical reasons protesters frequently win on, such as *Want of Jurisdiction*, the *Counsel Question*, etc., that are not related to the merits of the grievance itself].

...So let us now reread the story of the tank once again, but this time, things will be different --because this time we are going to start asking ourselves a few probing and razor sharp questions:

> 1. The first and only question that I would like to ask is: Why is a tank, manufactured in Russia, and now owned by Egypt, being freighted and transported halfway around the world -- shipped literally to the other side of the globe -- to have some mechanical work done on it; sent to a factory

> located in one of the most expensive hourly labor cost nations on Earth, sent to a factory that did not manufacture this tank; why is Egypt willing to spend the $20,000 or so to get the tank to Michigan, spend the big bucks to have the work done here, and then spend another $20,000 or so in freight to get the tank sent back to Egypt?

...That is the Question I want some answers to. Simple *common sense* is telling me that whatever mechanical and machining work that needs to be done, can be done in Egypt. Have you ever been to Alexandria or Cairo, Mr. May?

Even if you have not, you should still be ordinarily aware of the fact that Egypt has, at a minimum, *several hundred thousand* cars, trucks, and other motor vehicles on its streets, and that a very large pool of mechanical talent exists locally to repair and re-machine parts for all types of vehicles. Do people in Egypt send their Datsuns back to Japan to remachine the transmission? Does Frank May, living in New Jersey, send his *Mercedes-Benz* to Australia or South America for repairs? Even discontinued automobiles, such as *Studebakers, Pierce-Arrows*, and *Packards* are not sent to Australia for even total restoration jobs or mechanical work -- New Jersey has quite a pool of such shops right then and there. A *Mercedes-Benz* would never be sent to Australia from New Jersey, except for very special reasons, and ordinary mechanical work is not a special reason. The reason why such long voyages are not undertaken for work on heavy vehicles is because of the ridiculous freight charges incurred, and simple lack of necessity to do so by reason of very competent local situs talent. So the Question is begging: Why did Egypt send that tank to the other side of the planet -- to Michigan -- for repairs? Let us say, just for a moment, that the tank talked about was a very highly complex machine that required the maintenance attention of specially factory trained experts [which was not the case with a tank out of the 1950s -- those tanks had no more back then than an engine, a unique transmission, and firing power]; great, let's say that technical expertise was required -- but that still does not answer the question: Why was that tank sent to Michigan for repairs instead of anywhere else in the Middle East or the Mediterranean Coast -- or even Russia itself where the tank was manufactured?

...We find the *answer* to this *Question* the same way that the Protester would find the Answer to his Question: Why is this judge snorting at me?

The Protester needs to ask himself a hypothetical Question: What if I am wrong for some reason I don't know of? But Protesters never ask that Question -- his tremendous volume of Tort Law arguments and of

Case Law from another era is staggering and impressive, and the mere possibility that error might be present in the defiant position being taken, because of something invisible controlling the grievance that he is unaware of, is not even being considered. Unlike the Protester, we will now consider the possibility that factual elements governing Egypt's motive in sending that tank to the other side of the globe for repairs were not presented to us in that news article; and we will now consider the possibility that the factual picture presented to us is distorted slightly (although not necessarily intentionally by the news media's reporters who wrote the article).

...The reason why the tank was transported from one side of the planet to the other side, from Egypt to Michigan [if in fact the tank even originated in Egypt], the reason why someone was willing to spend those big bucks just to get the tank here, is because that Russian tank is on a special trip: On a one-way trip into the United States, and not for the cover story of its needing mechanical repairs. That tank will never leave the United States. When that tank is finally at its home somewhere in the United States, it will be hidden away in some barn, some warehouse, some garage, or some old industrial building converted into an *ad hoc* Russian military storage depot. This author has photographs of other Russian military hardware sitting inside American army bases; generally that hardware is stored behind fenced areas. The word sent around the base is that those Russian tanks "...were captured somewhere," when in fact they are literally brand new and are stored here very much with not only Russian consent, but with Russian supervision as well.

This tank in *Time Magazine* is waiting for a great and grand Russian Day to appear, that long awaited Russian Day of conquest, when along with the other extensive hardware that has been slowly and quietly smuggled into the United States over a 20 to 30-year time period, it will be brought forth out into the open in some variation of a *Red Dawn* attack on the United States [a provoked attack based partially on military hardware already sitting at its final destination inside the United States], to bring about the great Bolshevik objective of merging the United States with Russia. Yes, Russian intellectual element of conquest are involved here, as the quick lock down of American military installations will be justified to the world at that time as being necessary to prevent a nuclear war -- when in fact the political sponsorship of a Patriot to the Presidency would accomplish the same thing under less intensive circumstances.

The Russian strategy for North American conquest, through the slow accumulation of a handful of tanks, personnel carriers, and jeeps each week, is a brilliant strategic move that the Bolshevik Gremlins are now controlling the American House in Washington want to see occur,

even though those Gremlins in Washington are the very targets Russia is really going after. That's right, the tank described in that news article will never leave the United States -- until, at least, it has first been used offensively in military operations against the United States.

...Yes, that tank is on a one-way trip into the United States [if in fact it ever gets to Teledyne Continental]. See what happens when we accept information presented to us, and take it in under advisement, holding its acceptance out in abeyance as a point of reference, until we first ask ourselves some peripheral questions about it from several different view points? What happens when asking ourselves deeper questions than was presented to us, is that great Truths come forward to us, are appreciated by us, and our Eyes are Opened. This is a procedure that should be followed in all settings -- business, commerce, work, school, family life, everything -- and particularly in ecclesiastical settings, as we ask ourselves a sequence of the single most important Questions that could ever be asked down here:

*Who am I? What am I doing here? Where am I going?*

...The Answer is that you are literally, Mr. May, the offspring of Celestial Beings, and that a germ of Deity dwells within you -- *that is who you are*. You were brought forth into this world bristling full of Gremlins and their intrigues from the presence of your Father in Heaven -- *that is what you are doing here*. The correct procedure to return to Father's presence once again is to take seriously His advice He once gave you in the First Estate when we were all then speaking His angelic language: Enter into Covenants with me, be proven in all things, and a successively ever enlarging number of planets and offspring will be yours [remember that Contracts draw lines which enable behavior to be measured and tested against; Tort indicia places facts on continuum measuring the absence, presence, and extent of damages. I personally would not want to get involved with a God who was fixated on the mere absence of damages] -- *that is where you are going*. [return]

**[29]** "Trials [in Admiralty Jurisdiction]... take place without the intervention of a jury, and without any fixed rules of law or evidence. The rules on which offenses are to be heard and determined... are such rules and regulations as the President... shall prescribe. No previous presentment is required, nor any indictment charging the commission of a crime against the laws; but the trial must proceed on charges and specifications. The punishment will be --not what the law declares, but such as an [Admiral] may think proper..." -President Andrew Jackson in the *Congressional Globe*, 39th Congress, 1st Session, page 916 (February, 1866). [return]

**[30]** For example, when benefits have been accepted in the context of reciprocity being expected in return, then there lies a contract; and where no Consideration [benefits exchanged] is evident on the record, then the contract collapses in front of a judge (*Failure of Consideration*). To show you just how improper it is to rely on documents for anything of significance in the area of attaching liability, remember earlier, when I talked about the Taxable Franchise of Social Security, and of Justiciability, I spoke of an Affidavit [document] I filed admitting to an utterly heinous agricultural crime I had committed. But as I mentioned, the police could do nothing without any collaborating evidence obtained from out in the practical setting that a crime had in fact been committed. Yes, Nature does operate out in the practical setting, and to understand Nature is to understand the Law in all settings.

...Incidentally, when we shift from a worldly setting over to a Heavenly setting, nothing changes either. When entering into Contracts with Heavenly Father down here, it will be emphasized to you over and over again that the promissory Blessings [benefits] from On High contained within the Contract are conditional, and that the facial Contract itself that you just entered into means nothing; and that it is what you do with that Contract out in the practical setting that means everything. [return]

**[31]** At least entrance should be and is theoretically so. This is why that if, for any reason, the Supreme Court upholds the Income Tax grab on a properly document involuntary *de minimis* participant in King's Commerce (who timely waived, rejected and refused all Commercial and political benefits), then we will turn away from dealing with the King out of the barrel of a fountain pen, and start to deal with the King out of the barrel of a gun. [return]

**[32]** "Does history repeat itself? Yes. Today, the term *security* is best defined in the promises of economic kings and politicians in the form of doles, grants, and subsidies made for the purpose of perpetuating themselves in public office, and at the same time depleting the resources of the people and the treasury of the nation. The word *security* is being used as an implement of political expediency, and the end results will be the loss of freedom, and temporal and spiritual bankruptcy. [Throughout this Letter, other examples will be presented showing how the violation of Principles will always produce adverse secondary consequences, with the true seminal point of causality remaining latent, elusive, and obscured]. We have those among us who are calling for an economic king, and the voice of the king replies in promises wherein the individual is guaranteed relief from the mandate given to Adam:

'In the sweat of thy face thou eat bread.'

"Disobedience to this mandate involves the penalty of loss of free agency and individuality, and the dissolution of the resources of the individual. These economic rulers have advocated, and do practice, a vicious procedure called the *Leveling down Process* which takes from one man who has achieved and distributes to those who are not willing to put forth like effort. Taxation is the means through which this *Leveling down Process* is implemented. Taxes in the United States during the last decade have increased five hundred percent. If such increases continue, it will mean final confiscation of the property of the people.

"A clear cut example of the promises of economic kings to the people, with all of the penalties involved, stands out in the case of Great Britain. Great Britain, with fifty years of rule over the Seas of the Earth, the Sun never setting on her Empire, finds herself now in a convulsion of spiritual, political, and temporal bankruptcy. She has a king, but he is merely a symbol of her past greatness; but the people, like those of Israel, cried for a new king, an economic king, and the king has responded with the rule of dictatorship, bringing deterioration to the character of the individual, loss of ambition, freedom, individual progress through the right to work when and where he would, and regimentation. The people are forced to heed the call and feel the iron hand of the dictator. Above all, they have lost their free agency. The British people are but mere cogs in the great machine of socialism. The state is paramount; the citizen has been subdued. Their resources have been absorbed, the treasury of the government has been depleted, and had it not been for the generosity of this great republic, where a few of the fundamentals of freedom, personal initiative, and free enterprise remain, Great Britain would have been but a memory. Just as was in Israel, so would it be with Great Britain -- dissension, division, and communistic captivity.

"What does this mean to you and me? We have those among us, too, who over the years have cried for a controlled economy. We have those among us who give succor and support to such a plan, which plan of controlled economy involves the same theories and false philosophies that ruined Israel and are now destroying Great Britain. Economic kings have responded to the call of some people, promising them security against want for their votes. In the attempt to meet the desires of

these people, the treasury of this great nation is being depleted, and it covers deficit spending with promissory notes. Expansion of this disastrous policy will deprive American citizens of their God-given freedom, the right to work when and where they will, freedom of speech, freedom of the press -- and who knows but what some day the right to worship God according to the dictates of one's conscience may be taken away. It is destroying, and will continue to destroy, the very fundamentals upon which this nation and its people have found prosperity and genuine security. These are not idle words, but the counsel and the words of the Lord as they have been revealed to this nation through Prophets and the Founding Fathers of this great Republic. For one hundred and twenty years modern day Samuels have pleaded with the people to preserve the fundamentals of temporal and spiritual security by being obedient to the Gospel, through work, being thrifty and staying out of debt, and above all to conserve our resources to provide temporal security during periods of sickness, unemployment, and the days of old age. This people has been taught by the Prophets of God that to waste the bounties of Earth is a sin, and surely there is a penalty therefor. The Lord cannot bless an individual or a nation with the bounties of the Earth and have that individual or nation deliberately and wantonly waste them, without the law of retribution of want and famine being imposed.

"Economic kings have advocated the doctrine that those in distress should be provided for abundantly with no obligations on the part of the recipients, but the Lord has revealed through his Prophets a great welfare plan which does not rob individuals in distress of their freedom, personal initiative, and the right to work. In the welfare program [of the Church] the individual is the objective, and through the generosity and cooperative efforts of the membership of the Church, the individual is assured of temporal security, not as a dole or a gift, but as a bridge to cover the gap of unemployment or illness until the individual can again stand on his own feet and work out his temporal security. It is required of him that during this period of assistance from the welfare program he shall give freely of his labor, if physically fit, in the production of the things he needs, and out of it becomes one of the independent sons of the Lord, having notably received but having also given." - Joseph B. Wirthlin in *Conference Reports*, at page 134 (April, 1950). [return]

**[33]** If you have a Lease contract as a Tenant with your Landlord to occupy his premises and pay him rent, then is it correct and provident that you could withhold rent from him because one night you saw that Landlord of yours defile himself at a bar downtown by spending your money and his strength on a pair of harlots? No, it is not, and your excuses and arguments not to honor the Lease contract is foolishness and will be summarily ignored by all judges from your local justice courts clear up to the Supreme Court. What your Landlord does with his money after you give it to him through an operation of that Lease contract is his business and none of yours, and what the King does with his money once he has his hands on it is also his own business. [All Internal Income Tax Revenue collected is turned over to the Federal Reserve Board as payment on the National Debt]. The unfairness of the Landlord to demand and get high rents he doesn't really need, and then to turn around and throw the money out the window on harlots, just like the King throwing his money out the window to Poland and to looters throughout the rest of the world... this unfairness that eats and gnaws at you, is a Tort Law fairness rationalization, and has no business in a Leasehold Tenant Eviction proceeding in your local municipal court, and has no business in a *Willful Failure to File* action in a Federal District Court, as both are contract enforcement actions. Defenses and arguments made in a Contract Law judgment setting are necessarily very narrowly construed; background factual elements not contained in the contract are relevant only to the extent that they influence a clause in the contract that is presented to a court for a ruling. And absent unusual circumstances, only the content of the contract is going to be discussed in any courtroom; just like only the content of your Contracts with Father will be discussed at the Last Day and rationalizations sounding in the Tort of *Equality* like this one will be ignored:

> "Oh, yes Father -- I accepted Jesus Christ, and I was just as good as anyone else." [return]

**[34]** *Dred Scott vs. Sanford*, 60 U.S. 393 (1856). [return]

**[35]** I once told a state judge that I was demanding my minority rights. He looked at me and snorted something, and so I quoted the state statute which granted a right given to generic minorities, without any qualification of just what a *minority* was. So I brought in some statistics to prove that people with blue eyes are a demographic minority in the United States, and that therefore I was redemanding my minority rights. [Those minority statutes of rights and special hand out grants are quite flaky; they are structurally improvident, bearing no intrinsic relationship to Nature, and are, and have always been, a Special Interest Group political payoff to either buy or retain votes,

power, and money. But state statutes are not designed or intended to be conformal with Nature or manifest even a quasi-rational basis: Citizenship is like joining a Country Club, as I will explain in the next section on *citizenship*, so house rules that operate to favor some class of persons while harming others are largely viewed by the Federal Judiciary as being just part of the game (just like a Country Club's Board of Governors decision to name Tuesday as being *lady's day* on the back 18 holes; no, it isn't fair to you men when Tuesday is your only day off from work and you want to use the back 18 holes then, but the Tort of unfairness is not relevant as long as you are a *member*, because a contract is in effect).] [return]

**[36]** See generally:

- Joseph James in *the Framing of the 14th Amendment* [University of Illinois Press, Urbana (1956)];
- Phillip Paludian in *A Covenant with Death* [University of Illinois Press, Urbana (1975)];
- Thomas Cooley in *Changes in the Balance of Governmental Powers, an Address to the Law Students at Michigan University* [Douglas and Company, Ann Arbor (March, 1878)];
- Howard Graham in OUR *"Declaratory" Fourteenth Amendment*, 7 Stanford Law Review, at 3 (September, 1954). [return]

**[37]** Abraham Lincoln was also dragged into this *Dred Scott* controversy; on June 26, 1857, Abraham Lincoln found himself divided on the *Dred Scott case* -- it was one of those difficult factual settings where no matter what was said or done, you could only be viewed as being wrong. He suggested on that day in Springville, Illinois that the rulings of the United States Court do not create binding obligations on the two political branches of Government. This was a risky philosophical position for Lincoln to take; *Dred Scott* effectively repudiated the Principles upon which Lincoln's new *Republican Party* rested; and Lincoln exposed himself to the charge of "attempting to bring the Supreme Court into disrepute among the people" [the charge was thrown at Lincoln by Steven A. Douglas in the course of his Fifth Debate with Abraham Lincoln on October 7, 1857]. See Gary Jacobson in *Abraham Lincoln on this Question of Judicial Authority: the Theory of a Constitutional Aspiration* in 36 Western Political Quarterly, at 52 (March, 1983). [return]

**[38]** Remember that pursuant to the *Merger Doctrine*, contracts we enter into today overrule contracts we entered into yesterday, since it is out of harmony with Nature that contracts cannot be altered, modified, or otherwise rescinded in the future by the consent of the Parties. This is why Constitutional Amendments can overrule whatever was

written into the original Constitution of 1787 at an earlier time. [return]

**[39]** The Panama Canal Treaty ratification bill in the Senate in 1978, being sponsored by very powerful Rockefeller Cartel interests like it was, with people *in the know* knowing that it would most likely pass the Senate, quickly became loaded down with several hundred amendments that wouldn't pass by themselves. This legislative device is sometimes called *piggy-backing*. See *The Proposed Panama Canal Treaties -- a Digest of Information*, Subcommittee on the Separation of Powers, Committee on the Judiciary, United States Senate, 95th Congress, 2nd Session (February, 1978); and *Panama Canal Treaties (Disposition of United States Territory*), in Parts 1,2,3,4 of Hearings before the Subcommittee on the Separation of Powers, Committee on the Judiciary, United States Senate, 95th Congress, 1st Session (July, 1977). [return]

**[40]** Yes, the 14th Amendment, announced by its sponsors to have the high, noble, and righteous goal of reversing that bad, wicked, terrible, heinous and utterly evil *Dred Scott* Case, of overturning those racist Supreme Court Justices, and giving those poor exploited and downtrodden Blacks their political rights, actually has a silent correlative sinister profile to it that now damages everyone, including Blacks. In 1978, every single member of the United States Senate knew that Rockefeller Cartel Gremlins were behind the Panama Canal Treaties, and knowing that, a pathetic majority went right ahead and voted for it anyway; just the political inveiglement surrounding the real objectives of the 14th Amendment was also known at the time it was being considered for Senate approval...

> "It is their deliberate purpose, tomorrow or next week, or a month hence, or as soon as they can, to make the Federal Constitution a different instrument from what it is now, and then, under somewhat latitudinarian expressions contained in this proposed fourteenth article of amendment to the Constitution... any kind of law the majority party here desire be... enacted into law." - Congressman Michael Kerr of Indiana, in the *Congressional Globe*, 40th Congress, 2nd Session, page 1973 (March, 1868). [return]

**[41]** See *Dyett vs. Turner*, 439 Pacific 266 (1968), and the numerous other cites therein; that State Tribunal later backed down and reversed itself by one vote. [return]

**[42]** See *Coleman vs. Miller*, 307 U.S. 433 (1939). [return]

**[43]** Felix Frankfurter once remarked that the 14th Amendment was the

largest source of the Supreme Court's business. [See Felix Frankfurter in *John Marshall and the Judicial Function*, 69 Harvard Law Review 217, at 229 (1955).] [return]

**[44]** In his book entitled *The Ratification of the 14th Amendment* by Joseph James [Mercer University Press (1984)], the author names his 20 chapters after marine and maritime events, almost as if Mr. James is quietly warning his readers allegorically as a veiled presentation of what the 14th Amendment is really all about. The names range from *The Launching* and *Setting Sail to Troubled Southern Waters, Dangerous Passage,* and *Making for Port*. [return]

**[45]** After the Civil War, popular opinion in the Southern United States was running against the adoption of the 14th Amendment, on the grounds that the 14th Amendment would consolidate all power into Washington (which is exactly what happened, and which is exactly what some Gremlins wanted). See the *Cincinnati Commercial* for April 21, 1866, quoting the *Memphis Argus* and the *Charleston Courier* for April 2, 1866. The *Charleston Courier* had made the prophetic statement that the State Judiciaries would be made subservient to Federal authority, and that the 14th Amendment would be conferring upon Congress "powers unknown to the original law of the country"; which is exactly what has happened. Yet, in reading the 14th Amendment, no where are State Judiciaries even mentioned. See generally *Does the Fourteenth Amendment Incorporate the Bill of Rights? The Original Understanding* by Charles Friedman, 2 Sanford Law Review at 5 (December, 1949). [return]

**[46]** 258 U.S. 126 (1922). [return]

**[47]** 307 U.S. 433 (1939). [return]

**[48]** "...the question of the efficacy of ratifications by State legislatures, in the light of previous rejection or attempted withdrawal, should be regarded as a political question pertaining to the political departments, with the ultimate authority in the Congress in the exercise of its control over the promulgation of the adoption of the amendment." - *Coleman vs. Miller*, 307 U.S. 433, at 450 (1938). [return]

**[49]** "...it is apparent that the framers of the Constitution contemplated that instrument as a rule for the government of courts, as well as that of the legislature. Why otherwise does it direct the judges to take an oath to support it?" - *Marbury vs. Madison*, 5 U.S. 137 (1803). [return]

**[50]** Twenty one years after *Marbury vs. Madison*, Chief Justice

Marshall backed off slightly by making the following comment, which is astonishing by contrast:

> "Judicial power, as contradistinguished from the power of the laws, has no existence. Courts are the mere instruments of law, and can will nothing. When they are said to exercise a discretion, it is a mere legal discretion, a discretion to be exercised in discerning the course prescribed by law; and, when that is discerned, it is the duty of the Court to follow it." - *Osborne vs. Bank of United States*, 22 U.S. 738 (1824).

Although the Judiciary is given its own perpetual existence in Article III, in a sense Justice Marshall is correct, since it is the Legislature that ultimately holds the upper hand. The Legislature could, if it wanted to, repeal Article III altogether and shut down the Judiciary *in toto*, and appoint, perhaps, Committees of Congress to act in the capacity of what was once the Judiciary by individually considering Cases that come before them. [return]

**[51]** "...the Framers did not see the courts as the exclusive custodians of the Constitution. Indeed, because the document posits so few conclusions it leaves to the more political branches the matter of adapting and vivifying its principles in each generation... The power to declare acts of Congress and the laws of the state null and void... should not be used when the Constitution does not [explicitly allow it]." - Attorney General Edwin Meese before the D.C. Chapter of the Federalist Society Lawyers Division, November 15, 1985, Washington, D.C. [return]

**[52]** *A fortiori* means "with the greater force," as one conclusion is compared with another. [return]

**[53]** A minority collection of four Supreme Court Justices once stated that:

> "[Article IV of the Constitution]... grants power over the amending of the Constitution to Congress alone. Undivided control of that process has been given by the Article exclusively and completely to Congress. The process itself is called "political" in its entirety, from submission until an amendment becomes part of the Constitution, and not subject to judicial guidance, control, or interference at any point." - *Coleman vs. Miller*, 307 U.S. 433, at 459 [Concurring Opinion] (1938). [return]

**[54]** "...the glory and ornament of our system which distinguishes it from every other government on the face of the earth is that there is

a great and mighty [judicial] power hovering over the Constitution of the land to which has been delegated the awful responsibility of restraining all the coordinate departments of the Government within the walls of the great fabric which our fathers [built] for our protection and our immunity forever." - Chief Justice Edward White, in a speech shortly before he ascended into the corridors of judicial power; 23 *Congressional Record*, 6515 (1892). [return]

**[55]** "In a society under the forms of which the stronger faction can readily unite and oppress the weaker, anarchy may as truly be said to reign as in a state of nature, where the weaker individual is not as secured against the violence of the stronger..." - Alexander Hamilton, *The Federalist Papers*, Number 51. [return]

**[56]** "A majority taken collectively may be regarded as being whose opinions, and frequently whose interests, are opposed to those of another being, which is styled a minority. If it be admitted that a man, possessing absolute power, may misuse that power by wronging his adversaries, why should a majority not be held liable to the same reproach? Men are not apt to change their characters by agglomeration; nor does their patience in the presence of obstacles increase with the consciousness of their strength." - Alexis de Tocqueville, 1 *Democracy in America*, at 249 [Arlington House (1965)]. [return]

**[57]** "Tyranny is not the only problem. Majorities do not necessarily have enough knowledge, insight, or expertise to assure wisest action... issues require expertise and understanding far beyond that which is possessed by the majority... The collective wisdom is not likely to be less fallible." -Bernard Siegan in *Economic Liberties and the Constitution*, at 273 [University of Chicago Press, Chicago (1980)]. [return]

**[58]** "When I see that the right and means of absolute command are conferred on a people or upon a king, upon an aristocracy or a democracy, a monarchy or republic, I recognize the germ of tyranny, and I journey onwards to a land of more helpful institutions." - Alexis de Tocqueville, 1 *Democracy in America*, at 250 [Arlington House (1965)]. [return]

**[59]** *The Federalist* Number 9 goes into this in greater detail. Not very well known is the fact that the dual shared contours of Federal/State legislative jurisdiction are sometimes in a state of tension, which frictional relationship has existed right from the start of the Union. While the Continental Congress was once meeting in Philadelphia on June 20, 1783, soldiers from Lancaster, Pennsylvania arrived in Philadelphia "...to obtain a settlement of accounts, which they supposed they had a better chance [to collect] at Philadelphia

than at Lancaster." On the next day, June 21st:

> "The mutinous soldiers presented themselves, drawn up in the streets before the State House, where Congress had assembled. The executive council of the State, sitting under the same roof, was called upon for the proper interposition [to get rid of the soldiers]. President Dickerson came in [to the Hall of Congress], and explained the difficulty, under actual circumstances, of bringing out the [State] militia of the place for the suppression of the mutiny. He thought that, without some outrages on persons or property, the militia could not be relied on [to get rid of the mutineers]. General St. Clair, then in Philadelphia, was sent for, and desired to use his interposition, in order to prevail on the troops to return to the barracks. His report gave no encouragement...
>
> "In the meantime, the soldiers remained in their position, without offering any violence, individuals only, occasionally uttering offensive words, and wantonly pointing their muskets to the windows of the Hall of Congress. No danger from premeditated violence was apprehended, but it was observed that spirituous drink, from the tippling-houses adjoining, began to be liberally served out to the soldiers, and might lead to hasty excesses. None were committed, however, and about three o'clock, the usual hour, Congress adjourned; the soldiers, though in some instances offering a mock obstruction, permitting the members to pass through their ranks. They soon afterwards retired themselves to the barracks. ...
>
> "The [subsequent] conference with the executive [of Pennsylvania] producing nothing but a repetition of doubts concerning the disposition of the militia to act unless outrage were offered to persons or property. It was even doubted whether a repetition of the insult to Congress would be sufficient provocation. During the deliberations of the executive, and the suspense of the committee, reports from the barracks were in constant vibration. At one moment, the mutineers were penitent and preparing submissions; the next, they were meditating more violent measures. Sometimes, the bank was their object; then the seizure of the members of Congress, with whom they imagined an indemnity for their offense might be stipulated." - Elliot, 5 *Madison Papers Containing Debates on the Confederation and Constitution*, at pages 92 et seq. [Washington, D.C. (1845)].

The harassment by the soldiers which had begun on June 20 continued

across four days until June 24, 1783. On this date, the members of Congress now abandoned any hope that the State of Pennsylvania might disperse the soldiers, so the Congress removed itself from Philadelphia. General George Washington had learned of the uprising only on the same date at his headquarters at Newburgh, and reacting promptly, he dispatched a large contingent of his whole force to suppress this "infamous and outrageous Mutiny"; see 27 *Writings of Washington*, at page 32 [George Washington Bicentennial Commission, GPO (1938)]. But the news of his intended response arrived too late, as the Congress had by now packed their bags and left for Princeton, and traveled thereafter to Trenton, Annapolis, and New York City. There was not any repetition of the circumstances preceding the decision by Congress to leave Philadelphia, however, this incident was never forgotten by the Congress. A few months later on October 7, 1783, the Congress while meeting in Princeton adopted the following Resolution:

> "That building for the use of Congress be erected on or near the banks of the Delaware, provided a suitable district can be procured on or near the banks of said river, for a federal town; and that the right of soil, and an exclusive or such other jurisdiction as Congress may direct, shall be vested in the United States." - 8 *Journals of Congress*, at 295.

Those mutineers contributed strongly to the feeling in Congress that the United States needed its own geographical district, exercising its own exclusive jurisdiction over it, and so when it acquired the District of Columbia, the Congress made sure that there were no lingering vestiges of State Sovereignty left to surface again under possibly unpleasant circumstances. George Mason of Virginia expressed his sentiments in July of 1878 that the new seat of the Federal Government, where ever that may eventually be, not be `in the city or place at which the seat of any State Government might be fixed,' because the establishment of the seat of Government in a State Capital would tend `to produce disputes concerning jurisdiction' and because the commingling of the two jurisdictions would tend to give `a provincial tincture' to the important national deliberations [see Jonathan Elliot, Editor, in 5 *Madison Papers Concerning Debates on the Confederation and Constitution*, at page 374].

Down to the present day, just what legislative jurisdiction the Congress does have in criminal matters is disputed; no doubt it can very much exercise criminal jurisdiction over all crimes so listed in the Constitution, and for all crimes that take place on land owned by the King. But where a crime has taken place in a building on leased land not owned by the King, the Congress probably does not have criminal jurisdiction, and must yield to the States for the administration of a spanking [but the criminal Defendant has to demand

it; jurisdiction originates out of the barrel of a gun, and the King is not about to be a nice guy and just simply turn around and walk away from exercising recourse against an exhibition of defiance in his leased office spaces he provides to his termites]. Necessarily so when twin separate and distinct Juristic Institutions are making assertions of jurisdiction over the same geographical districts, tensions and frictions surface as the jurisdiction of one is slightly limited, and the jurisdiction of the other is specifically limited, and one is reaching outside of its appropriate contours. In 1954 an extensive study of the area of Federal-State jurisdiction was studied by an Inter-Departmental Committee under the supervision of imp Herbert Brownell, United States Attorney General. Discussing in detail the legal relationship of the States to Federal Enclaves, the acquisition of legislative jurisdiction (by consent, by the Constitution, or on Federal Lands), Criminal Jurisdiction, and operations of State and Federal Jurisdiction over Residents without and within Federal Enclaves and other Federal Lands, the report gives a good profiling glimpse into the limited nature of Federal legislative jurisdiction. See *Report on the Interdepartmental Committee for the Study of Jurisdiction over Federal Areas Within the States* [GPO, Washington (April and June, 1956)]. [return]

**[60]** Remember the operation of the twin combination of the *Specificity Doctrine* and the *Laches Doctrine* as they blend together in a confluence to form the wider *Merger Doctrine*: That the most recently executed contract addendum applies first (the first being *merged* with the last), and the most *specific* contract wording also applies first (the most general being *merged* into the most specific). [return]

**[61]** In other words, plead that the implied appearance of Admiralty and Equity in the *after Ten* Amendments does not operate with derogation on your rights, by virtue of your previous successful decontamination away from that King's Equity Jurisdiction due to the absence of any *quid pro quo* equivalence proprietary to Admiralty having been accepted. [return]

**[62]** *William Truax vs. Mike Raich*, 239 U.S. 33, at 40 (1915). [return]

**[63]** The proposal appears in *Hearings Before the Special Subcommittee on the Study of Presidential Inability of the House Committee on the Judiciary*, 85th Congress, First Session, Serial No. 3, at pages 7 and 8 (1957). For a good intellectual flavoring of Gremlin Herbert Brownell, see his views on that utterly obnoxious Fourth Amendment in *The Public Security and Wire Tapping* [39 Cornell Law Quarterly 195 (1954)]. When Herbert Brownell was nominated to be the Attorney General of the United States by Nelson Rockefeller, he was unaware of the fact that the Office of Patents was under the Attorney General's

Office [See *Herbert Brownell, Jr. Attorney General Designate* in "Hearings Before the Committee on the Judiciary of the United States Senate," 83rd Congress, First Session (GPO 1953)]. Herbert Brownell was on a mission for the Four Rockefeller Brothers, so pesky little details like administrative competence are unimportant. The next time you are in Washington, Mr. May, stop by the *Willard Hotel* on Pennsylvania Avenue on the east side of the White House; in the *Willard* is a restaurant called *the Occidental*. Hanging on the wall next to the coat room is a photograph of little Gremlin Herbert Brownell; there is a radiant mystique about that photograph that is different... as if there was a Gremlin sparkle in his eyes... as if he was on the threshold of pulling off something grand... something big... something important. [return]

**[64]** Dallas was one of three cities where planning for the murder was considered. [return]

**[65]** *Senate Joint Resolution* 139, 88th Congress, Second Session (1964). [return]

**[66]** Senator Birch Bayh held the Chair of the Senate SubCommittee on Constitutional Amendments. See a Report authored by Birch Bayh entitled *Presidential Inability and Vacancy in the Office of the Vice-President*, Senate Report Number 1382, 88th Congress, Second Session (1964); this report includes many private views on the *absolute dire emergency need* for the 25th Amendment; views expressed by Nelson Rockefeller's nominees. [return]

**[67]** Occasionally, headaches surfaced during the *Rockefeller Ratification Operation* which Herbert Brownell coordinated. For example, in 1965 a law review article appeared which caused the Speaker of the Legislature of Arkansas to adjourn indefinitely his State's ratification vote on the proposed 25th Amendment. The article, entitled *Vice-Presidential Succession: a Criticism of the Bayh-cellar Plan* in 17 South Carolina Law Review 315 (1965) correctly noted that there was no big urgency for any new Constitutional machinery to fill a Vice-Presidential vacancy [but there very much was a big urgency on Nelson Rockefeller's part]. Herbert Brownell quickly got the situation under control, with the end result being that the State of Arkansas ratified the 25th Amendment on November 11, 1965 [see *The Twenty-fifth Amendment* by John Feerick ["Ratification"], at page 111 [Fordham University Press, New York (1976)]. [return]

**[68]** Nelson's water boys have spoken very highly of the 25th Amendment:

> "As this Nation celebrates the two-hundredth anniversary of

> its birth, we should take special note of one unique feature of our great constitutional experiment. Unlike almost any other Western democracy, the United States has never been faced with a serious crisis in the line of succession to the office of its chief executive and head of state. Our ability to avoid such a crisis throughout much of our earlier history was, perhaps, largely a matter of luck. Fortunately, we have never had to confront the prospect of a double vacancy in the offices of both President and Vice-President. Thus, one of two individuals specifically designated by the voters as President and next-in-line served in the office at all times." - Senator Birch Bayh in the Forward to *The Twenty-Fifth Amendment* by John Feerick [Fordham University Press, New York (1976)].

Notice the selection of words that imp Birch Bayh uses: *experiment, democracy* and *luck*. Down to the present day in 1985, had Nelson Rockefeller not used his recurring accessory instruments of murder and kidnappings to help him accomplish his political objectives, the "serious crisis" of dual vacancies his water boy Birch Bayh refers to would never have occurred in the first place; as fundamental Gremlin *modus operandi* always calls for having just the right medicine to remedy ailments they themselves create. [return]

**[69]** At a strategy meeting held in 1973 in Nelson's Washington offices at 2500 Foxhall Road, Nelson reiterated that he wanted Spiro to go first, before the final siege was laid on Richard Nixon. [return]

**[70]** Staying on top of an impending Presidential grab that was in the air, Senator Birch Bayh's SubCommittee issued on an informal Report on the history of the 25th Amendment Entitled *Review of the History of the 25th Amendment*, 93rd Congress, First Session, Senate Document #93-42 "Report of the SubCommittee on Constitutional Amendments to the Committee on the Judiciary" [GPO, October, 1973]. [return]

**[71]** Subpoenas were issued by the IRS to try and find something to get the goods on him. See the *New York Times* ["Tax Agents Compile Data on Net Worth of Agnew"], page 1 (October 7, 1973). [return]

**[72]** Susan Agnew received kidnapping threats against her while traveling in Brazil [see the *New York Times* ["Agnew's Daughter Quits Brazil After Report of Threat"], page 22 (August 30, 1973]. In that same article, reassurances were quickly presented that there was nothing to be concerned about, as those impressive Brazilian Federal Police, who must know everything, were quoted as denying the threat existed:

> "There was never any threat against her physical security, including kidnapping..." - *New York Times*, id., at page 22.

The following day, Brazilian Army Intelligence sources were quoted as saying that they were familiar with the threats, and spoke knowledgeably about the terrorist group who had been making kidnapping preparations [see the *New York Times*["Miss Agnew Did Get Threat, Aide Says"], page 6 (August 30, 1973)]. With those threats in mind, Spiro Agnew brought Susan home to the United States quickly. Whether or not Susan Agnew was eventually kidnapped here in the United States as an inducement to her father to resign and get out of Washington is an unknown event Nelson Rockefeller would have more than loved to have pulled off. For all of the people Nelson and David Rockefeller have murdered, killed, mangled, distorted, mutilated, and tortured -- a playful little political kidnapping is the least that Nelson would have concerned himself with. The day Spiro resigned the Vice-Presidency, Susan Agnew was reported being at home in the Agnew residence [see the *New York Times* ["Shades Drawn at the Agnew's $190,000 Suburban Maryland Home"], page 33 (October 11, 1973)]. As is usual, the *New York Times* is playing cutesy by directing attention to economic values on irrelevant matters -- it was just as important for me to know the resale value of their home as it is for me to need know what color the Agnew's mailbox is. Gremlin journalists. [return]

**[73]** See "Rockefeller Said To Be Available" in the *New York Times*, page 33, October 11, 1973]. [return]

**[74]** A Gremlin once scratched the following ideas into his personal diary:

> "For him alone, winter seems to have arrived. He is being secretly undermined and is already completely isolated. He is anxiously looking for collaborators. Our mice are busily at work, gnawing through the last supports of his position."

Those words could have been written about the final days of Richard Nixon, but they were not; they were written by Paul Joseph Goebbels, Hitler's propaganda chief, during another Rockefeller grab for power from another era, 12 days before Chancellor Brunning was forced to resign on May 30, 1932. Franz von Papen was appointed to replace Brunning, and President von Hindenberg appointed Hitler to replace Papen on January 30, 1933. What Hitler did was to take advantage of a key weakness in the Weimar Republic Constitution that allowed for appointed executives, which created an open window for Gremlins to slip into office though, without the irritation and nuisance of an infeasible election. Young Nelson Rockefeller had recommended Hitler to his dad, John Rockefeller, Jr. in 1930 as an ideal man to be used

for their purposes; Nelson had studied Hitler very closely and admired many of Hitler's traits, and so when Hitler had finally succeeded in acquiring his power and kingdom without the nuisance of an election, Nelson quietly vowed to himself that he, too, would someday have his own appointment Amendment in the United States. [return]

**[75]** After Nelson had grabbed the Vice-Presidency, many people in Washington finally *opened their eyes* and realized that it was the Presidency all along that Nelson had wanted; and so a proposal was introduced into the United States Senate to modify Section 2 of the 25th Amendment [now that the real intent was visible]. This proposal would have changed Section 2 so that when an unelected Vice-President comes into the Presidency by way of appointment, and if there is more than one year remaining in the Presidential term, then a special national election would have to be held for the President and Vice-President to go through -- thus negating the *Presidential Office by Appointment* grab the 25th Amendment was designed to create. See *Examination of the First Implementation of Section Two of the 25th Amendment*, in Hearings before the 94th Congress, First Session (discussing Senate Joint Resolution 26); [GPO, 1975]. Unfortunately, Senator Birch Bayh still held the Chair of the SubCommittee on Constitutional Amendments, so the proposal died a quiet sandbagging. [return]

**[76]** For a while, a vindictive Richard Nixon spoke to Gerald Ford almost daily on the telephone, encouraging Ford not to resign. [return]

**[77]** In a sense, Richard Nixon was smart by appointing Gerald Ford President instead of Nelson Rockefeller to replace Spiro Agnew: Because having Nelson Rockefeller behind you as Vice-President is a good way to get yourself killed. Incidentally, Richard Nixon is quite familiar with the plans by the Rockefeller Brothers arranging to have Jack Kennedy murdered in Dallas; trying to keep the lid on that *Bay of Pigs* that was talked about constantly in the Watergate Tapes was the Kennedy Assassination. H.R. Haldeman discusses how the *Bay of Pigs* was the Kennedy Assassination; see *The Ends of Power* by H.R. Haldeman, at page 38 et seq. [New York Times Books, New York (1978)]. Many folks are a bit defensive about poor Richard Nixon, the way he was hounded out of office by all those barking dogs in the news media and all that... But how much sympathy should you give to a President who spent a considerable amount of time, while in Office, sequestering the conspiracy to murder a previous President -- a conspiracy that would expose not only his own sponsors, but himself as well? I would like to hear someone try and stick up for Richard Nixon with that in mind. Those who studied Richard Nixon in those days were puzzled in relating

to his extreme motives in so tightly controlling every single little thing in the cover-up process, up and down the line. Numerous commentators stated that some political dirty trick does not justify such protracted and intense cover-up supervision; nor does it justify E. Howard Hunt's demand for $2 million in bribe money to keep quiet about the *Bay of Pigs*. That is correct, some burglary that was already publicly out in the open does not justify all that: But the murder of an American President does. Yes, Richard Nixon's mind was fixated on his own involvement in a murder, not someone else's burglary. [return]

**[78]** The direct election of United States Senators by the 17th Amendment is a political enigma; here the States gave up an important source of power in the Congress for no reciprocating beneficial reason -- but Gremlins had a reason -- more direct control of the Congress, and bringing the United States down one more step lower to a degenerate Democracy status where Majoritarianism rules. And for similar reasons, in 1953, the Congress was again tempted by Gremlins --trying to rid the United States of the Electoral College, and structure a direct Presidential popular vote (*a la* democracies) when then allows for tighter Gremlin control [see *Abolition of Electoral College -- .Direct Election of President and Vice-president* in "Hearings Before a SubCommittee of the Committee on the Judiciary of the United States Senate," 83rd Congress, First Session, discussing Senate Joint Resolutions 17, 19, 55, 84, 85, 95, 100 (June, July, August, 1953)]. Rockefeller Cartel nominee Senator Estes Kefauver urged the dismantling of the Electoral College [id., at page 14].

Even seemingly politically disinterested people have offered their two bits in support of abolishing the *Electoral College*:

> "...I have come before you today with one simple statement. This Republic could find itself in grave danger because of a fatal weakness in the process by which it elects our President." -Author James Michener in a Congressional Hearing *Direct Popular Election of the President and Vice-president of the United States*, SubCommittee on the Constitution, Committee on the Judiciary, United States Senate, 96th Congress, First Session, Senate Joint Resolution 28 (March, April, 1979).

James Michener cited some research he did into the Presidential elections of 1872 and 1968 as justification for his over-dramatization of the effects of retaining the *Electoral College* as he declared that the collapse of the Federal Government was a certainty --but never in this Hearing did author James Michener ever cite the Founding Fathers or explain why they incorporated such a juristic device in the first place. Like the *modus operandi* of Gremlins on a mission, to James

Michener the past is irrelevant.

Socialists have gotten into the attack on the *Electoral College*; see Aaron Wildavsky in *The Plebiscitary Presidency: Direct Election as Class Legislation* in 2 Commentaries (Winter, 1979). For a glimpse into what one of the Founders had to say about the *Electoral College*, see Donald Dewey in *Madison's Views on Electoral Reform* in Western Political Science Quarterly, at page 140 (March, 1962). [return]

**[79]** There was also internal Cartel division now working against Nelson's final power play in December of 1976, as numerous associates of Nelson issued advisories discouraging him from using this Presidential acquisition device; some of Nelson's strongest former supporters in the Cartel now no longer trusted Nelson's judgment explicitly like they had done so in the past, after the Four Brothers seriously bungled their handling of a Russian double cross in the Summer of 1976. [return]

**[80]** Henry Kissinger's murder of Nelson Rockefeller, a friend since 1955, through a college educated hit man in his 50's, was a power play that Henry thought he would succeed at; a grand power play Henry reasoned that the success of which would be probable, since surviving Rockefeller Family members should likely expect to have Henry fill the vacuum of power that would follow in Nelson's absence -- at least, that was the reasoning Henry was operating under. But Henry was also operating under the attractive primary inducement of Rothschild prompting, intelligence guidance, and background support in this murder -- people *seemingly* above double cross. But Henry ran out of time before he succeeded in consolidating his gains -- the promised Rothschild post-murder background support never materialized when Henry needed it most on that Monday evening, February 5, 1979. [return]

**[81]** The phrase *well-oiled* means that plans generally go on smoothly to completion without too much friction or distractions; the players possessing the magic of a *Midas Touch*. [return]

**[82]** Like a large volume of American historians, these 25th Amendment commentators do not write factually accurate information, as the mere omission of the dominate roles played by Nelson Rockefeller and his associates in the sponsorship of the 25th Amendment -- such a factual deficiency, *ipso facto*, nullifies the veracity of the remaining limited information that is presented. See:

- Arthur M. Schlesinger, Jr., *On the Presidential Succession*, 89 Political Science Quarterly 475 (Fall, 1974);
- John D. Freerick, *The Proposed 25th Amendment to the Constitution*,

Fordham Law Review (December, 1965);

- John D. Freerick, *The Vice-presidency and the Problems of Presidential Succession and Inability*, 32 Fordham Law Review 457 (1964). [return]

**[83]** The way to pierce through all distraction arguments and get to the very bottom of Gremlin intrigue is not to search the present record for Gremlin sponsorship, which is often invisible at first, but rather to search the past record for similar acts that Gremlins sponsored, because time has a way of unravelling details that were once secret. The reason why examining the past as a strong testing methodology for determining Gremlin participation in the present setting is because Gremlins find it unnecessary to change, alter, amend, or modify their *modus operandi* from one successful conquest to the next, as they go about their work trying to run one civilization into the ground after another. And so as we turn around and examine the past, we very much find Gremlin intrigue in Russia starting in the pre-Revolutionary days of 1914, as the Gremlins were highly active in "liberating" or "emancipating" downtrodden women. For 743 documentary pages of political intrigue carried on by Gremlins in Russia working to "liberate" women from the clutches of some fictional and non-existent adversary, see the doctorate dissertation of Robert Drumm entitled *The Bolshevik Party and the Organization and Emancipation of Working Women, 1914 to 1921; Or a History of the Petrograd Experiment* [Columbia University (1977)] (Order Thesis Number 77-24,326 from University Microfilms in Ann Arbor, Michigan). [return]

**[84]** It is in the nature of people that once they have made a decision about something, folks often rearrange their logic to justify the end conclusion, ignoring divergent peripheral factual elements that make their unwanted appearance at random occurrences; just like folks will also enhance in their minds the worth of something they believe that either they or someone else has paid a price for, while ignoring conflicting factual items that would derogate the worth. See Leon Festinger in *A Theory of Cognitive Dissonance* [Row, Peterson Publishers, Evanston, Illinois (1957)] and Hal Arkes and John Garske in *Psychological Theories of Motivation* [Brooks/Cole Publishing, Monterey, California (1982)].

...Both behavioral operants are unfavorable intellectual habits that should not be allowed a domiciliary presence in our minds; it is difficult enough to acquire an enlarged basis of factual knowledge to exercise judgment on, and so tossing aside uncomfortable factual irritants is improvident. [return]

**[85]** Up until 1971, there had been some form of an equal feminine

rights amendment introduced into each Congress since 1923. After the ERA lost its ratification journey through the states the first time around, the Congress held new Hearings on the amendment to reexamine the likely impact of the ERA on the United States. For 1,900 pages of discussions on the contemplated impact, see *Hearings Before the Subcommittee on the Constitution of the Committee on the Judiciary of the United States Senate*, 98th Congress, First and Second Sessions (from May, 1983 to May, 1984). For all of the 1,900 pages of distraction arguments presented to the Congress, none of the discussions focused in on Gremlin maneuverings with women's rights movements in other political jurisdictions around the world that have already gone to the dogs. [return]

**[86]** "From the fact that people are very different it follows that, if we treat them equally, the result must be inequality in their actual position, and that the only want to place them in an equal position would be to treat them differently. Equality before the law and material equality are therefore not only different but are in conflict with each other; and we can achieve either the one or the other, but not both at the same time." -F.A. Hayek in *The Constitution of Liberty*, as quoted by Joan Kennedy Taylor in 7 Libertarian Review 30, at 33 (December, 1978).

Author F.A. Hayek belongs to the Austrian School of Economics, which propagates reasoning in favor of pure *laissez-faire.* [return]

**[87]** Even the organic flourishment of dynastic families is contoured around the Law, a statement that I am sure would be shocking to Nelson and David Rockefeller. See *Law in the Development of Dynastic Families among American Business Elites: The Domestication of Capital and the Capitalization of Family*, by George Marcus, 14 Law and Society Review 859 (1980). [return]

**[88]** "The two sexes differ in structure of body, in the functions to be performed by each, in the amount of physical strength, in the capacity for long-continued labor, particularly when done standing, the influence vigorous health upon the future well-being of the race, the self-reliance which enables one to assert full rights, and in the capacity to maintain the struggle for subsistence. This difference justifies a difference in legislation and upholds that which is designed to compensate for some of the burdens which rest upon her." - *Muller vs. Oregon*, 208 U.S. 412, at 422 (1907). [return]

**[89]** "...history discloses the fact that women have always been dependent upon man. He established his control at the outset by superior physical strength, and this control in various forms, with diminishing intensity, has continued to the present. As minors, though

not to the same extent, she has been looked upon in the courts as needing special care that her rights may be preserved... Though limitations upon personal and contractual rights may be removed by legislation, there is that in her disposition and habits of life which will operate against a full assertion of those rights... Differentiated by these matters from the other sex, she is properly placed in a class by herself, and legislation designed for her protection may be sustained, even when like legislation is not necessarily for men, and could not be sustained." - *Muller vs. Oregon*, 208 U.S. 412, at 421 (1907). [return]

**[90]** "A doctrinaire equality, then, is the theme of the [Equal Rights] Amendment. And so women must be admitted to West Point on a parity with men; women must be conscripted for military service equally with men... girls must be eligible for the same athletic teams as boys in the public schools and state universities; Boston Boys' Latin School and Girls' Latin School must merge (not simply be brought into parity); life insurance commissioners may not continue to approve lower life insurance premiums for women (based on greater life expectancy) -- all by command of the Federal Constitution." - Paul Freund of Harvard University in *Hearings Before Subcommittee #4 of the Committee on the Judiciary of the House of Representatives*, page 611, 92nd Congress, First Session [Discussing House Joint Resolutions 35 and 208 "The ERA"] (March and April, 1971). [return]

**[91]** One classic example can be found in footnote 6 to *New Motor Vehicle Board vs. Orrin Fox*, which gives history to the California Automobile Franchise Act. In that Case, the Supreme Court reviewed a grab of the use of the police powers of the State of California -- by automobile dealers of all people -- to create a shared Commercial enrichment monopoly for themselves to feast on, through the use of penal statutes. We are told that:

> "Disparity in bargaining power between automobile manufacturers and their dealers prompted some 25 states to enact legislation to protect retail car dealers from perceived abusive and oppressive acts by the manufacturers... Among its other safeguards, the Act protects the equities of existing dealers by prohibiting manufacturers from adding dealerships to the market areas of its existing franchisees where the effect such intrabrand competition would be injurious to the existing franchisees and to the public interest." - *New Motor Board vs. Orrin Fox*, 439 U.S. 96, at 101 (1978).

Yes, if you would believe those poor little downtrodden California car dealers, why those evil and utterly heinous manufacturing vultures are

just trampling all other their rights; whereas talking about vultures -- those car dealers should be the *very last ones* to talk. Appropriate medicine for the automobile dealers would be to pull their thumbs out of their mouths, get rid of their corporate diapers, and have them start taking some responsibility for the contracts they enter into, and stop thinking in their typical enscrewment terms of how everything has always *gotta be their way* (in a business sense, that is great if they can get away with it). When negotiating with a car manufacturer refusing to give them an exclusive geographically assigned marketing district, then the car dealer should go negotiate with some other manufacturer; but car dealers want the Franchise itself much more than they want something derivative like protected marketing districts (which is only of secondary importance); so as usual, car dealers seek to excuse their own weakness and mistakes by calling on the guns and cages of the State to pick up their loose ends and throw Torts at car manufacturers [and denying manufacturers the ability to offer their Franchises with two prices: One with a protected district and one without -- is a Tort against the manufacturer]. If assigned and protected geographical districts were really all that important, prospective car dealers faced with such unfeasible proposed contract terms could simply turn around and go negotiate with some other manufacturer, even foreign manufacturers; thus leaving the uncompromising manufacturers with the decision to either assign exclusive districts, or in the alternative, face the consequences of not signing up any dealers. Who else is being damaged by politically restricting the geographical placement of car dealers? The car buying public is -- as a reduction in the number of automobile dealers can do absolutely nothing but constrict retail competition and raise prices. [return]

**[92]** *Rhetoric* is the artificial elegance of language. [return]

**[93]** Whenever Principles are violated, secondary damages follow later on its wake --but the surfacing of the secondary damages later on is so subtle as to render the true causal point of origin almost invisible. For example, let's say you are E. Howard Hunt, a career *cracker* for the CIA. Having finished your mission on the grassy knoll in Dealey Plaza in Dallas, having put in your honest days' labor by helping to murder Jack Kennedy, under the cover of being a railroad bum (an awfully clean looking bum), you turn around and leave the ambush scene. *Well, that was business*.

...Now it is nine years later, and now there has been another murder, but this time things are different. This time a chill travels up one side of your spine and down the other; this time things are unpleasant; this time the victim is your wife, Dorothy Hunt. On

Friday, December 8, 1972, some 200 Federal Agents from the Chicago offices of the FBI and DEA had travelled out to Midway Airport, in advance, to wait for a United Airlines Flight #553 to crash that afternoon; and they had brought with themselves machine guns and special orders from Washington. The plane had been rigged to self-generate an electrical blackout on arrival by having the bus bar stripped down and replaced with a filament that would break on flight descent; and the air traffic controllers were also standing by, ready to manufacture a crash --some of the most inhumane circumstances imaginable. On that flight was your wife, Dorothy, carrying $2 million in bribe money from CREP (Committee to Re-Elect the President); Dorothy had been sitting next to a sharp CBS newswoman, Michele Clark [as sharp as journalists go], and had been spilling the beans. When the firetrucks and ambulances arrived on the crash site, the jet (which had demolished a house), had already been cordoned off by a small army of Federal Agents, and while pleas and wailings for help by trapped passengers inside the jet could be heard at a distance by emergency personnel, Federal Agents brandishing machine guns physically restrained any help from reaching the jet. The local rescue squads were shocked at what they saw, but the Federal Agents were on a mission: To make sure that Dorothy Hunt and the CBS Newswoman she was talking to, as well as other troublesome people who were conveniently on board that were irritating to Attorney General John Mitchell, were thoroughly incinerated.

...Now let's say that you were E. Howard Hunt. *Question*: How would you have known that helping out the Four Rockefeller Brothers to murder Jack Kennedy in 1963 would directly lead to the murder of your own wife nine years later, as your supporting role in one Rockefeller *Presidential Removal Operation* organically grew into another? *Answer*: You would not have known -- secondary consequences are inherently latent and difficult to see. So when invisible *Principles of Nature* are violated [Would a *cracker* like E. Howard Hunt bother to concern himself with *principles*?], damages to yourself will always surface at a later time, with the true seminal point of causality also remaining largely invisible. And as we change settings, *Principles of Nature* never change; and the forced commingling of genders that the ERA will originate will in fact generate damages later on, with the true seminal source of the damages remaining largely obscured. If the ERA does promote *Principles of Nature* when forcing improvident inter-gender commingling, then could someone please explain to me where it does so. [return]

**[94]** "The first eleven Amendments to the Constitution of the United States were intended as checks or limitations on the Federal Government and had their origin in a spirit of jealousy on the part of

the States. This jealousy was largely due to the fear that the Federal Government might become too strong and centralized unless restrictions were imposed upon it. The [Civil] War Amendments marked a new departure and a new epoch in the constitutional history of the country, since they trench directly upon the powers of the States, being in this respect just the opposite of the early Amendments." - Horace Flack in *The Adoption of the Fourteenth Amendment*, at 8 [John Hopkins Press, Baltimore (1908)]. [return]

**[95]** The coordinated selected presence of Union and Confederate Troops in the South after the Civil War to deal with the New York City sponsored Carpetbaggers is something else. [return]

**[96]** The 26th Amendment under the incentive of light financial pressure by a Supreme Court ruling, sailed through the States in a few weeks. [return]

**[97]** "It is a wholesome sight to see `the Crown' sued and answering for its torts." - Maitland in 3 *Collected Papers, at 263 [Quoted by Harold Last in the Responsibility of the State in England*, 32 Harvard Law Review 447, at 470 (1919)]. [return]

**[98]** For a commentary on Maritime having an international flair to it, see the remarks of Gremlin Lord Mansfield, in 35 *Tulane Law Review*, at pages 116 to 118 (1960). [return]

**[99]** *The West Maid*, 257 U.S. 419, at 432 (1921). [return]

**[100]** "But in the Admiralty, as we have said, there are no technical rules of variance or deception. The court decrees upon the whole matter before it..." - *Dupont vs. Vance*, 60 U.S. 162, at 173 (1856). [return]

**[101]** "The end of the institution, maintenance, and administration of government is to secure the existence of the body politic, to protect it, and to furnish the individuals who compose it with the [benefit] of enjoying in safety and tranquility their natural rights. ... The body politic is formed by a voluntary association of individuals; it is a social compact [contract], by which the whole people covenants with each citizen, and each citizen with the whole people, that all shall be governed by certain laws for the common good." - The Preamble of the 1780 Massachusetts Constitution, F.N. Thrope, editor, III *The Federal and State Constitutions, Colonial Charters, and Other Organic Laws of the United States*, at pages 1888, et seq. (GPO, Washington, 1907), 7 volumes. [return]

**[102]** The *Public Trust* is cited by judges as justification to throw

penal *lex* at folks where there is no Tort indicia of *mens rea* or *corpus delecti* damages present in the factual setting, and neither is there any specific contract that can be cited. For example, growing a Marijuana plant in your backyard, or gambling in your basement, offers no contractual infraction, no *mens rea*, and no *corpus delecti* damages anywhere; and the incarceration of Individuals under such a factual setting is an operation of *majoritarianism* to the extreme, and is supposed to be forbidden under the Constitution's *Republican Form of Government Clause*. Question: How do judges, who know all of that, circumvent the positive restrainments in the *Republican Clause*? The answer is best explained by way of analogy:

> "The State, on the other hand, has a substantial interest in protecting its citizens from the kind of abuse which [this Case is about]. ...our decisions permitting the exercise of state jurisdiction in tort actions based on violence or defamation have not rested on the history of the tort at issue [which falls clearly under Tort Law principles], but rather on the nature of the State's interest in protecting the health and well being of its citizens [which is an operation of indirect third party contract]." - *Farmer vs. Carpenters*, 430 U.S. 290, at 302 (1976).

Since the turning point in *Farmer* was the allowance of State jurisdiction to intervene where only some prospective or indirect damages existed to its Citizens under protective contract, then the criminalization of innocuous relationships that folks have with plants in their backyards and with policy slips in their basements is similar predicated on the interest of the State in protecting the health and well being of its Citizens from prospective or indirect damages -- and the fact that the State itself is unnecessarily creating damages where there were none before, is a question not relevant to the factual setting addressed. In this way, coming to grips with the direct question of identifying either hard damages or a contract is avoided, and is replaced by the Judiciary with the indirect milktoast question of possible prospective damages to Citizens [who are being protected under contract], by third parties. In this slick way, a violation of the *Public Trust* is referred to as incarceration justification -- but as is usual, it is an invisible contract that is to be found lying at the bottom of this circumvention of the Principles behind the *Republican Clause*. However, as surprising as it may sound, Government is not being placed in any special or privileged status here by the Judicature of the United States, as factually innocent third parties (like gamblers and Marijuana growers) are damaged via incarceration. In 17 Harvard Law Review at 171 (1903), there lies an article by James Ames entitled *Specific Performance for and Against Strangers to the*

*Contract*, wherein he discusses how third parties, interfering (or seeming to interfere) with the Commercial contract administration of others can be hauled into a Court and have an Injunction thrown at them -- then incarceration follows for continued disobedience. So the right of your regional Prince to throw penal *lex* at you without any *in personam* contract in effect and no Tort indicia damages, is no different from the recourse available to non-juristic Persons to throw their contract irritants into jail via a *Contempt Citation*. As is usual, it is ultimately a contract lying at the bottom of all of this. [return]

**[103]** The low profile background involvement of the *Radical Republicans* in working the 14th Amendment through the Congress is discussed in an article by Daniel Farber, Entitled *The Ideological Origins of the 14th Amendment*, 1 Constitutional Commentary 235 (1984). [return]

**[104]** Many times groups of people that hold special interest make their descent on Congress; some are under cover on missions for Gremlins, while others have the best of intentions. For example, one such group with the best of intentions surfaced in 1954 by proposing an amendment to the Constitution recognizing the authority, dominion, and laws of Jesus Christ. Citing Supreme Court rulings declaring that the United States was a Christian Republic, and other legal commentators like Kent, an impressive statement was made that irritated Jewish spokesmen [see *Hearings Before a Subcommittee of the Committee of the Judiciary of the United States Senate*, 83rd Congress, Second Session, discussing Senate Joint Resolution 87 (May 13 and 17, 1954)]. However well meaning those folks were, the enactment of such a Constitutional amendment would have the Federal Government assume the role of Tortfeasor on *persons* antagonistic to Jesus Christ. So the placement of that proposed Christian Amendment on to a Juristic Institution's Charter, may have been improvident -- at that time. [return]

**[105]** Another legal definition of *waiver* is that a *waiver* is an intentional relinquishment of a known right. So, naturally, one who waives must intend to do so and must know of the existence of the right which he gives up. See generally *Insurance -- The Doctrines of Waiver and Estoppel* in 25 Georgetown Law Journal 437 (1937). [return]

**[106]** Yes, the Law does operate out in the practical setting -- it is out there where liability attaches, and it will also be found out where liability detaches, and not on paper as many Tax Protesters would like you to believe; our Father's Law is not predicated upon the existence on recent technological innovations like *ink and paper*. For example, Marriage Covenants entered into before a judge -- signed,

sealed, delivered, and possessing all of those correlative requisite legal indicia that characterize a juristic Civil Law Marriage mean absolutely nothing if the Marriage Covenant did not physically start by reason of cohabitation out in the practical setting. Common Law does not recognize the merely contractual marriage that took place *seemingly* by acknowledgement in front of a judge, but also requires cohabitation as a key indicia to deem the Marriage valid. Therefore, in *Milford vs. Worcester* [7 Massachusetts 48 (1810)], the wife was deemed not married. The *Worcester* Court relied in turn on an English case written by Lord Mansfield in *Morris vs. Miller* [4 Burr. 2059] stating that acknowledgement, cohabitation, and reputation are all key indicia to determine a Marriage's validity. [See generally, Stuart Stein in *Common Law Marriages*, 9 Journal of Family Law 271 (1969)]. [return]

**[107]** In the context of a discussion as to whether or not state revenue jurisdiction attached to a corporation, consider the following words:

> "...the simple but controlling question is whether or not the state has given anything for which it can ask return." - *Colonial Pipeline vs. Triaigle*, 421 U.S. 100, at 109 (1974). [return]

**[108]** And as the *quid pro quo* of taxation reciprocity expectations are being held binding because benefits were previously accepted, is applied to the King, so too does this *quid pro quo* also apply to the several regional Princes:

> "Accordingly, decisions of this Court, particularly during recent decades, have sustained non-discriminatory... state corporate taxes... upon foreign corporations... when the tax is related to a corporation's local activities and the State has provided benefits and protections for which it is justified in asking a fair and reasonable return." - *Colonial Pipeline vs. Triaigle*, 421 U.S. 100, at 108 (1974). [return]

**[109]** When discussing the attachment of liability to taxation statutes, the Supreme Court has very simple rules:

> "The question is whether... [General Motors accepted] consequent employment of the opportunities and protections that the State has afforded. ... The simple but controlling [taxation] question is whether the state has given anything for which it can ask return." - *General Motors vs. The State of Washington*, 377 U.S. 441 (1963).

And when the record shows that benefits have been accepted, then

rightful liability does correctly attach, as reciprocity is expected back in return and there lies a contract. [return]

**[110]** Therefore, contracts are in effect, right? The correct answer is partly yes and partly no. This Social Security is a hybrid. Although revenues extracted from the Countryside by the King on this Rockefeller wealth redistribution scheme originate under juristic contracts (or shall we say, justified by the imposition of contracts), however, when it comes time for the King to start to decide just where and when and to whom is he going to redistribute the loot to, now all of a sudden the contract is gone from the scene, and the political Tort question of fairness enters into the scene; and the reason is because Social Security does not conform with the contractual model of an Insurance Annuity policy:

> "The Social Security system may be accurately described as a form of Social Insurance, enacted pursuant to Congress' power to "spend money in aid of the `general welfare'," *Helvering vs. Davis* [301 U.S., at 640], whereby persons gainfully *employed*, and those persons who *employ* them, are taxed to permit the payment of benefits to the retired and disabled, and their dependents. Plainly the expectation is that many members of the present productive workforce will in turn become beneficiaries rather than supporters of the program. But each worker's benefits, though flowing from the contributions he made to the national economy while actively *employed,* are not dependent on the degree to which he was called up to support the system by taxation. It is apparent that the non-contractual interest of an *employee* covered by the Act cannot be soundly analogized to that of the holder of an annuity, whose right to benefits is bottomed on his contractual premium payments." - *Flemming vs. Nestor*, 363 U.S. 603, at 609 (1960).

The reason why Social Security does not replicate an Insurance Annuity in the classical sense is because, unlike Annuities, Social Security has:

> "...a clause reserving to it `[t]he right to alter, amend, or repeal any provision' of the Act. [Title 42, Section 1304]" - *Flemming*, id., at 611.

Annuity Policies do not have the right to pay out of the Annuity whatever the Insurance Company now feels like paying; Insurance Companies cannot just drop the payments to zero or to a low level simply because they feel like it -- *because no one would buy that game* -- but Congress does have this right to make payout changes, because

people who have paid into Social Security over the years did so knowing [or should have known] that their retirement benefits are indeterminate, that they have no recourse to sue the Congress if they do not approve of the payout level when they retire, and that the Congress retains the right to pay out nothing [if that day should ever come when the Congress feels like it]. And since Congress has the right to change the terms of the Social Security payout rates at its sole discretion, then payout schedules and the like [unlike Insurance Annuity contracts where everything is agreed upon exactly and set certain, up front], Federal Courts have been reluctant to:

> "...engraft upon the Social Security system a concept of `accrued property rights' [since that] would deprive it of the flexibility and boldness in adjustment to ever-changing conditions which it demands." - *Flemming*, id., at 610.

Since people entering into a participatory relationship with Social Security have no fixed, specific, or exactly known expectation of what their level of benefits might be in the future, Federal Courts have declined invitations to force the issuance of such benefit payments, and have declined invitations to declare that Social Security beneficiaries posses what Judges call *vested property rights* in Social Security [if you have a *vested property right* in something, you can force its surrender over to you]. The payout question is, quite reasonably, a purely *political question* (as Federal Judges would call it), for the Congress to decide. Yes, Judges did correctly characterize this one as being *political*. [return]

**[111]** Tontine Insurance has been analogized to contracts constituting a wagering operation, and therefore forbidden under the policy doctrine of gambling intolerance.

> "In support of their contention that the *dual-pay* policy does not offend against public policy as a wagering contract, respondent refers us to cases dealing with the Tontine or Semi-Tontine Plan of Insurance. Under such plan no accumulation of earnings are credited to the policy unless it remains in force for the Tontine period of a specific number of years. Thus, those who survive the period and keep their policies in force share in the accumulated fund. Those who die or who permit their policies to lapse during the period do not, neither do their beneficiaries participate in such accumulation. ..."
>
> "We have concluded that the *mortality endowment* provision of the *dual-pay* policy for the reasons herein stated, is a wagering contract." - *Commercial Traveler's Insurance Company*

*vs. Carlson*, 137 Pacific 2nd 656, at 660 (1943). [return]

**[112]** As you can feel, insurance programs based on the Tontine Model are quite unfair and are actually degenerate, but coming down Lucifer's chain of command from Rockefeller Cartel Gremlins to their imp nominee Franklin D. Roosevelt like it did, and then blossoming out into the open public amid FDR's insincere orations, ceremonial pomp, and irritating little propositional lies, we really shouldn't be too surprised. A great man once had a few words to say about Principles, popularity, and political opportunities:

> "Men are often asked to express an opinion on a myriad of Government proposals and projects. All too often, answers seem to be based not upon solid Principles, but upon the popularity of the specific Government program in question. Seldom are men willing to oppose a popular program if they themselves wish to be popular -- especially if they seek public office.
>
> "Such an approach to vital political questions of the day can only lead to public confusion and legislative chaos. Decisions of this nature should be based upon and measured against certain basic Principles regarding the proper role of Government. If Principles are correct, then they can be applied to any specific proposal with confidence.
>
> "Unlike the political opportunist, the true Statesman values Principles above popularity and works to create popularity for those political Principles which are wise and just.
>
> "It is generally agreed that the most important single function of Government is to secure the rights and freedoms of individual Citizens. But, what are those rights? And what is their source? Until these questions are answered, there is little likelihood that we can correctly determine how Government can best secure them.
>
> "Let us first consider the origin of these freedoms we have come to know as human rights. Rights are either God-given as part of the divine plan or they are granted by Government as part of the political plan. Reason, necessity, tradition, and religious convictions all lead me to accept the Divine origin of these rights. If we accept the premise that human rights are granted by Government, then we must accept the corollary that they can be denied by Government. ...
>
> "We should recognize that Government is no plaything. It is an instrument of force; and unless our conscience is clear

that we would not hesitate to put a man to death, put him in jail, or forcibly deprive him of his property for failing to obey a given law, we should oppose the law. ...

"Once Government steps over this clear line between the protective or negative role into the aggressive role of redistributing the wealth through taxation and providing so-called "benefits" for some of the Citizens, it becomes a means for legalized plunder. It becomes a lever of unlimited power that is the sought-after prize of unscrupulous individuals and pressure groups, each seeking to control the machine to fatten his own pockets or to benefit his favorite charity, all with the other fellow's money, of course. Each class or special interest group competes with the others to throw the lever of Government power in its favor, or at least to immunize itself against the effect of a previous thrust. Labor gets a minimum wage. Agriculture gets a price support. Some consumers demand price controls. In the end, no one is much further ahead, and everyone suffers the burden of a gigantic bureaucracy and a loss of personal freedoms. With each group out to get its share of the spoils, such Governments historically have mushroomed into total welfare states. Once the process begins, once the Principle of the protective function of Government gives way to the aggressive or redistributive function, then forces are set in motion that drive the nation towards totalitarianism." - Ezra Taft Benson in *Conference Reports*, at page 17 ["Political Opportunists -- Origin of Human Rights -- Legalized Plunder"] (October, 1968). [return]

**[113]** *The Social Security Act*, 49 U.S. Statutes at Large, page 636 (August, 1935). [return]

**[114]** *Black's Law Dictionary*, 5th Edition. [return]

**[115]** Federal Judge Story, in *Delovio vs. Boit*, 7 Federal Cases, #3776, at page 444 (1815). [return]

**[116]** *Insurance Company vs. Dunham*, 78 U.S. 1 (1870). [return]

**[117]** "Polices of insurance are known to have been brought into England from a country that acknowledged the civil law [as distinguished from the Common Law]. This must have been the law of policies at the time when they were considered as contracts proper for the admiralty jurisdiction." - *Croudson vs. Leonard*, 8 U.S. 434, at 435 (1808). [return]

**[118]** This discussion is extracted from *Insurance Company vs. Dunham*, 78 U.S. 1, at 32 (1870). [return]

**[119]** *Insurance Company vs. Dunham*, id., at page 33. [return]

**[120]** *Insurance Company vs. Dunham*, id., at page 33. [return]

**[121]** Although Admiralty Jurisdiction may be designed, in its optimum sense, to rule over grievances originating out on the High Seas, the Supreme Court does not want Admiralty Jurisdiction to be so geographically restricted in its locus to water only:

> "The exclusive jurisdiction in admiralty cases was conferred on the national government, as closely connected with the grant of the commercial power [of Article I, Section 8]. The Admiralty court is a maritime court instituted for the purpose of administering the laws of the seas. There seems no ground, therefore, for restraining jurisdiction, in some measure, within the limit of the grant of the commercial power [the power to regulate Interstate Commerce]; which would confine it, in cases of contracts, to those concerning navigation and trade of the country upon the high seas and tidewaters with foreign countries..." - *New Jersey Steam vs. Merchants' Bank*, 47 U.S. 344, at 392 (1815).

In 1919, there appeared an article in Harvard Law Review, in a commentary written by the Editors, discussing the background history of how Admiralty Jurisdiction had once came ashore to find a home inland for a short time in England; but in America, when Admiralty came ashore at an early date, it stayed ashore:

> "In the fourteenth century, the jurisdiction of admiralty, which until that time had been extended to all cases partaking of a maritime flavor, was greatly curtailed by successive enactments. [Goldolphin, *A View of Admiralty Jurisdictio*n, c.12. See *Delovio vs. Boit*, 2 Gall. (C.C.) 398, 418]. Thereafter, the court could not take cognizance of a contract made on land, even if to be performed at sea. *Susano vs. Turner*, Noy, 67 *Craddock's Case*, 2 Brownl. & Gold 39. Nor if made at sea to be performed on land.
>
> *Bridgeman's Case*, Hobart II. These restrictions upon admiralty jurisdiction were rejected in the United States from an early date. *The Lottawanna*, 21 U.S. 558; *Waring vs. Clarke*, 5 U.S. 44]. The civil jurisdiction was made to depend, not as in matters of tort upon locality, but upon the subject matter of the contract, which must be essentially

concerned with maritime services, transactions, or causalities." - *Admiralty -- Jurisdiction -- Test of Jurisdiction over Contracts*, 33 Harvard Law Review 853 (1919). [return]

**[122]** Yes, Social Security is quite popular today. No sooner had Social Security been enacted by the Congress, then both Republicans as well as Democratic Parties quickly endorsed the idea as a great thing:

"We have built foundations for the security of those who are faced with the hazards of unemployment and old age; for the orphaned, the crippled, and the blind. On the foundation of the Social Security Act we are determined to erect a structure of economic security for all our people, making sure that this benefit shall keep step with the ever increasing capacity of America to provide a high standard of living for all its citizens." - *Democratic Party Platform of 1936*, at page 360, infra.

"Real security will be possible only when our productive capacity is sufficient to furnish a decent standard of living for all American families and to provide a surplus for future needs and contingencies. For the attainment of that ultimate objective, we look to the energy, self-reliance and character of our people, and to our system of free enterprise.

"Society has an obligation to promote the security of the people, by affording some measure of protection against involuntary unemployment and dependency in old age. The *New Deal* policies, while purporting to provide social security, have, in fact, endangered it.

"We propose a system of old age security, based upon the following principles:

1. We approve a *pay as you go* policy, which requires of each generation the support of the aged and the determination of what is just and adequate.

2. Every American citizen over 65 should receive a supplemental payment necessary to provide a minimum income sufficient to protect him or her from want.

3. Each state and territory, upon complying with simple and general minimum standards, should receive from the Federal Government a graduated contribution in proportion to its own, up to a fixed maximum.

4. To make this program consistent with sound fiscal

> policy the Federal revenues for this purpose must be provided from the proceeds of a direct tax widely distributed. All will be benefited and all should contribute.
>
> "We propose to encourage adoption by the states and territories of honest and practical measures for meeting the problems of employment insurance.
>
> "The unemployment insurance and old age annuity of the present Social Security Act are unworkable and deny benefits to about two-thirds of our adult population, including professional men and women and all engaged in agriculture and domestic service, and the self-employed, while imposing heavy tax burdens upon all."
>
> - *Republican Party Platform of 1936*, at page 366. Both *Platforms* appear in *National Party Platforms -- 1840 to 1972*; compiled by Ronald Miller [University of Illinois Press, Urbana, Illinois (1973)].

...Here are the so-called *Democrats* gloating over Nelson Rockefeller's *Social Security Program*, and also the Republicans, who detected early and felt quite strongly the enormous vote pulling power of Social Security, they too quickly started drooling at the gibs for more of this wealth redistribution; like Gremlins, *Republican* platform writers like to play cutesy by skirting the fringes of deception as they first state how opposed they are to FDR's Social Security, but then go right ahead and construct their own *Grab and Give* -- replicating in its entirety the structural contours of FDR's Social Security Program legally and practically. [return]

**[123]** "Tumult is from the disorderly manner of those assemblies, where things can seldom be done regularly; and war is that *decertario per vim*, or trial by force, to which men come when other ways are ineffectual. If the Laws of God and men are therefore of no effect, when the magistracy is left at liberty to break them, and if the lusts of those who are too strong for the tribunals of justice, cannot otherwise be restrained, then by sedition, tumults, and war, those seditions, tumults, and wars are justified by the Laws of God and men.

"I will not take upon me to enumerate all the cases in which this may be done, but content myself with three, which have most frequently given occasion for proceedings of this king.

"The first is, when one or more men take upon them the power and name of a magistracy, to which they are not justly called.

"The second, when one or more, being justly called, continue in their magistracy longer than the laws by which they are called do prescribe.

"And the third, when he or they, who are rightfully called, do assume power, though within the time prescribed, that the law does not give; or turn that which the law does not give, to an end different and contrary to that which is intended by it. ...

"He that lives alone might encounter such as should assault him upon equal terms, and stand or fall according to the measure of his courage and strength; but no valor can defend him, if the malice of his enemy be upheld by public power. There must therefore be a right of proceeding judicially or extra-judicially against all persons who transgress the laws; or else those laws, and the societies that should subsist them, cannot stand; and the ends for which governments are constituted, together with the governments themselves, must be overthrown. Extra-judicial proceedings, by sedition, tumult, or war, must take place, when the persons concerned are of such power, that they cannot be brought under the judicial. They who deny this deny all help against an usurping tyrant, or the perfidiousness of a lawfully created magistrate, who adds the crimes of ingratitude and treachery to usurpation. ...

"If this be not enough to declare the justice inherent in, and the glory that ought to accompany these works, the examples of Moses, Aaron, Othniel, Ehud, Barak, Gideon, Samuel, Jephthah, Jehu, Jehoiada, the Maccabees, and other holy men raised up by God for the deliverance of his people from their oppressors, decide the question. They are perpetually renowned for having led the people by extraordinary ways to recover their liberties, and avenge the injuries received from foreign or domestic tyrants. The work of the Apostles was not to set up or pull down the civil state; but they so behaved themselves in relation to all the powers of the Earth, that they gained the name of pestilent, seditious fellows, disturbers of the people; and left it as an inheritance to those, who, in succeeding ages, by following their steps, should deserve to be called their successors; whereby they were exposed to the hatred of corrupt magistrates, and brought under the necessity of perishing by them, or defending themselves against them. And he who denies them the right does at once condemn the most glorious actions of the wisest, best, and holiest men that been in the world, together with the laws of God and man, upon which they were founded." - Algernon Sidney in *Discourses Concerning Government*, as quoted by Phillip Kurland and Ralph Lerner in *The Founder's Constitution* ["The Right of Revolution"], at 77 [University of Chicago Press, Chicago (1978); *Discourses Concerning Government* is a lengthy treatise first circulated in 1689].

# Invisible Contracts

## The Citizenship Contract

by **George Mercier**

[Pages 386-434]

Next, we turn now and discuss a layer of invisible contract that is rarely addressed, thought of, or treated as the pure contract that it is really is: National Citizenship.[1]

As a point of beginning, it is perhaps most easy to think of Citizenship in terms of joining a Country Club: You sign up, pay dues, enjoy the benefits offered by the House, you elect management, and you are exposed to liability to be fined for no more than technical infractions to House Rules [without any damages].[2]

The procedure for entering into a Country Club Membership contract differs quite a bit from the Citizenship Contract, in the sense that while trying to join a Country Club, you first have to go to the Management, present credentials, and then request Membership; whereas with the King, everyone is presumed automatically to be Members, and so now you have to argue your Case that you are not a Member.[3]

But once we are beyond that initial point of entrance into the contract, then nothing whatsoever changes in the contractual rights or duties involved when we transfer ourselves from Membership in a Country Club setting over to American Citizenship, as contracts govern both relationships.

Earlier, I mentioned that the 14th Amendment offers invisible benefits that Citizens have been deemed by Federal Judges to have accepted by their silence (since anything but silence is very consistent with a person's wanting Citizenship), and so the 14th Amendment then and there creates a Citizenship Contract. Yes, there are special benefits to be had from the 14th Amendment.[4] So although the 14th Amendment creates benefits proprietary to Citizenship, those are not the only Citizenship benefits that you need to concern yourself with. Many Tax Protestors and Patriots are aware of the 14th Amendment story, and accordingly counsel their students to file *Notices of Breach of Contract* and the like, and other hybrid unilateral declarations of *recession*, in an attempt to remove themselves as persons attached to the 14th Amendment. Those students are then taught, quite erroneously, that since the United States derives its taxing power from the 14th Amendment, therefore, once an Individual has severed his relationship from the 14th Amendment, the student no longer need concern himself with any federal Income Tax liability, or any state tax liability. These folks preach the theory that *Miller Brothers vs. Maryland*,[5] stands for the proposition that States derive their taxing and regulatory jurisdiction from the 14th Amendment -- a particularly

stupid conclusion to arrive at since such a statement means that prior to the 14th Amendment there were no State taxes or regulatory jurisdictions; and that is a factually defective point of beginning to commence any legal analysis.[6]

This view of legal liability propagated by Protestors is baneful, and replicates the *modus operandi* of Lucifer when he propagates to his students many things which are technically accurate of and by themselves, but then he teaches expansive conclusions which are defective. Lucifer counsels his followers to get ready to justify their actions at the Last Day, an alluring preventative move that intellectuals find brilliant and intriguing background advice; so now Lucifer has their attention.[7]

Then Lucifer continues on (also quite technically correct), that all of their behavior down here should be so organized as to be "justifiable" before Father at the Last Day; this too is correct, as Father will be soliciting our feelings at the Last Day. But just one tiny problem surfaces for the world's Gremlins to consider as they dance the jig in ecstacy over the prospects of being able to get away with murder, mischief, and mayhem down here: An invisible Contract that Father extracted out of us all before we came down here. So yes, although you can "justify" your acts to Father if you want to, that justification is not relevant to Father in his judgment decision making. Only the terms of the Contract will be of interest to Father; and back in the First Estate, everyone was once on their knees before Father, uttering from their own tongues, in a Heavenly angelic language we all spoke then, the terms of the Contract we all would later be judged by. So, yes, you will be given the opportunity to justify your abominations before Father if you want to, but your justifications sounding in Tort are not going to be taken into consideration by Father and you Gremlins out there are damaging and deceiving yourselves. And in a very similar way, many Tax Protestors are coaching their followers to concern themselves with the 14th Amendment -- a very accurate and correct statement, of and by itself.[8] But the conclusions those Tax Protestors draw, that termination of the adhesive King's Equity Jurisdiction that the 14th Amendment attaches is the only thing they need concern themselves with, is incorrect. 14th Amendment pleading, standing alone by itself, doesn't vitiate anyone's state or federal Income Tax liability -- it never has, and it never will. The legal argument I hear many folks throw at Federal Judges, that they are a *Common Law Citizen*, or a *Preamble Citizen*, and not a *14th Amendment Citizen*, is patently stupid, and carries no weight, merit, or attractiveness before Federal Judges; and for very good reasons: Because all Citizens of the United States are acceptants of that profile of juristic benefits that the

King is offering, and these benefits are offered by the King regardless of the claimed *Common Law* or *Preamble* classification status. And so correlatively, since those juristic benefits are accepted by all United States Citizens regardless of the claimed *Common Law* or so-called *Preamble* jurisdictional origin of the classification of Citizenship (distinctions that Citizenship Contract Protestors like to make and argue), these distinctions mean absolutely nothing in important areas involving Tax and Military Conscription reciprocity expectations the King maintains on his Citizens.[9]

There is no single place I can point folks to and say "Here, Citizens, are your benefits."[10] Even listings of benefits in the dicta of Supreme Court rulings are fractured and incomplete.[11] And the Congress is largely the same.[12] Some of the juristic benefits that the King is offering to his Citizens originate in the Constitution, where these benefits are inferred by Federal Judges from certain wording and phrases in that Majestic Document;[13] other benefits the King is offering find their home nestled in his pile of *lex*, other benefits are located in still another layer of administrative *lex* called the *Code of Federal Regulations*; and still other benefits do not explicitly appear anywhere in the King's statutes, but are defined in a wide ranging multiplicity of court rulings. When we posses that factual knowledge contained in those court rulings, then the cryptic phrases appearing in some offbeat slice of *lex* come alive and make a great deal of sense.[14] Some benefits of Citizenship are proprietary and the distribution of those benefits are limited to identifiable groups, for example, such as the elective franchise.[15] Some other benefits inuring to Citizens of the United States are, in general, the protection of United States Marshals.[16]

Yes, all Citizens accept the protectorate benefits offered by the United States Marshal Service.[17] And unlike your local Police Department, when you call up the U.S. Marshals and request their security assistance, generally they will not bark, snap, or snort at you for doing so.[18] The United States Marshals today will make inquiries and ask probing questions to uncover the reasons why you believe your security is being impaired, as they do want to get to the bottom of the threatening situation, in order to terminate whatever it is that is giving you grounds for concern. On any serious inquiry they will normally send out a Marshal immediately to see you, and they will even put you up in a hotel if deemed provident under the circumstances; so yes, the security benefits offered by the U.S. Marshals are more than legitimate. But no one knows anything about the protectorate benefits being offered by the U.S. Marshals. Due to the *Hollywoodization* of cops and robbers television shows, people have

been conditioned to think in terms of calling up their local police department for security assistance, and have also been conditioned to expect a tough rebuffment when asking for bodyguard services -- when all along it was the dormant and ignored U.S. Marshals that have been schooled, trained and are expecting your pleas for limited assistance.[19]

As for the 14th Amendment, the reason why the 14th Amendment as a stand-alone line of Status defense is patently frivolous is because all Citizens accept benefits that the King is offering, and the classification by Tax Protestors of Citizens into different categories, when benefits are being accepted by all Citizens regardless of classification, is baneful.[20] Claiming that you are a *Common Law Citizen,* or a *Preamble Citizen* with a special reciprocity exempt status to avoid that irritating *quid pro quo* ("something for something") payment of an unreasonable enscrewment oriented Income Tax, is foolishness, and you are not entitled to prevail under any circumstances before a Federal Judge.[21]

The reason why self-proclaimed *Preamble Citizens* and *Common Law Citizens*, so called, are properly burdened with the heavy *quid pro quo* reciprocity of the Income Tax is that all Citizens accept and enjoy the protectorate benefits previously discussed that the King is offering, so all Citizens accept Federal benefits. Yes, Citizens under the 14th Amendment have additional contracts in effect (stemming from the additional benefits that the 14th Amendment offers), that they need to concern themselves with -- but all Citizens accept those other Federal benefits as well, and so all Citizens are operating under the King's Equity Jurisdiction of the United States, and are appropriate objects for the assertion of a regulatory and taxation environment over, through contract terms.[22]

I would advise you to terminate your reliance on information originating from people who lace excessive priority attention on the 14th Amendment Citizenship question, as their stand-alone arguments are without any merit whatsoever for purposes of detaching yourself away from Federal Taxation liability.[23]

Above, I listed some of the benefits that all Citizens of the United States enjoy; and this is important since Federal Judges always view things from a "What benefit has this fellow accepted?" attitude.[24] But just where do the King and the Federal Judges get off with the idea that Citizenship, all by itself, attaches liability to Title 26? Nowhere in Title 26 is there any concise discussion about how Citizens are those Persons identified in Section 7203 ("Willful Failure to File") as being one of "all persons who are required to file..."[25]

So just where do Federal Judges get the idea that Citizens are *Persons* under contract, suitable for a smooth Federal taxation shake down?[26] The answer lies by probing a level deeper into the King's statutes, into an area Patriots and Tax Protestors do not seem to be pursuing that much: Into the *Code of Federal Regulations*, which operate as junior statutes.[27]

The *Code of Federal Regulations* (CFR) is a codification of the general and permanent rules published in the Federal Register by the Executive Department and by agencies of the United States. The Code is very powerful indeed (remember to always think like a Federal Judge momentarily for analytical purposes, so you don't react like a surprised clown when dragged into their courtroom on a grievance with someone), and the contents of the Code of Federal Regulations (like it's father, the Federal Register) are required to be judicially noticed.[28] And the Code of Federal Regulations is also *Prima Facie Evidence* of the text of the original documents.[29]

This CFR is republished once each year, so the following quotations, extracted from the 1985 edition, may have been altered in future editions. With that in mind, consider the following words from the CFR:

> "In general, all Citizens of the United States, wherever resident, and all resident alien individuals are liable to the income taxes imposed by the Code whether the income is received from sources within or without the United States...
>
> "Every person born or naturalized in the United States and subject to its jurisdiction is a Citizen."[30]

So you see for Citizens *in general*, Federal Judges have already quietly taken Judicial Notice of the fact that your Citizenship is an invisible contract to pay Income Taxes -- but what if you are not a Citizen *generally* speaking [meaning, like everyone else, by their silence they have accepted Citizenship benefits]. By having vacated the factual record of any benefits having been accepted, by striping the factual record of any *quid pro quo* of equivalence exchanged, that factual setting is no longer *general* and ordinary, now it is *special* and extraordinary, where if the King makes any revenue collection attempt, you have him worked into an immoral position. Yes, Citizenship is a contract in the classical sense, since benefits offered conditionally were accepted, and where expectations of reciprocity were retained by the benefit contributor -- it's all there.[31]

The *Code of Federal Regulations* is also another source of identifying

handouts and benefits offered to Citizens.[32] And the Judicial Notice, taken quietly *in camera*, that the Citizenship Contract is the contract being operated on, is never pronounced publicly in an open courtroom forum. Does that last sentence I quoted from the CFR about how every person born or naturalized in the United States seem familiar to you? It should, because it comes straight out of the 14th Amendment, with only one word being changed. And read it carefully, as there is admitted a class of individuals, here residing in the United States as a matter of birthright, who might not be subject to the total jurisdiction of the United States Government.[33]

Who are those individuals? For starters, they are those Individuals who don't accept any benefits or handouts from the King.[34]

Despite the fact that I say a few isolated nice things about Federal Judges (with the applicability of my favorable comments being restricted to just a few limited grievance factual settings Federal Judges preside over), I am unable to recall any Federal Case that correctly talks about Citizenship as the pure, raw contract that it very much is; yet it's all there in Citizenship, all of the indicia that composes a contract: Benefits offered, as well as their acceptance, reciprocity expected back in return, and all this all written out in advance in specific and blunt terms in Federal Statutes.[35]

Why then does the Supreme Court not correctly address Citizenship as the contract that it really is? I don't know why, precisely; I could conjecture that they do not want to publish an exemplary Case, explaining in the context of a specific factual setting, how an Individual can get himself out of the contract containing taxation reciprocity covenants. But I don't really care, either; whatever information the Federal Judiciary is deficient in elucidating regarding identifying Citizenship as the invisible contract that it is, I can get from other sources, even ecclesiastical sources, and then retrofit it interstitially to uncover the real meaning of obscure Judicial reasoning:

> "An old principle, laid down from the earliest ages of British jurisprudence, from which we receive our national institutions, is that allegiance is that ligament or thread which bonds the subject to the sovereign, by an implied contract, owes, in turn, protection to the subject; and the very moment that the Government withholds its protection, that very moment allegiance ceases."[36]

Yes, Citizenship is very much a contract, and Federal Judges generally think in contract terms when dealing with a Tax or Draft

Protestor.[37] Citizenship is probably the single most important contract that you need to come to grips with, as Citizens are suitable objects to assert both a taxation and regulation jurisdiction over, and properly so as a matter of Law; however, we all have philosophical disagreements on some of the bitter terms this particular Regulatory Jurisdiction contract calls for. With your severance of the reciprocity liability that is associated with Citizenship, a large amount of the friction relating to your confrontations with Government will evaporate overnight -- but your Citizenship contract is not the only exclusive contract you need to concern yourself with; and be mindful that Citizenship, or any other type of political status, is not relevant or necessary in those types of criminal prosecutions that are predicated on either Tort or special contract (like Highways). So just where is the bottom line here to detach yourself away from those adhesive statutes in Title 26?[38]

If that is your objective, then you have to effectuate a pure severance of yourself away from the King's Equity Jurisdiction, and not just a partial severance. No, you don't get to selectively pick and choose just what Federal benefits you want and don't want. This Citizenship is one of the larger slices that constitutes the Title 26 liability pie, and once Federal Judges have quietly taken Judicial Notice of your Citizenship, they generally then and there stop looking for other contracts to nail on you, when ruling over civil Income Tax grievances.[39]

Your successful severance of liability away from the administrative mandates of Title 26 requires a thorough decontamination of yourself away from the contract of Citizenship and all Commercial contracts. Yes, you can be an alien from some foreign jurisdiction, you can be a Russian Native who never left Russia or set foot in the United States, and still have a liability to produce administrative conformance with Title 26.[40]

The idea of using the King's Equity Jurisdiction of Citizenship a the point of adhesion to tax individuals goes far back into antiquity.[41] In the old days of 1913, our Fathers came right out in the open and declared for all to see that Citizens were taxable objects.[42] The decision that was made in 1913 to lay the tax on the attachment of the King's Equity Jurisdiction of Citizenship was made apparently intuitively and without much debate.[43]

The purpose of broadening the number of objects subject to federal taxation, away from exclusively constituting only participants in King's Commerce, over to the larger group of Citizenry, was declared to be performed only with the noblest of intentions,[44] but the true

objective then is the same objective which sustains the continuance of the Income Tax down to the present time: To perfect Bolshevik enscrewment.[45] Our Fathers fell for that "ability to pay" reasoning then, just like most folks today continue to fall for that same line today.[46]

Let us examine the Judicial Perspective on federal taxation under the Citizenship Contract by way of a Case study. One such ruling touching on the Citizenship Contract involves *Cook vs. Tait,*[47] where the Supreme Court ruled that income received by a Citizen of the United States while living in Mexico is taxable due to the benefits received while outside the United States (the old acceptance of benefits story: When benefits that were offered with an expectation of reciprocity back in return have been accepted, there lies a contract and it now becomes immoral not to require a mandatory exchange of reciprocity). The Court then listed those benefits that American Citizens carried with them no matter what their geographical situs was.[48]

In another Case in 1968, the First Circuit Court of Appeals ruled that Felix Rexach owed American income taxes by reason of his United States Citizenship.[49] Felix Rexach was a native born Puerto Rican, who acquired statutory American Citizenship by virtue of the Jones Act of 1917.[50] In 1944, Felix left Puerto Rico and became a resident of the Dominican Republic, where he remained resident until 1961. However, in 1958 Felix executed a written renunciation of his American Citizenship before a United States consulate official in the Dominican Republic, pursuant to the Immigration and Nationality Act of 1952.[51] His renouncement of American Citizenship was accepted without any frictional hassles by the United States, and a written Certificate of Loss of Nationality was approved by the Department of State. On July 26th of 1958, his desired severance away from American Citizenship was perfected as Felix was decreed to be a Citizen of the Dominican Republic.[52]

Felix was no ordinary fellow, as he busied himself on a large scale by contracting activities in the Dominican Republic, contracts obtained by associating with its ruling dictator, Trujillo.[53] But fortunes soon turned adverse for Felix when the Dictator he was milking was assassinated in 1961. Felix suddenly decided that American Citizenship was now desirable, and so in 1962 he applied for reinstatement of his American Citizenship by applying for a Passport; claiming that his 1958 renunciation was involuntary and had been compelled against his will by reason of physical threats and economic pressures. The United States Consul denied his application, and on administrative appeal, Felix's testimony was accepted, reversing the local Consul, so his Loss of National Certificate was cancelled.

However, now things turn into an interesting direction, because the Department of State, aware of Felix's financial resources, notified the Internal Revenue Service that Felix was now an American Citizen again; and so now termites in the IRS came out of the woodwork.[54] And so deficiency assessments were thrown at Felix for income earned in the four intermittent years between his renunciation and his reinstatement. Felix ignored the deficiency assessments, and so Internal Revenue termites then threw liens on property Felix owned, followed by foreclosure actions. Felix countered against the foreclosures by throwing Petitions for Summary Judgements of Foreclosure Dismissal at the IRS.

In his legal arguments seeking to deflect the foreclosure, Felix reasoned that, in effect, the reciprocal benefits of Citizenship obligation language in *Cook vs. Tait*[55] overruled the unpleasant covenant terms his special statutory Citizenship Contract how called for: The preclusion of Felix from claiming, as a matter of statutory law, that he ever ceased to be a United States Citizen. Felix argued that since the United States had owned him no protection benefits during his four year hiatus of alien, that therefore no reciprocal tax was owing in return to the United States. The First Circuit disagreed, and countered by ruling that:

> "We cannot agree that the reciprocal obligations are mutual, at least in the sense that [the] taxpayer contends."[56]

So yes, that *quid pro quo* of reciprocity that I have been talking about all along does have to be there, but the failure of Felix to present a proper factual setting to the Judicial was fatal on his part Felix reentered the stream of Citizenship under contract, and the terms of his contract called for the irrelevancy of his alien status, since his loss of Citizenship was originally tax avoidance motivated. Felix admitted that he never really ceased to be an American Citizen -- and there lies the key to see why the First Circuit correctly ruled the way they did. The price one pays for maneuvering one's Citizenship [and lying to get it back] to secure self enrichment and economic advantage, according to the First Circuit, is continued liability for United States taxes. The obligation to pay taxes is thus clearly applicable although the Taxpayer who has temporarily abandoned the United States, for purposes of pursuing Commercial enrichment, receives no reciprocal benefits from the Government. In conclusion, most noteworthy is the last line in Rexach, as the First Circuit said that although there is a factual setting that could be presented to them where the lack of reciprocal benefits would preclude the assessment of Internal Revenue taxes, the factual elements necessary to so rule were not present here:

"The hypothetical [factual setting where a person rejects benefits timely and then does not return into a King's Equity relational status with the United States at a future time] suggested by taxpayer during oral argument involved aspects of estoppel on the part of the Government. Whatever may be the merit of such cases, that element is not present here."[57]

Well, George, that *dicta* was interesting, but could we see a Case where an Individual rejects all benefits timely, and then a Federal Court vitiated his taxing liability? No, sorry you cannot;[58] such a published ruling so favorable to us folks out here in the countryside does not exist, and will never exist -- as I have been saying all along, Cases presented to Federal Judges that come even close to pure Equity severance are being sandbagged at low levels, and you will not even be getting a hearing before the Supreme Court.[59]

Those Citizenship Cases are of interest to us as good *touchstones* indicia of Citizenship liability and of benefit acceptance in general, but they do not meet the Refiner's Fire threshold requirement of just what happens when Citizens simple waive and reject all political benefits, that Model Case that so many folks are looking for.[60]

What happens to Citizens who reject the King's benefits? They become Denizens.[61]

Why are Citizens of the United States now burdened down with such an incredible Bolshevik Income Tax Machine, so smoothly eating away at our substance the way it does? The answer lies by the acceptance of protectorate benefits the King is offering.[62]

The correct origin of the Citizenship problem (if *problem* is the word) lies back in the 1700's, not with Lucifer and his filthy little Gremlin Karl Marx, but with our own Fathers, back when our Founding Fathers created the Constitution, a document that warrants your objective evaluation, because our Founding Fathers gave the King just too much jurisdiction:[63] No explicit and blunt restrainments were made against the circulation of paper currency media; no provision for the Bill of Rights restrainments to operate irrespective of impending technology that otherwise alters factual settings not originally contemplated when the Bill of Rights was drafted;[64] and then the Framers gave the King the blank check to nail Citizens to the wall as taxable objects, a situation that did not exist with the *Articles of Confederation*:

> "Both the States and the United States existed before the Constitution. The people, through that instrument, established a more perfect union by substituting a national

> Government, acting, with ample power, directly on the Citizens, instead of the confederate Government, which acted with powers, greatly restricted, only upon the States."[65]

Notice how the Federal Government now operates with *ample power directly on the Citizens*, which National Citizenship did not exist under the *Articles of Confederation*. Our Founding Fathers wanted a National Government, and so now we have got their largesse.[66]

*Question*: How does someone get rid of his Citizenship Contract without packing their bags and leaving the United States physically, as the King would like his little subjects to do?[67]

*Answer*: The same way one gets rid of any other contract.[68]

But lawyers throwing technical arguments at Federal Judges in Tax and Draft Protesting cases have never bothered to see Citizenship from the judicial trajectory of benefits and retained reciprocity expectations, so lawyers have never correctly handled Tax and Draft Protestors in counsel, and lawyers will continue to throw technical arguments at Judges [just like Tax Protestors] trying to explain why the King is wrong, until such time as the latent high powered juristic velocity instrument of Citizenship is identified for what it really is: A contract.[69]

As a point of beginning, contracts are entered into by the acceptance of benefits, and they are terminated by the explicit disavowal rejecting benefits [as I will explain later in the next section on Federal Reserve Notes]. And Citizenship is one of the most important contracts the Judiciary takes Notice of for purposes of perfecting taxation enstripment.[70] And so it is the explicit rejection of juristic benefits that will sever the adhesive reciprocal liability of King's Equity Jurisdiction that attaches itself invisibly to everyone else. So getting rid of your National Citizenship, while very important, is only a first step, and there are numerous other invisible contracts that you need to concern yourselves with, if you are to leave the Bolshevik Income Tax grab without leaving any lingering illicit Equity trail behind you.[71]

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**[1]** "The United States chose to base its tax jurisdiction on Citizenship from the inception of the Income Tax in 1913." - Citizenship as a Jurisdictional Basis for Taxation: Section 911 and the Foreign Source Income Experience by John Christie, 8 Brooklyn Journal of International Law 109, at 109 (1982).

Such a seemingly easy *statement* for someone to make, yet pulling

together all of the relevant factors on Citizenship is difficult because they are not all located in one single place; and there exists no simple, explicit, and blunt statement or Supreme Court ruling stating so. Yet when everything is assembled there is a large collection of Federal dribblings originating from disorganized *dicta* located in Court Opinions, Congressional enactments, and in Administrative *lex*, which when analyzed collectively as a whole, form a revealing picture of the surprises that Citizens are really in for.[return]

**[2]** The United States Supreme Court once drew a parallel between *Citizenship* and membership in an association so well, that it triggered my analogy to that of joining a Country Club:

> "... Each of the persons associated becomes a member of the nation formed by the association. He owes it allegiance and is entitled to its protection. Allegiance and protection are, in this connection reciprocal obligations. The one is a compensation or the other; allegiance for protection and protection for allegiance.
>
> "For convenience it has been found necessary to give a name to this membership. The object is to designate by title the person and the relation he bears to the nation. For this purpose the words "subject," "inhabitant" and "citizen" have been used, and the choice between them is sometimes made to depend upon the form of the Government.

Citizen is now more commonly employed, however, and as it has been considered better suited to the description of one living under a Republican Government, it was adopted by nearly all of the States upon their separation from Great Britain, and was afterwards adopted in the *Articles of Confederation* and in the Constitution of the United States. When used in this sense it is understood as conveying the idea of membership of a nation, and nothing more." - *Minor vs. Happersett*, 88 U.S. 161, at 166 (1874).

Here in *minor*, the Supreme Court relates Citizenship to an association; while I have chosen *Cointry Club* due to the easier relational image created by voluntarily joining an institution that offers special and unique benefits available to members only. Some of those special benefits offered are very important to some members (I have many stories to tell of business deals and business introductions made on golf courses), while to others, the Country Club is just a nice place to be for lunch. [return]

**[3]** This shift of burden originates with a slice of *lex* the King's

Scribes once enacted:

> "The following shall be nationals and Citizens of the United States at birth:
>
> 1) A person born in the United States, *and subject to its jurisdiction* thereof;" - Title 8, Section 1401 ["Nationality and Naturalization"]

Section 1401 then continues on with similar hooks planted into American Indians, Eskimos, persons born outside the United States, persons of unknown parentage, etc. Notice the phrase *and subject to its jurisdiction*; not all individuals born in the United States are automatically Citizens, so not all individuals born in the United States fall under the house jurisdiction of the King and his adhesive tentacles of Equity Jurisdiction. An Attorney General once said that:

> "... our Constitution, in speaking of *Natural-Born Citizens*, uses no affirmative language to make them such, but only recognizes and reaffirms the universal Principle, common to all nations, and as old as political society, that the people born in a country do constitute the nation, and, as individuals, are *Natural* members of the body politic.
>
> "If this be a true Principle, and I do not doubt it, it follows that every person born in the Country is, at the moment of birth, *prima facie* a Citizen; and he who would deny it must take upon himself the burden of proving some great disenfranchisement strong enough to override the "*Natural-Born*" right as recognized by the Constitution in terms the most simple and comprehensive, and without any reference to race or color, or other accidental circumstance.
>
> "That *nativity* furnishes the rule, both of duty and of right, as between the individual and the Government, is a historical and political truth so old and so universally accepted that it is needless to prove it by authority...
>
> "In every civilized Country, the individual is *born* to duties and rights, the duty of allegiance and the right to protection; and these are correlative obligations, the one the price of the other, and they constitute the all-sufficient bond of union between individual and his Country; and the Country he is born in is, *prima facie*, his Country. In most countries the old law was broadly laid down that this natural connection between the individual and his native country was perpetual; at least, that the tie was indissoluble by the act of the subject alone...

> "But that law of the perpetuity of allegiance is now changed..." [meaning Americans can dissolve the tie whenever they feel like it, a severance not possible under the old Britannic rule of Kings.] - Edward Bates, United States Attorney General, in ["Citizenship"], 10 Opinions of the Attorney General 382 at 394, [W.H. & O.H. Morrison, Washington (1868)]. [return]

**[4]** "Since the 14th Amendment makes one a Citizen of the state where ever he resides, the fact of residence creates universally recognized reciprocal duties of protection by the state and of allegiance and support by the Citizen. The latter obviously includes a duty to pay taxes, and their nature and measure is largely a political matter." - *Miller Brothers vs. Maryland*, 347 U.S. 340, at 345 (1954). [return]

**[5]** 347 U.S. 340, at 345 (1954). [return]

**[6]** For example, some states required that auctioneers possess licenses in the early 1800's, long before the 14th Amendment ever made its appearance. Joseph Story mentions this in III *Commentaries on the Constitution*, at page 483, ["Powers of Congress - Taxes"], (Cambridge, 1833). This little regulatory jurisdiction existed long before either the Civil War or any of the so called Reconstruction Amendments [the 13th, 14th and 15th Amendments] made their appearance; and since the States did not need the 14th Amendment then to enact regulatory jurisdictions, the States do not need the 14th Amendment to enact regulatory jurisdictions, and your relational status to the 14th Amendment is irrelevant in determining your attachment to regulatory jurisdictions. [return]

**[7]** When some folks emphasize the value to you of *prevention*, what they are also saying is that they realize that it is beneficial for folks to occasionally look up and ahead once in a while; and out of such a vision into the future, unpleasant circumstances can be deflected from making their appearance (the avoidance of a negative), as well as great and fabulous circumstances can and will come to pass (by planning for a positive). These reasons explain why an occasional glimpse into one's own future is very much an instrument for intellectual conquest and has such an alluring aura of mystique about it -- generating an atmosphere of success that intrigues *intellectuals* so much -- who go for all they can grab. Gremlins have taken cognizance of this high-powered look ahead instrument (also called *planning*), and have experienced impressive benefits from it:

> "As I have already pointed out, the true speculator is one who observes the future and acts before it occurs. Like a surgeon, he must be able to search through a mass of complex

> and contradictory details to [get to] the significant facts. Then, still like the surgeon, he must be able to operate coldly, clearly, and skillfully on the basis of the facts before him.
>
> "What makes this task of fact finding so difficult is that in the stock market the facts of any situation come to us through a curtain of human emotions. What drives the prices of stocks up or down is not impersonal economic forces or changing events but the human reactions to these happenings. The constant problem of the speculator or analyst is how to disentangle the cold, hard economic facts from the rather warm feelings of the people dealing with these facts.
>
> "Few things are more difficult to do. The main obstacle lies in disentangling ourselves from our own emotions." - Gremlin Bernard Baruch in Baruch: My Own Story, at 248 [Henry Holt and Company, New York (1957)].

On the following pages in this book [which is his autobiography], Bernard Baruch gives two stories from his business dealings exemplifying why and how he deemed it so extremely important to approach the task of fact finding free of emotions -- and the reason is because often the facts that are the answers to what we are searching for are not found where we thought they might be, and when the answers arrived they were not presented to us under circumstances that we thought we would be expecting. Since our emotions color our judgment constantly, merely controlling emotions until after we have been steeped with an enlarged basis of factual knowledge to exercise judgment on, then escalates dramatically the caliber of judgment that can be exercised. Gremlin Bernard Baruch, a looter *extraordinaire*, perhaps one of the greatest American business speculators of all time -- who started from scratch and would up controlling at one time a significant percentage supply of the world's silver -- concluded his second business example with some advice presented in the form of a *statement*:

> "Experts will step in where even fools fear to tread." - Bernard Baruch, id., at page 253

Why will experts step in where fools fear to tread? The answer lies in examining what characteristic separates the expert from the fool: Simple lack of factual knowledge, acquired in part experientially, which is often corrected in the future. Tax and Highway Contract Protestors searching for that elusive *silver bullet* out there will find it -- of all places -- resting with themselves; and they will also find, in an unexpected place, an institution functioning as an

accessory instrument offering them assistance to accomplish the most *noble* and *great* objectives that the mind can imagine -- an ecclesiastical institution that has always been there during your life, but whose potential beneficial significance was tossed aside and ignored due to overruling emotional intervention. Yes, *Overcoming your own emotions* is a difficult task as high-powered imp Bernard Baruch related so well to a setting involving the intense pursuit of commercial enrichment. Where there are difficult tasks, there also lies impressive benefits not otherwise obtainable; Celestial benefits whose reception then requires a forward glimpse into the future, now. Those Celestial Benefits will be acquired then through the correlative requisite behavioral changes made at the present time -- beneficial changes that cannot be made if that alluring look ahead glimpse into the future that *intellectuals* and imps appreciate the value of such much, was not made at the present time. When we make that look ahead glimpse into the future, we ask ourselves a *Question*: Do I really want to leave this Estate without replacement Covenants? [return]

**[8]** The way to correctly read Supreme Court rulings on 14th Amendment taxation questions is to keep an eye on what the 14th Amendment did in the area of restraining reciprocity expectations political jurisdictions created when throwing benefits at folks. The 14th Amendment prohibited double taxation, and no more. *Double taxation* is the layering of a plurality of taxes on the same economic asset or legal right by competing jurisdictions. In some factual settings, the jurisdiction to tax an economic asset actually belongs to several states, but should be conceded to only one State for the exercise of taxation jurisdiction. See *Jurisdiction to Tax under the Fourteenth Amendment* in Notes, 25 Georgetown Law Journal 448 (1937). [return]

**[9]** The extent to which Juristic Institutions should be restrained in the placement of tortious covenants within adhesive contracts heavily skewed towards Government like Citizenship, has been an article of discussion since the founding days of the Republic:

> "How in a Republican regime, is the supremacy of the private, self-regarding sphere in the life of each Citizen to be reconciled with the obligation of the People at large to perform the public-regarding duties of Citizenship? It is interesting that [James] Wilson did not propose to solve this problem by blinking at the magnitude of the apparent dilemma. More vividly even than Locke himself, Wilson stated his liberal creed that "domestic society," that is, the private social life of each individual, must be deemed intrinsically superior in dignity to all public matters, including Law and Government." - Stephen Conrad discussing the views of one of

> our Founding Fathers, in *Citizenship and Common Sense in James Wilson's Republican Theory*, 8 Supreme Court Review at 383 [University of Chicago Press, Chicago (1984)]. [return]

**[10]** The same frustrations and headaches that I have gone through trying to get at the very bottom of just what those specific benefits are that the King is offering to his Citizens, is the same frustration [if *frustration* is the word] that others have experienced in the past --because the definition of American Citizenship and the correlative concise presentation of the benefits of American Citizenship, simply does not exist. In a previous day and era, an Attorney General of the United States once expressed similar reservations:

> "Who is a Citizen? What constitutes a Citizen of the United States? I have often been pained by the fruitless search in our law books and the records of the courts, for a clear and satisfactory definition of the phrase *Citizen of the United States*. I find no such definition, no authoritative establishment of the meaning of the phrase, neither by a course of judicial decisions in our courts, nor by the continued and consentaneous action of the different branches of our political Government. For aught I see to the contrary, the subject is now as little understood in its details and elements, and the question as open to arguments and speculative criticism, as it was at the beginning of the Government. Eighty years of practical enjoyment of Citizenship, under the Constitution, have not sufficed to teach us either the exact meaning of the word, or the constituent elements of the thing we prize so highly." - Edward Bates, United States Attorney General ["Citizenship"], in 10 *Opinions of the Attorney General* 382 at 383 [W.H. & O.H. Morrison, Washington (1868)].

The reason why I have had such headaches getting to the very bottom of Citizenship is because the King's boys claim up tight and refuse to talk about this subject matter. A Deputy United States Attorney in the Department of Justice in Washington once turned me off but quick when I asked for a simple answer to a simple question: What are the benefits you give to American Citizens? When I once had a conversation with a Federal Judge, he went through muscular distortions in his face when I asked him the same simple question. They know exactly what we are up to, and they are not about to assist or facilitate our depriving them of revenue; a good snortation representing how Federal Judges think in this area was once penned by the Supreme Court:

> "The Citizen who fails to pay his taxes or to abide by the law safeguarding the integrity of elections deals a dangerous

blow to his country." - *Perez vs. Brownell*, 356 U.S. 44, at 92 (1958). [return]

Moments earlier in that conversation I had with the Judge, the Judge was friendly and spoke very knowledgeably about the location of Citizenship benefits [as well they should know the location of benefits because Federal Judges are steeped in benefit justification in those seminars of theirs], but now the atmosphere quickly chilled when I presented him with an explicit inquiry on the specific identification of Citizenship benefits, and the Judge very quickly terminated the conversation. Those benefits of Citizenship are all listed and neatly presented to Federal Judges in that *Bench Book* of theirs; this is important material for Federal Judges to know since the King deems it extremely important that Judges feel justified and comfortable *cracking* Protestors under the Citizenship Contract; and this is also the real meaning behind an occasional blurb emanating down from the bench that "you've accepted a benefit [snort!]." What few words the Judge is saying is a fractured piece of the total contract pie, as contracts are properly in effect whenever benefits offered conditionally [offered with a hook in them] were accepted by you; so the Judge's short blurb about accepting benefits is a reference to the fact that you are patently *black and white* wrong -- caught in the very act of contract defilement. But just because the Judge remains silent on the existence of the retained expectations of reciprocity that the King holds, and that a contract is in effect, does not annul the existence of the contract. Very rarely in life in any setting such as science, business, the law, or commerce, does anyone ever go into prolixitous elucidations when explaining error or justifying something. But the juristic contract is there, the explanation [or here in a Courtroom, the snortation] is optional, and the fact that the contract is invisible to you does not vitiate your liability when the contract comes up for review [a feature of Nature every single person who ever lived on the face of the Earth will become very well acquainted with at the Last Day]. [return]

**[11]** For example, in *United States vs. Matheson* [532 F.2nd 809 (1976)], the Second Circuit mentioned that some of those benefits received by a Mrs. Burns that were attributable to her United States Citizenship were the issuance of her Passport, the issuance of a license on her yacht by the United States Coast Guard, and the benefit of standing assistance offered by an American foreign diplomatic consular office, since she had registered as a Citizen with the United States Mission [although such registration is not necessary to trigger assistance of diplomatic consular offices when requested]. See *United States vs. Matheson*, id., at 819. Remember that the Law is always justified, and the acceptance of benefits, however flaky those

benefits are in substance, do correctly justify the King's retention of expectations of financial reciprocity. [return]

**[12]** There is no statute existing anywhere that presents a composite blended profile of all benefits inuring to Citizens of the United States. When searching through Congressional documents at just a Committee Hearing level, for perhaps some small list of benefits that may have slipped out here or there, the only discussion of benefits was characterizes as *Rights*, and then treated as a unitary subject [see *Citizens Guide to Individual Rights under the Constitution of the United States*, Subcommittee on Constitutional Rights, Committee on the Judiciary, United States Senate, 94th Congress, Second Session (October, 1970), which largely discusses those Clauses in the Constitution that restrain Government Tortfeasance (which although such restrainments are benefits in a sense, the restrainment of the King's own prospective Tortfeasance is not the character of benefits whose acceptance by Citizens enables expectations of reciprocity to operate on in the formation of juristic contracts)]. [return]

**[13]** For certain limited purposes, Federal Judges view the Constitution in its aggregate as being a collection of senior statutes, differing only from ordinary statutes in the sense that the Constitutions's pronouncements are more tactically difficult to enact and repeal. [return]

**[14]** For example, one of the judicially defined benefits of American Citizenship is the right to sue and be sued in Federal and State Courts in the United States:

> "George Bird... [having]... fulfilled the conditions which, under law enacted by Congress, entitle him to all the rights, privileges, [benefits,] and immunities of Citizenship. He is a Citizen of the United States, and entitled, equally with all other Citizens, to make lawful use of his own property, and to prosecute and defend in the courts of this state and in the courts of the United States actions affecting his legal rights with respect to property, and to make [commercial] contracts [I will discuss this later]..." - *Bird vs. Terry*, 129 Federal 472, at 477 (1903).

With the right to sue and be sued in Federal and State Courts being a benefit to Citizens, now the following cryptic words in the Civil Rights statutes [giving Blacks Citizenship benefits that only Whites enjoyed before the Civil War], now come alive with meaning: "Equal Just under the Law:

> "All persons within the jurisdiction of the United States

> shall have the same right in every State and Territory to make and enforce contracts [I will discuss this very important benefit later], *to sue, be parties, give evidence*, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white Citizens..." - Title 42, Section 1981 ["Civil Rights"] (1870).

Notice how the use of the Courtroom as an instrument of Government to sue someone with is deemed to be a benefit -- and yes, it is a benefit; the absence of which would place a lot of Protestors out of business. But the King offers out his benefit with latent hooks of reciprocity adhesively attached thereto; just like fish thinking that they have finished their evening meal by swallowing that attractive piece of meat over there, unknown to the fish is the fact that an invisible hook awaits whoever goes after that bait. So now let us continue on with Section 1981: Having defined some benefits, now the King's Scribes plant the hook of reciprocity for those who swallow and accept the King's benefits:

> "[those Blacks, now turned Citizens, as just mentioned above]... shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and no other." - The balance of Title 42, Section 1981.

Yes, Citizenship is a Contract: Juristic benefits are offered with latent hooks of reciprocity lying in wait for those who have silently accepted the King's benefits. And Tax and Draft Protestors will continue to loose, and will continue to snicker at the wrong people [hard working Judges] in total error, when the fact of the matter is that it is their boosting of their Citizenship status which is in fact the very juristic contract that the Federal Judges use to *crack* Protestors with.

...The benefit of Citizenship allowing those *Persons* to sue in Federal Courts once surfaced in *Hammerstein vs. Lyne* as a jurisdictional question, since one of the statutes in Title 28 confers jurisdiction to Federal District Courts to hear diversity cases involving *Citizens* in different States:

> "In order to give jurisdiction to the Courts of the United States, the Citizenship of the party must be founded on a change of domicile and permanent residence in the State to which he may have removed from another State. Mere residence is *prima facie* evidence of such change, although, when it is explained and shown to have been for temporary purposes, the presumption is destroyed." - *Hammerstein vs. Lyne*, 200

Federal 165, at 169 (1912). [return]

**[15]** See *Enfranchisement and Citizenship* by Edward J. Pierce [Roberts Brothers, Boston (1896) {Harvard University, *Widener Library*, Cambridge, Massachusetts}]. Even many of the covenant terms of the Country Club Contract and the Citizenship Contract are identical. For example, Country Clubs rarely admit people into membership positions unless that person is of age, so either all Country Club Members are generally assumed to have the elective franchise to turn over house management, or some type of junior Membership is created for young dependent offspring. Citizenship does differ; there was once a time in the United States when a large body of Citizens were denied the benefit of elective franchise rights, back before Women's Sufferrage matured:

> "Again, women and minors are Citizens of the [various States], and also of the United States; but they are not electors, nor are they eligible to office, either in those States or in the United States." - Caleb Cushing, Attorney General of the United States, ["Chickasaw Constitution"] in 8 *Opinions of the Attorney General* 300, at 302, [R. Farnham, Washington (1858)].

Yes, the elective franchise, together with the right to hold government offices, is deemed to be one of the many benefits inuring to Citizens, even though not all Citizens universally enjoy such benefits. [return]

**[16]** When I read about this benefit in a Supreme Court Case, my mind was reading it if it were, or could possibly be converted into, a specific duty on the part of the Marshals -- which is the way the wording was written; later a Federal Judge once disputed this with me in part, stating that United States Marshals owe no American any protective duty specifically [meaning that if the Marshals default in protecting Citizens, then the Marshals have no reciprocal liability inuring in return to Citizens in favor of Breach of Contract damages or perhaps negligence on their part; this means that if you request the Marshals' services and the Marshals mess up for some reason, then you are without recourse to sue them for damages]. In reading all of the Federal statutes on Citizenship and of the United States Marshals, there is no exact statute anywhere which binds the Marshal, or otherwise creates such a duty, to specifically protect you, yet their protectorate services are deemed to be a benefit by Federal Judges. [return]

**[17]** "The people of the United States resident within any State are subject to two Governments; one State, and the other National; but

there needs be no conflict between the two... It is the natural consequence of a Citizenship, which owes allegiance to two sovereignties, and claims protection from both. The Citizen cannot complain, because he has voluntarily submitted himself to such a form of Government. He owes allegiance to the two departments, so to speak, and within their respective spheres must pay the penalties which each exacts for disobedience to its laws. In return, he can demand protection from each with its own jurisdiction." - *United States vs. Cruikshank*, 92 U.S. 542, at 550 (1875).

And so the King needs some bouncers to justify his claim of protecting Citizens. [return]

**[18]** To this extent, United States Marshals are somewhat like the old Roman Centurions, who protected Roman Citizens from murder and other dangers originating from attack Gremlins:

> "... the ruling power at Rome, whether Republican or imperial, granted, from time to time, to communities and to individuals in the conquered East, the Title of *Roman*, and the rights of Roman Citizens.
>
> "A striking example of this Roman naturalization, of its controlling authority as a political law, and of its beneficent power to protect a persecuted Citizen, may be found in the case of Saint Paul, as it is graphically reported in the *Acts of the Apostles*. Paul, being at Jerusalem, was in great peril of his life from his countrymen... who accused him of crimes against their own law and faith, and were about to put him to death by mob violence, when he was rescued by the commander of the Roman troops, and taken into a fort for security. [Paul] first explained, both to the Roman officer and to his own countrymen, who were clamoring against him, his local status and municipal relations; that he was... of Tarsus, a natural born Citizen, of no mean city, and that he had been brought up in Jerusalem, in the strictest manner, according to the law and faith of his fathers. But this did not appease the angry crowd, who were proceeding with great violence to kill him. And then:
>
> "the Chief Captain [of the Jews] commanded that he be brought into the castle, and bade that he should be *examined by scourging*, that is, tortured to enforce confession.
>
> "And as they bound him with thongs, Paul said unto the Centurion that stood by, `Is it lawful for you to scourge a man that is *a Roman and uncondemned*?' When the Centurion

heard *that*, he went out and told the Chief Captain, saying, take heed what thou doest, *for this man is a Roman*. Then the Chief Captain came and said, `Tell me, art thou a *Roman*?' [Paul] said yea; and the Chief Captain said, `With a great sum obtained I *this freedom*.' And Paul said, `But I was *free born*.' Then straightaway *they* departed from him which should have examined him. And the Chief Captain also was afraid, after he knew that [Paul] was a *Roman*, and because [Paul] had *bound him*."

"Thus Paul, under circumstances of great danger and obloquy, asserted his immunity, as "a Roman unCondemned," from ignominious constraint and cruel punishment, a constraint and punishment against which, as a mere provincial subject of Rome, he had no legal protection. And thus the Roman officers instantly, and with fear, obeyed the law of their country and respected the sacred franchise of the Roman Citizen.

"Paul, as we know by this record, was a natural born Citizen of Tarsus, and as such, no doubt, had the municipal freedom of that city; but that would not have protected him against the throngs and the lash. How he became a Roman we learn from other historical sources. Caesar granted to the people of Tarsus (for some good service done, probably for taking his side in the war which resulted in the establishment of the Empire) the title of Roman, and the freedom of Roman Citizens. And, considering the chronology of events, this grant must have been older than Paul; and therefore he truly said *'I was free born'* - a free Citizen of Rome, and as such exempt by law from degrading punishment.

"And this immunity did not fill the measure of his rights as a Citizen. As a Roman, it was his right to be tried by the Supreme Authority, at the Capital of the Empire. And when he claimed that right, and appealed from the jurisdiction of the provincial governor to the Emperor of Rome, his appeal was instantly allowed, and he was remitted to `Caesar's judgment'." - Edward Bates, United States Attorney General, in ["Citizenship"], 10 Opinions of the Attorney General 382 at 392, [W.H. & O.H. Morrison, Washington (1868)]. [return]

**[19]** Other benefits offered to American Citizens by the King [and Federal Judges know this, so we should too] is financial assistance to American Citizens returning from foreign countries. In Title 42, Section 1312, the Secretary of State is authorized to provide temporary assistance to Citizens and to dependents of those Citizens, if they have returned to the United States in a state of destitution

resulting from war, threat of war, invasion, or some other crisis some Gremlin pulled off somewhere. Another benefit offered to American Citizens is the protection of the United States Government when travelling abroad; this service is provided through foreign diplomatic consular offices. Our family has businesses in other parts of the globe, and whenever we have made phone calls to the American Embassy for assistance, they have always sent out someone immediately. In Title 22, Section 1731 ["Protection of Naturalized Citizens Abroad"], the King has decreed that *Persons* who have become naturalized Citizens are entitled to this same benefit of protection assistance in foreign lands, both for themselves and their property while over there. In Title 22, Section 1732, the President of the United States is under a specific duty to first inquire of foreign governments and then offer assistance whenever an American is incarcerated abroad. See:

- *Citizenship* by Edward Borehard, Thesis [Columbia University, New York (1914)], discussing the diplomatic protection of American Citizens abroad; refers to the *American Journal of International Law* for July, 1913.
- United States Department Publication, *The Right to Protect Citizens in Foreign Countries by Landing Forces* [Second Edition, GPO (October 5, 1912)] {Harvard University, *Widener Library*, Cambridge, Massachusetts}, contains a chronological listing of the occasions in which the Government has taken action on behalf of American Citizens up to 1912. [return]

**[20]** The word *Citizen* appears four times in the 14th Amendment; some are in reference to Citizens of the United States, and others are in reference to Citizens of the several States. There is a Citizenship Clause in the 14th Amendment pertaining to the benefits [a *Right* is also frequently a benefit] enjoyed by Citizens of the States in relationship to the benefits enjoyed by Citizens of other States. Called the *Privileges and Immunities Clause*, this Clause has generated a large volume of Court Cases. See:

- *The Privileges and Immunities of Citizens in the Several States,* 1 Michigan Law Review 286 (1902);
- Roger Howell in *Citizenship - The Privileges and Immunities of State Citizenship* [John Hopkins Press, Baltimore (1918)];
- Arnold J. Lien in *Privileges and Immunities of Citizens* [Columbia University Press, New York (1913)].[return]

**[21]** Another line of foolishness some folks propagate is that, just somehow, there is a relationship in effect between Social Security and legal liability for the National Military Draft. In propagating this line, these people suggest the view that Draft Protestors are burning the wrong card, that is, that Draft Resisters should be burning their

Social Security Card. This line of reasoning is defective, as the United States has been successfully drafting Citizens into military service in World War I, long before FDR's Rockefeller Cartel sponsors in New York City presented the wealth transfer grab of Social Security to America through their imp nominees in Washington in the 1930's; just like the United States had been successfully collecting taxes on Income during the Civil War, before the 14th or 16th Amendments ever made their appearance. See the *Selective Draft Cases*, 245 U.S. 366 (1917), for rulings on Draft Protestors in World War I. And speaking of the draft, there is nothing immoral about the draft, either. Reason: There is a very reasonable and even *quid pro quo* exchange of reciprocity going on that the Draft Protestors don't see. If you examine the benefits American Citizens accept above, one of them is "the protection of the United States Marshals." Since the King is risking the physical security of his bouncers to protect you [yes, and unlike your local Police Department, the Marshals will not snort at you when you request their security benefits], then would someone please explain to me what is unreasonable about the King asking in return for the male Citizenry to risk their physical security to protect the King's kingdom?

> "The very conception of a just Government and its duty to the Citizen includes the reciprocal obligation of the Citizen to render military service in case of need and the right to compel it." - *Selective Draft Cases*, 245 U.S. 366, at 378 (1917).

The reason why the obligation is reciprocal is because the King is first offering to you the protectorate services of his bouncers. The reciprocal and contractual nature of Citizenship is recognized in Congress as such. When debates on the proposed 14th Amendment transpired in the Senate, Senator Trumbull stated his understanding that:

> "This Government... has certainly some power to protect its own Citizens in their own country. Allegiance and protection are reciprocal rights." - *Congressional Globe*, 39th Congress, 1st Session, at page 1757 (1866). [return]

**[22]** This is not exactly the type of a talk a Tax Protestor wants to hear, but there are many folks operating on Protestor caliber who arrive at similar defective conclusions of law that their philosophy is beckoning to hear. [return]

**[23]** "Citizens are members of the political community to which they belong. They are the people who compose the community, and who, in the associated capacity, have established or submitted themselves to the

dominion of a Government for the promotion of their general welfare and the protection of their individual, as well as their collective rights. In the formation of a Government, the people may confer upon it such powers as they choose. The Government, when so formed, may, and when called upon should, exercise all the powers it has for the protection of the rights of its Citizens and the people within its jurisdiction; but it can exercise no other. The duty of a Government to afford protection is limited always by the power it possesses for that purpose." - *United States vs. Cruikshank*, 92 U.S. 542 (1875).[return]

**[24]** "Income taxes are a recognized method of distributing the burdens of Government, favored because requiring contributions from those who realize current pecuniary benefits under the protection of the Government, and because the tax may be proportioned to their ability to pay." - *Shaffer vs. Carter*, 252 U.S. 37, at 51 (1919). [return]

**[25]** Although there are 115 Sections of *lex* where the root word *Citizen* appears in Title 26, when considered as a whole they only inferentially suggest that the *Citizenship Contract* is the primary center of gravity for federal taxation liability attachment purposes. For example, some of these are:

- Section 63 ["Taxable Income Defined"];
- Section 303 ["Distributions in redemption of stock to pay death taxes"];
- Section 407 ["Certain employees of domestic subsidiaries engaged in business outside the United States"];
- Section 861 ["Income from sources within the United States"];
- Section 864 ["Definitions"];
- Section 871 ["Tax on nonresident alien individuals"];
- Section 872 ["Gross Income"];
- Section 883 ["Exclusions from gross income"];
- Section 906 ["Nonresident alien individuals and foreign corporations"];
- Section 911 ["Citizens or residents of the United States living abroad"];
- Section 932 ["Citizens of possessions of the United States"];
- Section 933 ["Income from sources within Puerto Rico"];
- Section 1302 ["Definition of averagable income"];
- Section 1444 ["Withholding on Virgin Islands source income"];

- Section 1491 ["Imposition of tax"];
- Section 2002 ["Liability for payment"];
- Section 2037 ["Transfers taking effect at death"];
- Section 2039 ["Annuities"];
- Section 2045 ["Prior interests"];
- Section 2053 ["Expenses, indebtedness, and taxes"];
- Section 2101 ["Tax imposed"];
- Section 2104 ["Property within the United States"];
- Section 2107 ["Expatriation to avoid tax"];
- Section 2208 ["Certain residents of possessions considered Citizens of the United States"];
- Section 3121(e) ["State, United States, and Citizens"];
- Section 6854 ["Failure by individual to pay estimated income tax"];
- Section 7325 ["Personal property valued at $2,500 or less"];
- Section 7408 ["Action to enjoin promoters of abusive tax shelters..."];

See also Title 42:

- Section 410 ["Definitions relating to employment"];
- Section 411 ["Definitions relating to self-employment"];
- Section 8143 ["Definitions"]. [return]

**[26]** For purposes of collecting an *Estate Tax*, the statutes in Title 26 are blunt and clear that *Citizens* must pay:

> "A tax is hereby imposed on the transfer of the taxable estate of every decedent who is a Citizen or resident of the United States." - Title 26, Section 2001 ["Imposition and Rate of Tax"]. [return]

**[27]** The Code is divided into 50 titles or *Parts*, which do not always correlate to statutory Titles. For example, Title 26 *United States Code* pertains to *Taxation*, and the corresponding Part of CFR that also pertains to *Taxation* is Volume 26; however, Title 50 *United States Code* deals with *War and National Defense,* while CFR Part 50 deals with *Wildlife and Fisheries*. [return]

**[28]** 44 United States Code 1507. [return]

**[29]** 44 United States Code 1510. [return]

**[30]** 26 CFR 1.0-1(b) and 1.0-1(c); (1985). [return]

**[31]** What we view as Citizenship *Duties* are, when view from the King's perspective, his expectations of reciprocity. A private commentator once expressed some ideas regarding the "sale" of the duties of Citizenship to other parties, by asking the question: Should Citizens be able to contract out to others their required reciprocal services?

Under the concept of inalienable duties [*inalienable* meaning that they cannot be transferred], Government requires certain actions of its Citizens and forbids the transfer of these duties to others. For example, calls for Voters, Jury Service, and Military Enlistment are based on the invisible contract attachment of Citizenship, and are, at the present time, inalienable.

*Voters*: In some foreign countries, like Australia, voting liability cannot be transferred to others -- but is mandatory under fines [see H. Emy in *The Politics of Australian Democracy: Fundamentals in Dispute*, at page 596 et seq. (2nd Edition, 1978)]. In a sense, Government has set a price for not voting; so theoretically, by inverse reasoning, Citizens should also be able to set a price and buy their way out of not voting by selling their right to others [there is not a lot of difference between paying Government not to vote and paying someone else to vote on your behalf].

*Soldiers and Jurors*: The arguments for selling jury duty is slightly different because the higher standards necessarily exclude many Citizens from serving, but even the qualified sale of a call to serve on a jury is appropriate for private negotiation. Military enlistment in the United States was once up for sale, i.e., the draft was an *Alienable* [transferable] duty. During the United States Civil War, draftees for both the North and the South could buy their way out of the draft, or buy a substitute; so the net effect was a military infantry consisting of a volunteer army financed by wealthy draftees instead of Taxpayers. While soldiers may have ended up being paid the opportunity cost of enlistment, the Government is planning its military activity was not required to take these opportunity costs into account. The reason why this interesting system broke down is because in the North, several municipalities and States intervened by appropriating money to enable destitute folks to buy their way out and then began to pay bounties to enlistees. In the South, the purchase of substitutes was heavily criticized and was abolished soon after it was begun, as the howling of *unfairness* ascended into Legislatures [see E. Murdock in *Patriotism Limited*: 1862-1854: *The Civil War Draft and the Bounty System* (1967)]. See generally *Inalienability and the Theory of Property Rights* ["Inalienability and Citizenship"], 85 Columbia Law

Review 931, at 961 (1985). [return]

**[32]** I have decided to list each of the *Parts* of the 1985 *Code of Federal Regulations*, since in this way a quick glimpse starts to uncover the wide-ranging extent of impressive Federal Benefits that Federal Judges have had all neatly tied up in a bundle and handed to them in that *Bench Book* of theirs:

- Part 1: General Provisions;
- Part 2: [Reserved];
- Part 3: The President -- Proclamations, Executive Orders;
- Part 4: General Accounting Office;
- Part 5: Federal Administrative Personnel;
- Part 6: [Reserved];
- Part 7: Agriculture -- price supports, inspections, counseling benefits;
- Part 8: Aliens and Nationality [Citizenship];
- Part 9: Animal and Animal Products, Plant and Health inspections;
- Part 10: Nuclear Regulatory Commission;
- Part 11: Federal Elections;
- Part 12: Banks/Banking -- FDIC, Import-Export Bank and other handouts to looters;
- Part 13: Business Credit & Assistance -- SBA, Economic Development Administration;
- Part 14: FAA, Aviation, Department of Transportation;
- Part 15: Commerce and Foreign Trade;
- Part 16: Federal Trade Commission -- Regulatory intervention on behalf of consumers;
- Part 17: Commodities and Securities Exchanges -- Regulatory intervention;
- Part 18: Conservation of Power and Water Resources -- Federal Regulatory Commission, Department of Energy;
- Part 19: Customs, Duties -- United States Customs Service;
- Part 20: Food and Drug -- FDA and related inspections;
- Part 21: Employee's Benefits -- Railroad Retirement Board, Office of Workman's Compensation;
- Part 22: Foreign Relations -- United States International Development Cooperation Agency and related pipelines to looters;

- Part 23: Highways -- Federal Highway Administration;
- Part 24: Housing and Urban Development;
- Part 25: Indians -- Bureau of Indian Affairs; grants and counseling;
- Part 26: Internal Revenue;
- Part 27: Alcohol, Tobacco, and Firearms -- regulatory intervention;
- Part 28: Judicial Administration -- Federal Prisons (concentration camps);
- Part 29: Department of Labor -- grants and handouts;
- Part 30: Mineral Resources -- Mine Safety regulations --Inspections;
- Part 31: Money and Finance -- Treasury;
- Part 32: National Defense -- Contract administration;
- Part 33: Marine Navigation & Navigable Waters;
- Part 34: Education -- Grants to colleges, bilingual education, vocational training;
- Part 35: Panama Canal;
- Part 36: Parks, Forests, and Public Lands;
- Part 37: Patents, Trademarks, and Copyrights;
- Part 38: Pensions, Bonuses, Veteran's benefits -- Veteran's Administration;
- Part 39: Postal Service;
- Part 40: Environmental Protection regulatory matters;
- Part 41: Public Contracts and Property Management;
- Part 42: Public Health -- Health care grants, Hospital enrichment;
- Part 43: Public Land and Interiors -- Secretary of the Interior, related infrastructure;
- Part 44: Federal Emergency Management Agency (a Gremlin's dream come true);
- Part 45: Public Welfare -- Office of Family Assistance and Child Support;
- Part 46: Shipping -- Coast Guard Services;
- Part 47: Telecommunications -- FCC regulatory intervention;
- Part 48: Federal Acquisition Regulatory System -- Federal Procurement;

- Part 49: Transportation;
- Part 50: Wildlife and Fisheries -- Department of the Interior -- fishing, hunting in National Forests, wildlife management. [return]

**[33]** "... the phrase "subject to the jurisdiction" relates to time of birth, and one not owing allegiance at birth cannot become a Citizen save by subsequent naturalization, individually or collectively. The words do not mean merely geographical location, but `completely subject to the political jurisdiction'." - *Elk vs. Wilins*, 112 U.S. 94, at 102 (1884).[return]

**[34]** The most predominate ways that an individual can become subject to the jurisdiction of the United States is by:

1. Violating a law the Government is authorized to prosecute (counterfeiting, bank robbery, treason, etc.);
2. Be employed by the Federal Government;
3. Apply for its privileges, or accept its benefits;

See generally:

- John H. Hughes in *The American Citizen -- His Rights and Duties* [Pudney & Russell, New York (1857)];
- Luella Gettys in *The Law of Citizenship in the United States* [University of Chicago Press, Chicago (1934)];
- Albert Brill in *Ten Lectures on Citizenship* [Ascendancy Foundation, New York (1938)];
- David Josiah Brewer in *Yale Lectures on the Responsibility of Citizenship -- Obligations of Citizens* [C. Scribner's Sons, New York (1907)];
- Imp Charles Beard in *American Citizenship* [MacMillian, New York (1921)];
- Editors, *United States Citizenship* "Rights and Duties of an American" [American Heritage Foundation, New York (1948)];
- Nathan S. Shaler in *Citizenship* "The Citizen -- A Study of the Individual and the Government" [A.S. Barnes & Company, New York (1904)];
- Melvin Risa in *Citizenship* "Theories on the Obligations of Citizens to the State," Thesis, [University of Pennsylvania, Philadelphia (1921)];
- Ansaldo Ceba in *Citizenship* "Rights, Duties, and Privileges of Citizens" [Paine & Burgess, New York (1845)]. [return]

**[35]** Yes, benefits are the key to lock yourself into state and federal

taxation webs:

> "... it is essential in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws." - *Hansen vs. Denckla*, 357 U.S. 235, at 253 (1957); [A state taxation jurisdiction question Case]. [return]

**[36]** George A. Smith, from a discourse delivered in the Tabernacle, Salt Lake City, on November 29, 1857; 6 *Journal of Discourses* 84, at 85 (London, 1859). [return]

**[37]** I am not aware of any Federal statute anywhere that comes right out in the open and explicitly correlates the benefits of Citizenship with the reciprocal duties and liabilities all participants in that contract encumber themselves with; however, on a parallel tangent, but there is an interesting slice of *lex* in the Civil Rights Statutes which announces a similar theme of benefits and duties, which I mentioned in two fragments:

> "All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by White Citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and no other." - Title 42, Section 1981 ["Civil Rights"] (enacted May, 1870).

Multiple Tax Protestors have taken notice of this statute, and have used it to try and argue that this Section 1981 conveys jurisdiction to Federal District Courts for hearing *protesting* grievances arising out of Title 26; for example, see the jurisdictional arguments in:

- *Snyder vs. IRS*, 596 F.Supp. 240 (1984);
- *Cameron vs. IRS*, 593 F.Supp 1540 (1984) [appeal published in 773 F.2nd 126 (1985)];
- *Young vs. IRS,* 596 F.Supp. 141 (1984).

Title 26 was deliberately designed by its draftsmen in Congress to convey only that thin, tiny, minimum sliver of jurisdiction to Federal District Courts that was necessary to hear grievances initiated by the King's Agents, seeking the enforcement of taxes, penalties, assessments, injunctions, summonses, etc.; Title 26 does not offer, and was not intended to offer, a good source of statutes invoking Federal District Court jurisdiction to either abate or remedy the

naked Torts or contractual errors of IRS termites. Tax Protestors might want to emulate the *Modus Operandi* of Federal Judges when dealing with a Title 26 related grievance, and invoke the 16th Amendment as a source of jurisdiction for their District Court Kingdom, which Federal Judges quietly do [nowhere in the 16th Amendment do the words *Jurisdiction, District Court,* or *Convey* appear anywhere, but pesky little deficiency impediments like that are not about to stop Federal Judges]. [return]

**[38]** Your right to walk away from the Citizenship Contract, any time you feel like it, is absolute [see 9 *Opinions of the Attorney General* 356 ["Right of Expatriation"] (1859)], and you don't need to follow Federal Statutes on Expatriation (the King wants all pesky little tax avoidance oriented expatriators to physically leave the United States, and then surrender their Passport to a foreign consular office [meaning that you will be prevented from re-entering the United States]; see Title 26, Section 2107 and the Expatriation statutes in the King's Title 8 *lex*). Meanwhile, the King has no right in his statutes to force the unwanted acceptance of juristic benefits, and silence in his statutes on administrative procedures to go through to explicitly disavow such benefits does not vitiate or negate this standing right of rejection.

> "There is a principle or theory in nations of Europe that if allowed to be enforced [here in the United States] destroys the quality of absolute American Citizenship. There is not a civilized nation that does not in some form recognize the right of a person to change his domicile or expatriate himself. The doctrine of perpetual allegiance is derived from the Dark Ages, the time when Governments were maintained for the benefit of rulers and not for the people. Sovereigns were everything; subjects were nothing." - Congressman Norman Judd of Illinois on the Floor of the House of Representatives, *Congressional Record*, 40th Congress, 2nd Session, page 7 (December 2, 1867).

Just as pig Sovereigns in the Dark Ages demanded that Citizens could not walk away from allegiance to his kingdom for any reason, so too by corollary, should Federal Judges start to deem the acceptance of Federal benefits as being mandatory and non-waivable, then our reciprocation will be on terms our Founding Fathers taught us so well: The kind of terms that leave a lingering scent of nitrates in the air downwind from the Federal Buildings where they all went to work synchronously.[return]

**[39]** If in fact Citizenship is the dominate invisible contract that Federal Judges are using as *Benefit Acceptance* justification to

adhesively hold the *lex* of Title 26 to folks -- then there necessarily rises to our attention another question. In 1939, Congress enacted the *Public Salary Tax Act*, designed to waive the benefits inuring to Federal Employees of a long-standing doctrine in the United States Supreme Court that prohibits the taxation of Federal instrumentalities by the several States, and *vice-versa* -- called the *Intergovernmental Immunity Doctrine.*

> "What limitations does the Federal Constitution impose upon the United States in respect of taxing instrumentalities and agencies employed by a State and, conversely, how far does it inhibit the States from taxing instrumentalities and agencies utilized by the United States, are questions often considered here. [Cases deleted].
>
> "The Constitution contemplates a national Government free to use its delegated powers; also state Governments capable of exercising their essential reserved powers; both operate within the same territorial limits; consequently the Constitution itself, either by word or necessary inference, makes adequate provision for preventing conflict between them.
>
> "Among the inferences which derive necessarily from the Constitution are these: No State may tax appropriate means which the United States may employ for exercising their delegated powers; the United States may not tax instrumentalities which a State may employ in the discharge of her essential governmental duties -- that is, those duties which the Framers intended each member of the Union would assume in order adequately to function under the form of Government guaranteed by the Constitution." - *Helvering vs. Therrell*, 303 U.S. 218, at 222 (1937).

The Constitution nowhere states that the Congress is barred from taxing State Employees, or that the States are barred from taxing Federal Employees; yet the Supreme Court held in *Collector vs. Day* that the salary of a State Officer is immune from Federal income taxation:

> "That the taxing power of the Federal Government is nevertheless subject to an implied restriction when applied to State instrumentalities was first decided in *Collector vs. Day*, 11 Wallace 113, where the salary of a state officer, a probate judge, was held to be immune from Federal income tax. The question there presented was not one of interference with a granted power in a field in which the Federal Government is

> supreme, but a limitation by implication upon the granted Federal power to tax." - *Helvering vs. Gerhardt*, 304 U.S. 405, at 414 (1937).

So even though Federal Employees cannot be taxed under this immunity doctrine, the Congress enacted the *Public Salary Tax Act* to waive the immunity its employees would otherwise enjoy; The Congress wanted to make sure that their help was paying the freight like everyone else:

> "Federal Employees... too, should contribute to the support of their State and local Governments to the same extent as private Employees... Employees of Governments receive all the benefits of Government which their fellow Citizens do, and consequently they should also bear their fair share of its costs." - *Senate Report* #112 ["Public Salary Tax Act"], 76th Congress, First Session, at 4 (February, 1939).

And perhaps the Congress was also expecting some reciprocity back in return from the States:

> "The statute construed in *Collector vs. Day* afforded no reciprocal right to the States to tax the salaries of Federal Employees. In this respect, it might be said to be discriminatory against the States. The proposed legislation does permit the States to tax Federal Salaries." - *Senate Report #112* ["Public Salary Tax Act"], 76th Congress, First Session, at 8 (February, 1939).

After it was enacted, this *Public Salary Tax Act* read that:

> "The United States consents to the taxation of pay or compensation for personal service as an office or employee of the United States..." - Title 4, Section 111 ["Public Salary Tax Act"] (revised September, 1966).

Tax Protestors reading this statute from the perspective that only Federal Employees Are *Persons* liable for the Title 26 tax are in error. This Act only means that *Intergovernmental Immunity* is waived and that the States can tax the salaries of Federal Employees, and no more. But where did the Congress initially become so disabled from taxing State employees?

> "The Constitution contains no express limitation on the power of either a State or the national Government to tax the other, or its instrumentalities. The doctrine that there is an implied limitation stems from *McCulloch vs. Maryland* [4 Wheat 316], in which it was held that a State tax laid specifically upon the privilege of issuing bank notes, and in

> fact applicable alone to the notes of national banks, was invalid since it impeded the national Government in the exercise of its power to establish and maintain a bank, implied as an incident to the borrowing, taxing, war, and other powers specifically granted to the national Government by Article 1, Section 8 of the Constitution." - *Helvering vs. Gerhardt*, 304 U.S. 405, at 411 (1937).

[That's right, you *Federal Reserve Protestors* out there: Your arguments on the unConstitutionality of the Federal Reserve System and its circulating notes, based on the monetary disabilities present in Article 1, Sections 8 and 10, even though factually correct of and by themselves, are only a very small part of the larger jurisdictional pie our King has to justify his juristic banking creations. I would like to see a Protestor try and argue the unConstitutionality of the Fed based on the full panoply of its sources of jurisdictional fuel: The *Borrowing Power* to contract for debts, the *War Powers* to defend the United States, the *Taxation Powers* resident in Article 1, Section 8, and the regulation of *Commerce Power* also in Article 1, Section 8, etc. You Protestors can't do that as there are no countermanding arguments for some of those sources of jurisdictional fuel, and so now the end result is exactly what Federal Judges correctly rule to be so down to the present day: That the Federal Reserve System, Gremlins and all, is in fact Constitutional.]

*Question:* So, if Citizenship is the contract operated on by Federal Judges, then why will Federal Judges simply not refer over to the Citizenship contract as overruling justification to tax Governmental Employees?

The Answer lies in the fact that *Citizenship* is an implied contract created and structured largely by statutory devices; as an implied contract [meaning not expressly negotiated and individually written down], Citizenship can only fill the vacant contours that are left open by other premier boundary line restrainments of a higher priority. Here we have a fundamental intergovernmental immunity doctrine related to that granddaddy Itself: *Sovereign Immunity*. Under this *Intergovernmental Immunity Doctrine*, Federal and State instrumentalities are pre-emptively disabled from even asking for any taxation reciprocity back in return from each other -- even though Federal juristic benefits were accepted by a state employee in *Collector vs. Day*, and an implied taxation contract was in effect. Remember that the Congress is operating on a limited profiled slice of multiple jurisdictional assignments; the Congress is pre-emptively disabled from pulling off many things in the *Bill of Rights* that requires either a Commercial Contract or individually negotiated contract consent to overrule. The Corpus of the Constitution also

pre-emptively disables the Congress from asking for taxation reciprocity back in return for important Commercial benefits accepted in Article 1, Section 9 ["No Tax or Duty shall be laid on Articles exported from any State"], even though those articles destined for foreign nations were very much the product of otherwise taxable *Interstate Commerce*. The right of taxation, where it does exist, is necessarily unlimited in its nature: "... the right of taxation, where it exists, is necessarily unlimited in its nature." - *McCray vs. United States*, 195 U.S. 27, at 57 (1903).

But as unlimited as it is in some areas, the right of taxation does not exist everywhere; [*Evans vs. Gore* mentions the existence of a class of "... excepted subjects," 253 U.S. 245, at 261 (1920)] -- so not everyone to whom benefits are thrown at are automatically liable for the reciprocating financial payments of taxation; in some cases Government is pre-emptively barred from asking for benefit reciprocity, and implied contracts take a back seat to overruling restrainments such as *Intergovernmental Immunity*.

This Taxation Immunity Doctrine is Judicially created, and Judges, as the individuals that they are, frequently do possess views diverging from the expected conformal median. Question: Are there some Judges who would like to merely cite national *Citizenship* as *the* justifying taxation contract, and ignore Immunity Doctrines? Yes, there are:

> "... respondents, though Employees of the New York Port Authority, are Citizens of the United States; the tax levied upon their incomes from the Authority is the same as that paid by other Citizens receiving equal net incomes; and payment of this non-discriminatory income tax by respondents cannot impair or defeat in whole or in part the governmental operations of the State of New York. A Citizen who receives his income from a State, owes the same obligation to the United States as other Citizens who draw their salaries from private sources or the United States and pay Federal income taxes." - *Helvering vs. Gerhardt*, 304 U.S. 405, at 424 [Justice Black concurring] (1937).

The same difficulty in assigning values to competing differentials in contract priority, that some Patriots will have to come to grips with the strong relevance of national *Citizenship* for taxation purposes when not otherwise disabled, but not quite strong enough to pierce this State Employee immunity veil, is exemplary of the same judgment we all confront daily while we too, just like the Supreme Court, apply the relevance of our Celestial Covenants to a wide ranging array of factual settings that make their appearance in our lives. And those factual settings also present to us a competing confluence of

incentives, to which we respond with differential levels of perceived Covenant importance. [return]

**[40]** Aliens from foreign political jurisdictions, who do not reside in the United States and accept no political or protectorate benefits from the United States, are still very much liable to be bound by Title 26, if they experience any Commercial enrichment over here. See *Emily De Ganay vs. Lederer*, 250 U.S. 376 (1919). [A French Citizen and French resident very much owes equity participation income taxes to the United States, because she experience Commercial enrichment over here when she deals in debt instruments such as mortgages, corporate paper, and securities.] See also similar reasoning in *Cook vs. Tait*, 265 U.S. 47 (1923) [non-resident aliens who participate in American Commerce are subject to the American Income Tax and Citizens residing abroad are liable to pay the Income Tax]. The requirement for American Citizens who live abroad and, seemingly, do not enjoy any benefits of an American origin, to pay Income Taxes has irritated a lot of folks -- see *the Foreign Earned Income Act of 1978: Non-benefits for Nonresidents*, Editor's Note, 13 Cornell International Law Journal 105, at 107 (1980) -- but latent overseas benefits are actually being offered and accepted by American Citizens who travel over there [the benefit to call upon the local diplomatic consular offices for protectorate assistance, and in Title 22, Section 1732, there lies a statute which lays upon the President of the United States a specific duty to intervene on your behalf whenever American Citizens have been incarcerated by foreign jurisdictions. Although those benefits might not seem worth such an extravagant percentage demanded of your income, year in and year out without any letup or impending relief, the value of those benefits to you is a business judgment you need to make, and is not a question that should be entertained by a Federal Judge after you have decided to accept those benefits -- benefits that are considered to have been accepted by your silence [as I will discuss in the next section Federal Reserve Notes]. [return]

**[41]** The jurisdictional basis of Citizenship to tax is one of the oldest juristic Principles that there is in law. See Edwin Seligman, in *Essays on Taxation* ["Double Taxation"], page 111 [MacMillian Company, New York (1928); 9th Edition]. [return]

**[42]** "... that there shall be levied, assessed, collected and paid annually upon the entire net income arising or accruing from all sources in the preceding calendar year to every Citizen of the United States, whether residing at home or abroad..." - *The Revenue Act of 1913*, chapter 16, Section IIA (1913). [return]

**[43]** Surrey reviews this in his article entitled *Current Issues in the*

*Taxation of Corporate Foreign Income*, 56 Columbia Law Review 815, at 817 (1956). [return]

**[44]** "Its purpose was to raise revenue on the basis of each Citizen's ability to pay as opposed to the past practice of taxing the individual on the basis of consumption." - See *House Report Number* 5, 63rd Congress, First Session, 1 (1913). [return]

**[45]** Gremlins typically operate by mildly asking for just one more turn of the screws; information propagated around Congress in 1909 (when the proposed 16th Amendment was passed by the Congress and sent to the States), and thence propagated around the States, was that the American Income Tax during the Civil War and in 1894 was only a tiny 3% to 7%, and it only affected the very rich, so the passage of this technical little Amendment isn't anything you legislators need to concern yourselves with. Our fathers back then fell for that line, just as most folks would again fall for it all over again today, never bothering to see the latent error in yielding to Gremlins even one tiny bit:

[Speaking in the context of a Celestial Principle]:

> "The old fable which Aesop tells of the woodsman who went into the forest to get a handle for his axe describes accurately the position in which we find ourselves. The woodsman went and consulted with the trees of the forest, asking them to give him a handle for his axe. The other trees, the stronger ones, arrogating [means to "claim as one's own"] to themselves authority and ignoring the rights of others, thought that they could dispose of the smaller trees as they pleased. The larger trees conferred together and decided to the grant the woodsman's request, and so they gave to the woodsman the Ash tree. The Ash soon fell; but the woodsman had no sooner fitted the handle to his axe than he began upon the other trees. He did not stop with the Ash, but he also hewed down the Oaks and the Cedars and the great and mighty Monarchs of the forest who had surrendered in their pride, the rights of the humble Ash. An old Oak was heard to complain to a neighboring Cedar; "If we had not given away the rights of the Ash we might have stood forever; but we have surrendered to the destroyer the rights of one, and now we are suffering from the same evil ourselves." - Orson F. Whitney, in a discourse delivered in the Tabernacle on April 9, 1885; 26 *Journal of Discourses* 194, at 202 [London (1886)].

The fablest referred to, *Aesop*, wrote many Fables with an

instructional purpose running through them. *Aesop* is said to have lived about 620 to 560 B.C., and once had a relationship with Croesus. A Latin translation of 100 *Fabulae Aeopica*e by Renutius was published in Rome in 1476, and has since been handed down the line. And what Principle applies in a Celestial setting will always apply in a worldly setting, as our Creator did not dispense or toss aside his Principles when he governed the Creation of this planet architecturally; and the lesson is clear: Those who compromise with Gremlins today will be sticking their descendants with damages, just as we are now stuck with unreasonable levels of taxation because our fathers once fell for lies and yielded the first step. [return]

**[46]** Pathetic was the caliber of judgment that fell for this little lie:

> "For years there has been an overwhelming sentiment in this country in favor of the income tax. The justice of such a tax is so self-evident that few, if any, have been heard in opposition to its enactment." - Congressman Pepper, from Iowa, in the *Congressional Record* for January 30, 1913, at page 5252. [return]

**[47]** 265 U.S. 47 (1924). [return]

**[48]** Many Patriots will be quite familiar with the following widely published words from a Supreme Court ruling called *Hale vs. Henkel*, 201 U.S. 43 (1915), which discusses the difference in rights and duties between Corporations and Individuals:

> "The individual... owes no duty to the State, since he receives nothing therefrom..." - *Hale vs. Henkel*, id., at 74.

Not once to this day have I ever seen a correct discussion of what *Hale vs. Henkel* really means: Because it does not purport at all to say that Individuals [human beings] are somehow exempt from Government taxes that Corporations are required to pay because Individuals are made of flesh and bones, and therefore, somehow exempt from duties. Notice how the Supreme Court did not try to distinguish between *Person* clothed with multiple layers of juristic accoutrements lending to their very appearance a special and suggestive flavoring to it -- and *individuals* without such juristic accoutrements [or "liberated"]; the Supreme Court was contrasting Corporate entities and Individuals due to the *Juristic Personality* that benefit acceptants clothe themselves with.

Knowing what you know now about the invisible contracts that are in effect whenever there has been an acceptance of benefits, go back and read that line over again. Both Artificial and Natural Persons either

owe the money, or don't owe the money, based upon their acceptance or nonacceptance of juristic benefits, and not based upon their biological Status as human *individuals* (or *Natural Persons*, as lawyers would call them). If you do accept those juristic benefits, then you very much owe the money, regardless of whether or not you are a human Individual (*Natural Persons*) or a Corporation (an *Artificial Person*). I once saw a 7203 *Willful Failure to File* prosecution conviction appeal in California where the criminal defendant argued that he was exempt from Income Tax Liability because he was an "absolute individual," and not a Corporation. When I saw this argument in this appeal brief, I felt sorry for him, as I knew he would eventually be incarcerated; as that biological Status argument of being a human "individual" means nothing -- in fact, actually means less than nothing, as it operates negatively against your credibility if there is a disputed element of law or fact in a grey area that could have otherwise favored you. Many other folks pushing law materials also propagate this fraudulent line (that Title 26 does not apply to human individuals, somehow), and they should know better: Because your natural biological Status as an "Individual" means absolutely nothing when juristic benefits were accepted by you: That is the seminal point of the formation of contracts in Nature, and contracts overrule *Natural Law Rights* arguments; if you are having trouble understanding now the reason why contracts ascend to the elevated level of priority in Nature like they do -- passing by all of the lower arguments sounding in the Tort of fairness and unfairness -- then you will understand this Principle in no uncertain term at the Last Day. [I would like to see Protestors try to snicker at Father at the Last Day, like they snicker at Judges now].

In arguing *Hale vs. Henkel*, Tax Protestors are correct by noting that Corporations are very unique creatures in the Law; they are created by Juristic Institutions, and whatever the Juristic Institution created, it can modify, rearrange, and dissolve any time, in any manner, and under any circumstances that it feels like. For example, such a differential in rights surfaced in Rhode Island once, when some judges were discussing the relationship in effect between the right of corporations [if *right* is the word] to pick and choose their own state Residency situs:

> "We do not think a foreign corporation can under any circumstances be regarded as a *resident* of the state, in the absence of any legislation recognizing it or giving it a *status* as such. The proper seat or "residence" of such a corporation is the State which created it and which continues it in existence, otherwise the corporation might have its residence in a multitude of jurisdictions. The residence of a

> corporation is created for it by an act of law, and can not be changed by act of the corporation. A more permanent residence than that of a domestic corporation in the State which created it can hardly be conceived." - *Attorney General vs. Police Commissioners*, 30 Rhode Island 212, at 220 (1909).

As distinguished from Corporations, Individuals can very much pack up and move to a new State -- whenever they feel like it; so yes, some differences do exist in rights and duties from Corporations to Individuals, but Individuals take upon themselves the taxable status of Corporations whenever juristic benefits, offered conditionally, have been accepted; under such a juristic environment, such an *Individual* is now a *Person*, and *Persons*, carrying the special and suggestive juristic accoutrements around with them like they do, are in no position to start arguing for rights or judicially created exemptions. [return]

**[49]** *Felix Rexach vs. United States*, 390 F.2nd 631 (1968). [return]

**[50]** Title 48, Section 731, et seq. [return]

**[51]** Title 8, Section 1481(c). [return]

**[52]** "Thereafter, [Felix] naturally suffered certain losses of status and benefits as a consequence of being declared a non-resident alien of the United States." - *Rexach*, id., at 631.

See how Federal Judges are just fixated to view questions from a *benefits* perspective; yes *benefits* are the Center of Gravity in the minds of Federal Judges -- that central axis upon which adhesive attachments of King's Equity Jurisdiction have their organic point of formation into contracts. [return]

**[53]** *Rexach*, id., at 631. [return]

**[54]** My characterization of the Internal Revenue Service as being termites is an assessment of the practical effect of those agents doing no more than trying to get people to honor their juristic contracts with Royalty. With the Direct *in Personam* Taxation grab of an Income Tax structurally designed by Gremlins to accomplish their objectives of maximum enscrewment damages, IRS Agents are caught in the middle of the cross fire, or as the vernacular of the day goes, `stuck between a rock and a hard place'; on the one hand doing no more than the prevention of defilement under invisible contracts, yet on the other hand they are the visible persons responsible for so smoothly eating out the Countryside's substance.

> "There is nothing about federal and state employees as a

class which justifies depriving them or society of the benefits of their participation in public affairs. They, like other Citizens, pay taxes and serve their country in peace and in war. The taxes they pay and the wars in which they fight are determined by the elected spokesman of all people. They come from the same homes, communities, schools, churches, and colleges as do other Citizens. I think the Constitution guarantees to them the same rights that other groups of good Citizens have..." - *United Public Works vs. Mitchell*, 330 U.S. 75, at 111 [dissenting opinion] (1948). [return]

**[55]** 265 U.S. 47 (1924). [return]

**[56]** *Rexach*, id., at 632. [return]

**[57]** *Rexach*, id., at 632. [return]

**[58]** There is a line of Cases in the United States Supreme Court touching on a Citizenship Naturalization question while occasionally mentioning taxation, but even in those Cases, I am not aware of any explicit statement that exists which specifically attaches reciprocal taxation liability for *Persons* holding Citizenship, nor is there any explicit indication that Citizenship is a contract. To have folks think in terms of contract when addressing Citizenship, would result in some folks eventually figuring out that the underlying indicia that create commercial contracts might also create political contracts where Juristic Institutions are a party thereto; and so it would not be too long before folks start figuring out that the seminal point in all commercial contracts stand on that practical operation of Nature taking place called *Consideration*, where benefits are exchanged. And so folks, very properly, would then start to examine the passing scene for evidence that Citizens just might have also exchanged some unseen benefits here or there -- and such an open examination will very much uncover such an evidentiary array of juristic benefits accepted in a state of silence. Exemplary of a Supreme Court ruling managing not to let the cat out of the bag while talking about Citizenship, would the Naturalization Case of *Angelica Schneider vs. Dean Rusk* [377 U.S 163 (1964)]. [return]

**[59]** A Federal Judge in Texas told an acquaintance of mine that the reason why he was not going to issue out any written ruling on a Citizenship/tax liability question that was presented to him in a Case was because the Judge was afraid that such an opinion "would threaten the entire tax system" [a literal quotation]. So those are the kind of degenerate information sequestration terms Federal Judges think in, as they go about their work trying to keep the lid clamped down tight on

knowledge propagation -- a pretty pathetic objective; and so now the published ruling some folks are waiting for -- of a judicial ruling showing by example, how step by step a person could terminate altogether his tax liability; a ruling that would very much benefits others -- that ruling will never make an appearance. Incidentally, notice how Federal Judges conveniently refuse to get involved with addressing tough questions like whether or not the claimed underlying authenticity of Constitutional Amendments are actually fraudulent sources of jurisdiction when used by the King as justification to damage people -- by deferring such questions over to "the political departments of Government"; yet twist the factual setting around slightly to create different philosophical incentives, and Federal Judges very quickly bend over backwards to use such purely political concerns like aggregate revenue questions as justification to once again avoid doing the right thing. [return]

**[60]** In ancient times, the test for purity of Gold was performed with a smooth black stone, called a Touchstone. When rubbed across the Gold, the Gold produced a streak or mark on the surface of the Touchstone. The goldsmith would then match this mark with a chart he had showing different graded colors. The mark left on the Touchstone was redder in color as the amount of copper or other alloys increased, and was yellower as the percentage of Gold increased. This process showed the purity of the Gold within reasonable limits. The Touchstone method for testing the quality of Gold was quick and fairly accurate for most common purposes; but the goldsmith who, for some special reason, needed more precise information on the Gold used a process that involved fire. And by running the Gold through the much more intense Refiner's Fire, extremely accurate (as accurate went in those days) measurements of the Gold content could then be determined. However, the Refiner's Fire process took a lot of additional time, and didn't really tell the goldsmith anything that he didn't already know. In similar ways, I would suggest that Patriot inactivity (because you are "waiting" for the Model Case to come down from on High) is improvident, and such a Model Case will not tell you anything you don't already know. [return]

**[61]** In old English Common Law, *Denizens* had no political rights, i.e., they could not vote or hold office. So by mutuality they also owed no Citizen-like capitation tax to the Crown. Although Denizens had occupancy jurisdiction to stay within a Kingdom, the only taxes the Crown was able to get out of them was limited to the extent that the Denizen participated in Commerce. See generally, James Kettner, *The Development of American Citizenship* 1608-1870 [University of North Carolina Press, Chapel Hill, North Carolina (1976)].

That I am aware of, the word *Denizen* appears 21 times in the United States Supreme Court between 1952 [in *On Lee vs. United States,* 343 U.S. 747] and 1812 [in *Fairfax's Devisee vs. Hunter's Leasee*, 11 U.S. 603]. For example, it is mentioned in *Ludecke vs. Watkins* [333 U.S. 160, at 161 (1947)], in the context of a quotation from Title 50, Section 21 ["Enemy Alien Act"]. *Black's Fifth*, in their style of poorly written definitions, states that a Denizen is:

> "... in kind of a middle state between an alien and a natural born subject, and partakes of the STATUS of both of these." - *Black's Law Dictionary* ["Denizen"], Fifth Edition, [West Publishing, St. Paul]

and adds that an American judicial definition of Denizen has changed somewhat from its historical English counterpart. What *Denizen* means today is the same that it has always meant:

> "Our laws give certain privileges [benefits] and withhold certain privileges from our adopted subjects, and we may naturally conclude, that there may be some qualification of the privilege in the laws of other countries. But our resident Denizens are entitled, as I take it, to all sorts of commercial privileges, which our natural-born subject can claim." - *Marryat vs. Wilson*, a British case (1799).

Yes, Denizens do not enjoy political franchise rights [nor can they hold elective Government office], but they do hold occupancy jurisdiction, and they do enjoy Commercial benefits created by the State, and so Denizens were only taxed to the extent they participated in Commerce. Back before the Civil War days, Blacks were not Citizens of the United States, as only White folks could be Citizens before the *Reconstruction Amendments* made their appearance. An Attorney General once spoke on how colored persons are Not *Aliens* and not *Citizens*, yet they are something -- but what are they? They are *Denizens*, as Denizens hold occupancy jurisdiction, but do not enjoy any juristic benefit originating from the United States of a political nature:

> "It is not necessary, in my view of the matter, to discuss the question how far a free man of color [meaning a black who was not a slave] may be a Citizen, in the highest sense of the word -- that is, one who enjoys in the fullest manner all the *jura civitatis* under the Constitution of the United States... Now free people of color are not *Aliens*, they enjoy universally (while there has been no express statutable provision to the contrary) the rights of Denizens... How far a political *status* may be acquired is a different question, but his civil *status* is that of a complete Denizenship." -

> Hugh S. Legare, Attorney General of the United States, in ["Pre-Emption Rights of Colored Persons"], 4 *Opinions of the Attorney General* 147, at 147 (March, 1843).

Here in the United States of 1985, *Persons* participating in that closed private domain of King's Commerce without enjoying any political benefits pay the same identical taxes as those who do enjoy political benefits; there is no economy now associated with being a Denizen pursuing commercial enrichment today. The economy long sought after by Tax Protestors will be realized only effectuating a total and pure severance of themselves away from the adhesive attachments of King's Equity Jurisdiction, which consists of having accepted either Commercial benefits, or of the political benefits derived from an operation of Citizenship. [return]

**[62]** Even if you want the protectorate benefits the King is offering, at a minimum it is improvident to remain silent on his manipulative use of his administration of this contract by Gremlins. Today in 1985, our King is busy with talk of negotiating construction suspension agreements with a foreign adversary -- Russia; called the *Strategic Arms Limitation Talks* (SALT). The King wants to suspend our production of certain defense hardware in the interest of cordialities, a spirit of unilateral disarmament that was publicly initiated in 1972 with an operation of Royal diplomatic deception called *Detente*. The reason why this is of significance is because a war with Russia is on the horizon -- a war to be presented to us as a surprise from the world's Gremlins; and folks making practical assessments of potential impending events by giving any weight to the carefree and factually limited judgment exercised by others is improvident. In a previous era, administrative Gremlins working for the King of England once pulled off the identical same pre-war measure; but we should not really be surprised, as Lucifer finds it unnecessary to change, alter, or modify his *modus operandi*, as he goes about his work running one civilization into the ground after another. In a news article that could have appeared in today's news with only a change in names and technology:

> "There has as yet been no reply from German official quarters to the British proposal of a year's suspension of battleship construction. The President of the German Naval League has declared Winston Churchill's offer to be undeserving of serious consideration; but this is a natural position for a president of a naval league to take. In the meanwhile, it is to be noted that the German authorities, while fond of speaking of *Realpolitik* -- a policy based on frank recognition of actualities instead of sentiment or general principles -- have in this matter of the limitation of naval

> armaments not been quite so *Real* as they might be... The Kaiser's Ministers usually speak of their naval plans as dictated by Germany's Imperial interests and by the necessity of safeguarding the Empire's coasts." - Editors, 29 *The Nation Magazine*, at 375 (October 23, 1913). [*The Nation* was once a very popular magazine in the United States.]

The following year, in 1914, the visible public movements of World War I began to surface with numerous German offenses made throughout Europe. While Gremlins had been hard at work running the defense structure of Great Britain into the ground (of which hardware construction suspensions are one such visible manifestation of termite management), her impending adversary, Germany, was building an attack naval fleet -- and not for the claimed purpose of "safeguarding of the Empire's coasts," but for military attack purposes. Throwing deceptions at planned adversaries to lull them asleep is extensively used by Gremlins as a pre-War tool, just like Lucifer's deceptive withholding of factual information from his imp assistants on the existence of Covenants in effect with Father overruling his Tort damages justifications, is a war measure.

Mark my words this day in 1985: The more that glowing statements are made about missile treaties and arms reduction agreements between Russia and the United States, the closer the two are to outright war. When the news media tries to emphasize the importance of some new "breakthrough" missile agreement, the more imminent are the open hostilities. Remember, Gremlins never change a successful *modus operandi*, -- and they deem lulling you to sleep to be very important.

...This Second Estate is very much adversarial in nature, and all of the rules applicable to deception used by Gremlins in war will be found incorporated by Lucifer in his *sub rosa* attacks on your impending embryo Celestial Status. And whatever is necessary to get folks to bypass their own good judgment and sense of positive responsibility, however momentarily uncomfortable, and rely instead upon the more comforting passive inactivity and nonchalant judgment of others that *all is well in ignorance*, will be done -- it is being done politically by Americans generally ignoring numerous visible signs of an impending domestic military invasion and correlative secondary internal damages that will occur in its wake; and it is being done Spiritually by getting folks to ignore and toss aside any concern for a known impending Judgment and replacing that concern with the more comforting sugar-coated assurance that, yes, since they have accepted Jesus Christ, they will be Saved, and they don't need concern themselves with anything else -- some hokey religion out there -- baah. [return]

**[63]** See generally: Bernard Bailyn in the *Ideological Origins of the American Revolution* ["Sovereignty"], at page 198, et seq. [The Belknap Press of the Harvard University Press, Cambridge (1967)]. Bernard Bailyn went back into the 1770's and uncovered some 400 pamphlets on all sorts of writings that he reviewed -- treatises on political theory, essays on history, political arguments, sermons, correspondence, poems and other literary devices. They were all expressions of the kind of society the Framers lived in, and were exemplary of the intellectual thought then permeating the American countryside at that time. Those pamphlets and other literary devices were explanatory to a degree beyond the *Federalist Papers*, in so far as they reveal motives, undercurrent, and understandings in addition to the known ideas and assumptions expressed on world views at that time -- hence the ideological origins of the American Revolution. [return]

**[64]** Ben Franklin once expressed reservations about certain features of the Constitution in particular, and then encouraged its ratification as a whole; and so we too can take a similar position:

> "Mr. President: I confess that there are several parts of this Constitution which I do not at present approve...
>
> "In these sentiments, sir, I agree to this Constitution, with all of its faults, if they are such; because I think a general Government necessary for us, and there is no form of Government, but what may be a blessing to the people if well administered; ..." - Ben Franklin in 5 *Debates on the Adoption of the Federal Constitution*, James Madison, Editor, at page 554 [J.P. Lippincott & Company, Philadelphia (1863)]. [return]

**[65]** *In re Debs*, 158 U.S. 573, at 578 (1894). [return]

**[66]** "Experience has made the fact known to the people of the United States that they required a national Government for national purposes. The separate Governments of the separate States, bound together by the *Articles of Confederation* alone, were not sufficient for the promotion of the general welfare of the people in respect to foreign nations, or to their complete protection as Citizens of the United States, `in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty; to themselves and their posterity, ordained and established the Government of the United States, and defined its powers by a constitution, which they adapted as its fundamental law, made its rule of action." - *United States vs. Cruikshank*, 92 U.S. 542, at 549 (1875). [return]

**[67]** For commentary on loss of Citizenship for any one of several reasons, see:

> Lawrence Abramson in *United States Loss of Citizenship Law After Terrazas: Decisions of the Board of Appellate Review*, 16 New York University Journal of International Law and Politics 29 (1984); - Terry Reicher in A *Comparison Between the Constitutional Protections Against the Imposition of Involuntary Expatriation and a Taxpayer's Right to Disclaim Citizenship* in 15 Vanderbuilt Journal of Transnational Law 123 (Winter, 1982).

When money is at stake, Federal Judges have noted that all of a sudden the traditional allure of possessing American Citizenship now suddenly takes upon itself an unattractive dimension:

> "... since United States Citizenship is considered by most to be a prized status, it is usually the Government which claims that the Citizen has lost it, over the vigorous opposition of the person facing the loss. In this rare case the roles are reversed. Here the estate of a wealthy deceased United States Citizen seeks to establish over the Government's opposition that she expatriated herself. As might be suspected, the reason is several million dollars in tax liability, which the estate might escape if it could sustain the burden of showing that the deceased lost her United States Citizenship." - *United States vs. Matheson*, 532 F.2nd 809, at 811 (1976).

The only reason why folks want out of the reciprocal taxation demands of Citizenship is because the cost of Citizenship is obviously, if given but a few moments thought, for the null paltry value of the juristic benefits justifying it, not worth the price tag that looters and Gremlins are demanding through their juristic enrichment instrumentality, the King. Rather than snickering at ex-Protestors who wised up a little, Federal Judges would be smart to start to create remedies negating the unlawful use of the Legislature by looters and Gremlins [of which dormant and forgotten Clauses now exist in the Constitution], which is the true seminal point of origin as to why the Countryside is now reacting negatively to avoid and terminate unreasonable taxation demands not related to benefit equivalence. [Remember that your consent, individually, is very important adhesive material in the formation of contracts; see *Assent and Accountability in Contract: an Analysis of Objective Standards in Contemporary Contract Adjudication* by Brian Blum, 59 St. John's Law Review 1 (Fall, 1984); and it is this very *Point of Formation* in Contract Law that needs to be correctly understood and handled, so that the contract can be annulled properly.] [return]

**[68]** Yes, such a simple solution as that to remedy taxation ailments, and many folks will not associate any significance to it. Sometimes the most profound circumstances in life are not understood for what they really mean, as folks frequently fail to correlate previous events that have already occurred as harbinger models that foreshadow future events yet to make their appearance.

... For example, previous circumstances, seemingly innocent, that once transpired in Downtown San Francisco in 1969 regarding the construction of the Transamerica Corporation pyramid office tower will one day be replicated synchronously all across the United States. John Beckett, President of Transamerica Corporation, wanted to build a 55-story high-rise on Montgomery Street to house the offices of Transamerica. The announcement of the plans for the tower immediately generated a heavy controversy locally; this was the Vietnam era where Bay area protesting was in vogue. After making preliminary inquiries to San Francisco planning and zoning officials, the building was downsized to 48 stories. Numerous environmental groups (such as *the Environment Workshop*), neighborhood associations (such as the *Telegraph Hill Dwellers Association*), and other assorted individuals (such as activist Alvin Daskin) just looking for something tame to challenge -- let it be known that they disapproved of these plans. Numerous other professional architectural groups from surrounding areas (such as the *California Chapter of the American Institute of Planners*), otherwise normally passive, also entered into this arena to throw their opposition invectives at the proposed Transamerica Tower. Public interest attorneys (like Peter A. Gunnufsen) filed lawsuits, attempting to seek judicial restraining orders halting the construction on technical grounds relating to procedures used by the City of San Francisco to transfer a public street to Transamerica. During hearings held by city officials across the summer of 1969, protest groups would hold vigils and march outside City Hall to express their dissent from this heinous outrage. But Mayor Joseph Alioto and a majority of City Supervisors wanted the high-rise to be built, as they made numerous references to the $1 million annual contribution this tower would be making to the San Francisco tax rolls. A unique confluence of incentives came into focus at the end of 1969 that pressured Transamerica President John Beckett to act in the unusual, sneaky and clever way that he did, in order to get the tower built -- the same *unusual, sneaky,* and *clever* ways that all Americans, and even the entire world, will one day be very well acquainted with, but for very different objectives: Because next time around, building a high-rise will not be the objective.

For many years the California State Legislature in Sacramento had encouraged insurance companies to locate home offices in California by

allowing them to deduct from their state income taxes whatever amount those companies had paid in local property taxes on a headquarters building. This generous state taxation statute contributed to San Francisco's status as the financial center of the American West, and to the placement of several high-rises in San Francisco's skyline. But this state statute was due to expire at the end of 1969 for buildings constructed after this date; and if John Beckett could not get the *site permit* issued and at least some construction started by December 31st, then his proposed high-rise would not qualify for the special $1 million annual property tax deductions. The first day in December had arrived with the City Supervisor's formal approval, but Transamerica still needed a *Site Permit*, which would permit ground to be broken and construction thereby to commence. Time was running out, but John Beckett had a few ideas of his own. These were very adversary proceedings he was swirling in, and with the opposition ventilating their hot air, being determined to kill this project but dead -- that would be the opposition's way of making their *statement*. Going into the first week of December, the paper work in City Hall to issue out a *site permit* was gaining momentum. The opposition, lead by lawyers, knew that their only hope was to file a *Site Permit* appeal, which would automatically delay construction until another hearing on the Appeal could be heard in the following year. However, such an appeal by the opposition could not be made until the *Site Permit* itself had first been issued. In early December, both sides watched the paperwork going back and forth in City Hall, with the opposition actually having arranged for observers to man the *permit* desk and the Montgomery Street construction site to watch for movements by Transamerica. By mid-December, the permit paperwork had been completed, and the opposition intensified its watch of City Hall like an English Hunting Dog at Full Point; the opposition had their own plans to appeal the *Site Permit* immediately after its issuance to block construction until the following year -- but John Beckett was playing his cards with an ace tucked up his sleeves, because when he had hired Dinwiddie Construction Corporation to be the contractor on the building, he had given them very special instructions. That long awaited December day arrived when Transamerica decided it was ready to pick up the *Site Permit* and start construction on the Transamerica high-rise. One morning an unknown representative of Dinwiddie Construction went to City Hall and made sure that the *Site Permit* was available for the asking, which it was. During the noon lunch hour, a Transamerica corporate vice-president, dressed in farmer's overall's, arrived at City Hall in an old pickup truck; he did not want his true identity to be recognized by the opposition and their watchers. The VP looked plain, he looked normal, he looked like an everyday type of ordinary Joe -- why, he "... just couldn't possibly have nutin' to do with no big important high-rise." Having picked up the *Site Permit* undetected,

he phoned ahead to the construction supervisor, who was hiding in a restaurant across the street from where the Transamerica Tower was to be built. The go-signal having been received, all of a sudden a construction crew appeared at the Montgomery Street site out of nowhere. Literally within minutes, heavy construction equipment that had been quietly sneaked into Downtown San Francisco and hidden away under covers in a nearby basement excavation, surfaced into the open and went to work. To the cheers of the tiny crowd conducting the abbreviated groundbreaking ceremonies, the bulldozer bit through the surface of the parking lot while other construction equipment went to work excavating at the Transamerica site. Just an hour later the same day, word came that a *Site Permit Appeal* had been quickly filed -- but as exceptionally quick as the opposition was, they were too late, as commencement of construction bars appeal.

[See: John Krizek [manager of Public Relations for Transamerica] in *Public Relations Journal* ["How to Build a Pyramid"], at page 17 (December, 1970). The opposition lingered on even after construction started -- see *Business Week* ["Beautiful Building or Inhuman Eyesore?"], page 41 (October 31, 1970). Clippings taken from the two local newspapers, the *San Francisco Chronicle* and the *San Francisco Express* supplied the details herein, through the *History Room* ["Transamerica File"] of the San Francisco Public Library].

... One day off in the future, this clever little harbinger act that John Beckett once pulled off is going to happen al over again under circumstances that the entire world will take rather strong notice of. Nothing will change the next time around, other than that the desired end objective will be different. Next time, instead of an American Corporate President like John Beckett pulling off something quick and clever to get the upper hand over adversaries, next time, a Russian General will be supervising the logistics. Instead of heavy construction equipment being sneaked into urban areas and then pulled out into the open quickly, next time heavy Russian tanks, personnel carriers, and attack support equipment will come forth one day out of their hiding places to roll down American streets to grab the police barracks and nearby Army Base. Next time, instead of a handful of environmental activists left scratching their heads, puzzled as to how John Beckett pulled off that instant appearance of construction equipment -- next time all Americans will be asking themselves the same question: How did they sneak in all of those tanks, helicopters, and the like? Where did those *space platforms* come from? Where were all those tank stashed away? Yes, it is going to happen, just like John Beckett has already made it happen once before on a small introductory scale in San Francisco. Just like major media news correspondents -- those pathetic little idiots -- expressing amazement

on how well organized the North Vietnamese were in their take-over of Saigon in April of 1975, folks who actually rely on the caliber of such baneful judgement (like news correspondents who were amazed that professional Gremlins actually knew what they were doing), will also find themselves being amazed when we are next. The only folks who are ever surprised by passing events are those who live most distant from reality -- and a very good way to become removed from reality is to rely on those incompetent clowns in the news media who were amazed that professional Gremlins practicing *coups d'etat* for some 200 years might just know what they are doing.

[I come down hard on Journalists for the same reason that I come down hard on Lawyers: Both professions involve the presentation of intellectual material to others; so when they mess up, then out comes my invectives. However, when an everyday type of Joe SixPack messes up, I respond with patience and instructional counseling. In contrast these Joe SixPacks do not represent themselves as being professionals, so Joe SixPacks are not held to the more stringent standards that Journalists and Lawyers seeking financial compensation for their errors are held to.]

The instant appearance of construction crews that John Beckett pulled off was not even considered as a factual possibility by this opponents; just like Russian opposition in the United States [alleged tough cookie right-wing *conservatives* self-perceiving themselves as being pretty sharp politically] are not even considering the factual possibility that Mikhail Gorbachev's superiors have already had planned out long ago similar American domestic instant appearance circumstances in extended and considerable detail. They fully intend to clean out the Gremlins in Washington, as they have been setup [meaning provoked] to do under attractive Bolshevik inducement.

Nothing ever changes from one setting to the next. Learning in a small way that getting out of an automobile lease contract is accomplished by getting rid of the benefit acceptance by returning the car physically to the owner, and not by filing worthless *Notices of Recession of Contract, in rem* -- that is prepatory to learn that it is the same simple solution to get out of the adhesive juristic reciprocity demanded under Citizenship Contracts: Get rid of those benefits and stop snickering at Federal Judges cracking defiled giblets. By not even considering the factual possibility, however remote, that the tax prosecution defendant may himself be in error, having listened to the distractions of Protestors talking about why the Federal Government is not entitled to prevail due to multiple *lex* deficiencies of some type, the tax prosecution defendants finds himself exactly where John Beckett's opponents once found themselves [and exactly where *conservatives*, so called, will also one day be

finding themselves]: Out smarted by adversaries who have a few ideas of their own, and for the same reason. [return]

**[69]** Many commentators have noted that the relational status of American Citizens to the Federal Government today is quite similar to the relational status experienced by *Subjects* in the old monarchial days of the Kings of England. Even though contemporary Americans are now called *Citizens*, many lost rights, benefits, protections, together with unfairly skewed reciprocal duties and liabilities that characterize the subparity relationship of old Britannic *Subjects*, are in effect today -- hence as well my characterization of the Executive Branch of the United States as a *King*.

One writer who elucidates very well on this status declension of Americans from being *Citizens* holding the upper hand, down to *Subjects* doing what they are told and paying what they are told to pay, is Francis X. Hennessy in his book about the 18th Amendment entitled *Citizens or Subject?* Even though Americans are still called *Citizens* today in name [an initially impressive but meaningless characterization substantively] the Kingly status that the American Revolution of 1776 once created for us all [as the Supreme Court noted in *George vs. Brailsford*] has been reversed back to the Crown again, through the devilish maneuverings of Gremlins. Back in the early American Colonial days the political factions in America were split into *Whigs* and *Tories* -- and knowledge of the philosophical distinction between the two is being withheld from American high school history books here in the 1980's for a very good reason: *Tories* were sympathetic with the Aristocratic Class who simply had to have the masses controllable and their pockets reachable for some looting; Tories do not want a nation of *Citizens*, they want fleeceable *Subjects*. Today, Tory Aristocrats are filthy little creatures who want to use Juristic Institutions to transfer money from your pockets to theirs. Where with the 18th Amendment, Tories wanted to use the guns of Government to create *Prohibition*, so that they could then practice commercial enrichment in the *Black Market* of elevated prices and restricted competition that all exclusion monopolies creates. Some of the most prominent American families had been sponsoring the *Woman's Christian Temperance League* and other nominees using deceptive names, to plaster the countryside with the noble and lofty sounding objectives of ridding drunks from our society -- while all along the sponsors of *Prohibition* could care less about drunks and merely wanted to experience the commercial enrichment a *Black Market* creates. Today, other plant derivatives have replaced alcohol in the statutes now creating another *Black Market*, while second and third generational descendants of those same identical American families smuggle cocaine and marijuana instead of bourbon.

Today, a Tory sympathizer is a jealous person who wants to be sure that everyone else is paying their taxes; a Tory sympathizer is someone who is content with the *status quo* as it has been brought to its present position by Gremlins, and has no desire to return to our Father's quiescent *status quo ante*. A Tory sympathizer is a little dupe who feels good about going off to a foreign country to fight a war -- because the President says its Patriotic to do so. Yes, a Tory sympathizer plays into the hands of Gremlins by giving them what they want -- as Gremlins want the contemporary *status quo,* the foreign wars, and *black markets* they have created.

> "Whenever Government exists, even Government limited to those powers thought by its Citizens necessary to secure human liberty, the weakness of human nature makes it certain that the exercise of granted powers will not always be for the common benefit of the Citizens who grant them. When the Government is the State and human beings its *Subjects*, that weakness is usually more apparent. As a result, in every country the rich and powerful largely secure the actual control of the Government. That they may entrench themselves in its control and exercise of even its lawful powers, they lavish favors on a class actually large in number but comparatively constituting a small minority of the people of the country. For this [Aristocratic] class, it is of material advantage [to them] that Government should be the State and the people its *Subjects*. When a man is born or educated as a member of this [Aristocratic] minority, it is beyond the experience of the human race that his mental attitude should not regard the relation of *Subject* to ruler as the proper relation of human being to Government." - Francis X. Hennessy in *Citizen or Subject*? ["The Exiled Tory About To Return"], at 235 [E.P. Dutton, New York (1923)].

Gremlins want such a *King to Subject* relational status in effect specifically for purposes of conquest and furthering their own proprietary enrichment through taxation enstripment. Francis Hennessy, an attorney and member of the New York State Bar, goes into highly detailed factual recital of the circumstances surrounding the proposal and later ratification of the 18th Amendment [the *Prohibition Amendment*]. From debates on the Floor of the Congress to the inner sanctums of Gremlin power, Francis Hennessy chronicles out the impediments, headaches, and legal difficulties the sponsors of the 18th Amendment had in 1917 trying to force Prohibition on us all, by virtue of the fact that the United States Constitution is a hybrid composite blend of *National* and *Federal* power, and therefore requires different procedures to effectuate modifications, based on the nature

of the right being modified. This was one of the legal arguments considered by the Supreme Court when the underlying legality of the 18th Amendment itself came under attack [see *The National Prohibition Cases*, 253 U.S. 350 (1920)]. Because the nature of the right that the Congress was about to deprive American Citizens of [the right to eat or drink anything they feel like] was of a *National* nature, the proposed 18th Amendment was worded in such a way as to circumvent the Constitution's *Article 5 Convention* requirement by subtly commanding the States to first enact Prohibition legislation (see Section 2 of the 18th Amendment).

Yes, Gremlins are well-oiled experts at both political circumvention, as well as running Citizens into the ground. A devilishly brilliant *modus operandi* that if not understood now, will be understood in no uncertain terms when, during the impending *Constitutional Convention* that is close to being called, Gremlins using slick Parliamentary devices divert the floor proceedings away from the *Balanced Budget Amendment* over to discussing an entire new Constitution altogether -- *their* Constitution. All of a sudden, folks who thought they had the situation under control by having State Legislatures self-restrict the content being discussed at that Convention to consider only the proposed *Balanced Budget Amendment*, will see then that they were outsmarted by imps, as they will also be outsmarted by either Mikhail Gorbachev or his successors, who have a few ideas of their own on how to control Gremlins in Washington. [return]

**[70]** But this great revenue contract of Citizenship is also the greatest weakness the King has, due to the dual stratified nature of American Juristic Institutions being layered into State and Federal slabs. Because of this *State to Federal* satrapic relational setting, the Federal Citizenship and State Citizenship are sourced from different jurisdictional origins, and are separate and distinct legal relationships. The weakness of Citizenship surfaces by reason of the fact that our King is without and wanting jurisdiction to tax State Citizens [the King acquires the requisite jurisdiction by consent, obtainable through several channels]. Yes, there are numerous technical grounds for beating the King, as well as fundamental grounds, but the entire orientation of such a defense posture necessarily gravitates around the error present in an adversary -- not a very secure way to win a battle, without having to turn around and keep looking over your shoulder [always looking for some new *lex* deficiency or Court Opinion somewhere]. The remedy to these legal impediments (of which there are quite a few), are more and more corrective slices of *lex* being thrown into an organic Title 26. The very fact that some Congress off in the 1990's enacts a statute declaring that State Citizens are *Persons* adhered to Title 26,

automatically admits in inference that all previous income taxation dollars collected by the King were illicitly looted -- absent express contracts.

...Eventually, this letter will filter down and circulate throughout the corridors of prosecution officialdom [as the King does have his ears close to the ground]; and if there is any Government attorney out there who can show me where the King has the jurisdiction -- either Case Law or Statutory pronouncements -- to tax State Citizens residing in the States, then please come forth and now do so. I would like to see the citation that shows where Title 26 applies to State Citizens residing in the several States. The right to tax is the right to throw juristic benefits at folks creating invisible implied contracts, and then turn around and demand financial reciprocity in return pursuant to an *adhesion* covenant therein. The King's Federal Jurisdiction is necessarily limited to the exclusive legislative jurisdiction of the United States Congress -- meaning limited to Federal Employees, residents of the District of Columbia and Federal Territories, and other Federal Enclaves. *Question*: Is that closed private domain of King's Commerce a Federal Enclave? Is the acceptance of Federal protectorate benefits the creation of a situation specific *ad hoc* Federal Enclave? I am not really interested in arguing those questions, because I am not interested in probing for error in others. I would rather vacate the acceptance of all Federal benefits from off of the record, work the King into an immoral position of having made an Assessment in want of a *quid pro quo* equivalence having been exchanged, and then have an administrative sandbagging effected on my Case: Because clean *no win* Cases are in fact dropped by the King's termites in the IRS -- who know when it's best to throw in the towel, call it a day, and go chase after another piece of meat. [return]

**[71]** In a limited sense today, the relationship of the world's political jurisdictions to the United Nations is somewhat structurally similar to the pre-1787 relationship in effect between the various American State political jurisdictions and the *Confederacy* in Washington. The old *Confederacy* back then had no serious taxing power of any significance, and had to make financial requisitions to its member States. There was no National American Citizenship back then that could enable the national Government to bypass the States and go directly to the common folks for money, either. That relational model is somewhat similar to what the world's numerous political jurisdictions are involved with today in the United Nations -- today the United Nations has no power to tax, makes financial contribution requests to member Nations, and there is no World Citizenship. With that modeling scenario in mind, consider the following: Citizenship is known up and down the corridors of Gremlin power world wide as being a

very interesting adhesive source of Object Jurisdiction to loot. For example, even if the atrophied remnants of the Rockefeller Cartel are unsuccessful in convincing Americans to hand over their national Sovereignty to some world Juristic Institution like the United Nations, then one of the ways that the *One Worlders* could largely accomplish their Grand Objectives of global conquest through global Government, is to stop trying to get the various national Sovereignties throughout the world to forfeit over their Sovereignty (which isn't very likely anyway), and just create an invisible attachment of Equity Jurisdiction by creating World Citizenship. In bypassing individual regional political jurisdictions this way [American Citizens are free to enter into contracts with the United Nations, or any other political jurisdiction in the world], income taxes and the like can be collected from its Citizens in reciprocating exchange for some benefits that will be created; and with World Citizenship in place, handy regulatory jurisdictions, licensing, and other favorite Bolshevik enscrewment tools can be erected. Gremlins in the Rockefeller Nest have already given this idea some thought; see an interview with imp Robert Hutchins in *The Center Magazine*, ["What the World Needs Now is Citizens"], page 23 (January/February, 1971). The Gremlin drive for World Citizenship has been in gestation for some time; see *Education for World Citizenship* by William George Can [Stanford University Press, Stanford, California (1928)]. Under the classical contours of *International Law*, only political jurisdictions were subjects accountable to it, and individuals were simply not included; while the Nuremberg Trials changed all this on an *ad hoc* basis, the status of people as being *strangers* to *International Law* continues on down to the present day -- but when the adhesive Equity tentacles of World Citizenship are nestled in place someday, the world's Gremlins will be ecstatic on that grand impending day when an operation of the World Court reaches through to individuals world wide, transparent to any prospectively beneficent intervention on your behalf from any other jurisdiction [just like today when your State will not intervene in any manner whatsoever on your behalf when Federal Marshals come knocking on your door]. For a commentary on the relational setting in effect between individuals and *International Law* that is neither critical nor justifying the enlargement of *International Law* that took place at Nuremberg, see *The Responsibility of the Individual Under International Law* by Ernst Schneedberger in 35 Georgetown Law Journal, 481 (1947).

# Invisible Contracts

## Federal Reserve Notes

by **George Mercier**

[Pages 435-477]

Next, we turn now and address some Commercial debt instruments that just about everyone uses constantly. And when this Commercial paper is used and then recirculated by you, Federal Benefits are being quietly accepted by you and so now subtle contracts are in effect. As *commercial holders in due course*, you and the King are experiencing mutual enrichment from each other.[1] The King believes that the mere use of Federal Reserve Notes, those "circulating evidences of debt"[2] that his Legal Tender Statutes[3] have enhanced the value of as a co-endorser; and that the mere acceptance and beneficial use of those circulating Commercial equity instruments of debt, constitutes an attachment of Equity Jurisdiction sufficiently related to experiencing Commercial profit or gain in Interstate Commerce as to warrant the attachment of civil liability to his so-called Title 26. Remember, once you get rid of your political contracts to pay taxes (like National Citizenship), Federal Judges will then start examining the record to see if there are any Commercial benefits out there that you have been experiencing. Once you are a Citizen, Federal Judges will generally stop looking for other contracts; but once Citizenship is gone, then other normally quiescent Commercial nexuses that attach King's Equity Jurisdiction suddenly take upon themselves vibrant new importance.[4]

I have thought out this perspective that the King has on this subject matter over and over again, and based on an analysis of principles, rights, liabilities, and Cases that surface in Commercial Contract Law relating to Negotiable Instruments (as Federal Reserve Notes are Negotiable Instruments), and of the rights, liabilities and duties of *Holders in Due Course*, and I have come to the conclusion that the King is basically correct. For example, bills, notes, and checks are also Negotiable Instruments, as well as Inland Bills of Exchange. Collectively, Negotiable Instruments differ somewhat from orthodox Commercial contracts for the reason that the American Jurisprudential law concerning them springs from several different and independent sources. Whereas the simple Law of Contracts had its origin in the Common Law of England, in contrast this Law of Negotiable Instruments arose largely out of the summary and chronologically abbreviated practices and international customs of merchants in Commerce. Those merchants formulated a body of rules and common practices relating to their trade which were gradually adapted into the Law of the Law by the English Courts. Bills of exchange and promissory notes, of which Federal Reserve Notes are a composite blend of, acquired early on the

peculiar quality and nature among merchants in Commerce as being negotiable, i.e., passable as Tender to different people. Negotiability was then defined to mean that if an instrument is negotiable in form and is in the hands of a *Holder in Due Course*, then possible personal defenses someone may later assert against the Holder are cut off of in the Holder's favor. This idea of negotiability is an intriguing one. It differs quite a bit from the conception of assignability underlying the transfer of *choses in action* which are not negotiable.

Furthermore, all factors considered, it is my opinion that the King is not only just basically correct, but that the King is also in a very strong position here, and that Federal Magistrates are not Star Chamber Chancellors when throwing out your civil tax defenses that ignore this invisible and adhesive attachment of King's Equity Jurisdiction, and the strong presumption of your entrance into King's Commerce that the acceptance and beneficial recirculation of Federal Reserve Notes necessarily infers. However, the seminal reason why the King is in such a strong position is only partially related to his *sub silentio* aggression against you; the largest reason is because you, by your own default, have accepted the benefits of this Commercial nexus Equity relationship with the King. The King is in a very strong position here under normal circumstances, so you can be perfectly right for 100 reasons in your Income Tax defense, and ignore this last tiny little area in your defense, and lose (assuming that your Case is adjudged on the substantive merits, and not on some technical distraction question).

Under the Common Mercantile Law of Commercial Contract Law applicable to Negotiable Instruments, it has always been *prima facie evidence*[5] that the mere issuance of the Negotiable Instrument itself constitutes the evidence of the receipt and enjoyment of Consideration.[6] This acceptance of Consideration Doctrine is of maximum importance to understand and appreciate in its placement into the contemporary Income Tax setting, as this Doctrine has been around for a very long time, and the King is only now using it for his own enrichment. Law books repeat over and over again that acceptable Consideration may be anything that will support a simple contract, and may even specifically include previously existing debt. This Consideration Doctrine survives the codification of the Law Merchant into the Negotiable Instruments Law, and also survives the later restatement of the N.I.L. into the Uniform Commercial Code.

The Law of Commercial Contract applicable to the use and recirculation of Negotiable Instruments is quite old, just like King's Commerce itself. Commercial Paper was also used extensively by merchants in the

Middle Ages, and the origin of our contemporary *Law of Negotiable Instruments* was an unwritten Common Law applicable to merchants, called the Law Merchant. This Law Merchant was gradually assimilated as an appendage onto English Common Law, and subsequently became a part of our American Jurisprudence when the New England Colonies turned into states and adapted English Common Law. The Law Merchant is spoken of by English Judges with reference to Bills of Exchange and negotiable securities. It is neither more nor less than the common usages of merchants and traders in the different departments of trade, ratified by decisions of Courts of Law, which Courts later upon such usages being proved before them, readapted those merchant practices into the Common Law of England as settled law with a view to the interest of trade and the public convenience. Therefore, what was at one time mere custom in between merchants then became grafted upon, or incorporated onto, the Common Law, and may now be correctly said to form an overlapping part of the Common Law. When such general Commercial practices have been judicially ascertained and established, those Commercial practices become a part of the Law Merchant, which contemporary American courts of justice are bound to honor. In the early 1800's, many American states enacted their own statutes pertaining to Commercial paper, with the result being a lack of uniformity in both statutes, as well as the court decisions applying those statutes to different factual settings. Lawyers don't like lack of similarity, and so the National Conference of Commissioners on Uniform State Laws drafted a bill to make the Law of Negotiable Instruments uniform from one state to the next. The draft of the bill was called the *Negotiable Instruments Law*, which when completed in 1896 was largely enacted into *lex* by almost all the states. The contemporary Uniform Commercial Code repeals the N.I.L. in those states that have enacted the UCC; but the kicker is that old Law Merchant himself is still very much around, alive, enforceable, and kicking.

And if the King has got you accepting the Consideration inherent in Negotiable Instruments that he is a *Holder in Due Course* to, and that his Legal Tender Statutes have enhanced the value, and additionally retains a distant Equity interest in, then the King has got an invisible contract on you and the King has you plump little turkeys exactly where he wants you: Ripe for a Federal plucking. So to correctly handle this beneficial "use of Federal Reserve Notes" creating a taxing liability story, we need to start out with the basic premise that the King is correct in his assertions, and so are judges in their reasoning; to believe otherwise is to be self damaging, as we have no time to waste with any error in our reasoning.

If you are like most folks, the King has got you accepting his

Consideration and financial benefits with your mere use of Federal Reserve Notes, because most folks want to use and want to experience the beneficial enjoyment that widespread acceptance and Commercial use of Federal Reserve Notes brings. But read those words over again carefully, as they also contain the Grand Key for getting out of this Equity Ace our King has neatly tucked up in his Royal Sleeve: The contract that is in effect whenever benefits, conditionally offered, were accepted by you.[7]

Examining a profile slice of the tens of thousands of Cases out there addressing questions of Commercial Contract Law applicable to the annulment of the rights and duties of *Holders in Due Course* of Commercial Paper (notes, bonds, securities, checks, equitable specialties in general, etc.), it is the *State of Mind* of the parties at the time the Negotiable Instrument was accepted, that determines the subsequent rights and duties of *Holders in Due Course. Holders in Due Course*, so called, are in a special Status as it pertains to the use and recirculation of Commercial instruments. *Holders in Due Course* are assumed to have taken the Negotiable Instrument (Federal Reserve Note) free of the defense of "Absence or Failure of Consideration," and additionally, are generally free of all other defenses as well. When the King is a *Holders in Due Course* of Federal Reserve Notes, then the King is immune to any defense we may assert against him, as he collects on an invisible contract created when his Commercial benefits were accepted by you. Do you see why it is not very wide to snicker at Federal Judges if you have not properly handled your defense line in this area of using Federal Reserve Notes? In some cases, a *person* wants to be in this *Holders in Due Course* Status due to its protective nature, and in other circumstances, we don't want to be a *Holders in Due Course* due to the liabilities involved. Generally speaking, subject to the condition that the *person* accepted the Negotiable Instrument in good faith and for value, a *Holders in Due Course* occupies a protected position free from any personal defenses someone else may assert. But in dealing with the King on those Federal Reserve Notes, our declared Status as *Holders in Due Course* or *Holders* ***not*** *in Due Course* is not important: Because by filing Objections and Notice of Protest, etc., the King's Status as a *Holder in Due Course* is then automatically terminated, and getting the King off of that sovereign Status Throne of his is what's important.

So merely filing a Notice of Protest and Notice of Defect will automatically deny the King his coveted and protected Status as being a *Holder in Due Course* with Federal Reserve Notes, as that protective status applies to you. Remember that in our Pan Am jet leasing example, a *person* must both want and then use a benefit provided by another party, prior to effectuating an attachment of Equity

Jurisdiction strong enough to extract money from, in a judicial proceeding, out of the part in default.

And in addition to outright Consideration, by your Commercial use and recirculation of Federal Reserve Notes, the King has you strapped into his debt as an "Automatically Transferred and Joint Obligation Debtor." Under a very large body of Roman Civil Law, and Jewish Commercial Law going back to Moses and the Talmud, there is a kind of an obligation in law whose source is not contract or promise in the classical sense, but due to a ripple effect of debt, an obligation can be automatically transferred down a line of notes passers and debtors. This Doctrine is elucidated quite well in Jewish Law, where this doctrine is formally known as Shibuda D'Rabbi Nathan (meaning the line of Rabbi Nathan). Under this liability dispersion model, debt ripples from one *person* to another back up the line, without the appearance of any contract being readily apparent. Say that a *person* "A" owes money to "B", and "B" owes money to "C". *Person* "C" can then recover from "A" an amount of money not exceeding the sum *person* "B" owes to "C".[8]

The reason why this debt liability being rippled back up the line a few person is called "Rabbi Nathan's Lien" is because this rule is generally attributed to Rabbi Nathan, a tannaitic sage (Babylonia and Palestine, in the Second Century), who first formulated it on the basis of a certain interpretation of a Mosaic text. Here in the contemporary United States, a very similar analogy is found operating both in Contract Law and in Tort Law, but for different reasons.

1. Under Tort Law liability reasoning, persons who you never had any contract or contact with, are liable for damages they work on you. For example, be underneath an airplane when it crashes. Under the *Joint and Several Liability Doctrine*, attorneys will sue the Federal Aviation Administration, the pilot, the local political jurisdiction that owns the airport, the contractor who built the airport, the airline, the airline's insurance company, the airline's airplane manufacturer, persons who supply parts to the airplane manufacturer, the pilot's mother, etc., without limit, right up the line.

2. When a grievance is under Contract Law jurisprudence, generally, persons not a party to the contract are normally exempt from liability absent an interfering Tort they worked, somehow (Called *Tortious Interference with Contract*).

But properly viewed at the conclusion of the grievance, this Rabbi Nathan's Lien is no more than just an asset seizure against debtor's

assets held by third parties, and whether the underlying factual setting behind the Judgment was under Tort Law or Contract Law is now irrelevant, once the Judgment has been docketed, and that *person's* assets are now under attack. So when a judgment has been obtained against Party "B", and Party "C" owes "B" some money, then when Party "A" throws an action at "C", then that arrangement is no more than the equivalent of a directed wage garnishment that goes on every single day of the week, here in the United States. And just as this Liability Ripple Scenario goes on at such a quiet level with wage garnishments, so too does it carry on at a national level with you and I and our assets being pledged to pay off the National Debt of the United States.

But our King is our adversary in Court, and his attorneys use partially twisted logic to quiet our exception from taxation arguments, and so their attitude is a simple "you pay." But important for the moment is your knowledge that your Commercial use and recirculation of Federal Reserve Notes is properly deemed a sufficient nexus to the King's Equity Jurisdiction as to effectuate an attachment of liability for the payment of the King's outstanding debt that he owes to the Federal Reserve Board, with the amount of your payment being measured by your net taxable income. Other personal assets are deemed collateral material as well, but the King's key to effectuate this liability is our Enfranchised Status, under contract. Since the Angle-Saxon Law Merchant wants to see Consideration, and Consideration is present when Federal Reserve Notes are recirculated in King's Commerce, a taxing liability does exist of and by itself under English Common Law. This Jewish Ripple Liability Model is supporting evidence to conclude that although we might not like our King, there is a very wide body of law out there in the world to support our King with his taxing justification theories. The Law is always justified, and this is just another layer of justification for the King to use as an excuse to raise revenue. This Ripple Effect Liability Law springs forth from several different seminal global points of pronouncement, and it does support the King in this very subtle attachment of taxing liability. So let's change the factual setting by correcting our Status, and stop snickering at the fat King, as he is only using common law (the national equivalent of wage garnishments) and ancient law (its longevity and long term universal acceptance means that it is well Principled and well founded) to support his excessive financial demands.

Question: What if you don't want to accept the benefits of and use of Federal Reserve Notes?

What if you are different? What if you have factual knowledge that the King only got this monopoly on American currency circulation (both

gold and silver), not by free market acceptance and competitive universal respect and appreciation for benefits offered by his Legal Tender Statutes, which is the way all Commercial transactions should be based, but rather, through force, duress, coercion, penal statutes, naked physical duress, and literally out of the barrel of a gun: Because guns being drawn is exactly what two remaining private coin mints saw as United States Treasury Agents raided the last diehard private coin mints in California in the late 1800's, and physically destroyed them (but that intriguing Americana history following an act of Congress in 1864 banning private coins as currency is another Letter). But dealing with Private Coin Mints out of the barrel of a gun is only half the story, as our King is usually quite thorough in whatever he decides to muscle in on. The King also dealt with the private circulation of Notes (both bank notes and private company notes that circulated just as if they were currency) through a series of penal statutes going back to the Civil War.[9]

After the Civil War, the King's enactment of currency monopoly statutes paralleled his Private Express Statutes in the sense that private postal companies previously competing with the King were ordered shut down and put out of business at gun point,[10] and our King sealed himself up a national postal monopoly. No more would be the days of the 1800's, when many banks and private companies issued and circulated their own widely accepted currency. Our King doesn't like competition, and he has this nasty habit of his to use penal statutes and his hired bouncers (the U.S. Marshals, as the King's Bouncers) to force people into relationships with him, against their will and over their objection, that they would never have voluntarily consummated on their own free will and volition.

[For example, here in Rochester, New York, some enterprising folks, seeing the escalating rise in postage prices going on in the early 1970's, and detecting that something just wasn't right here due to the wide percentage variance in cost and pricing, promptly went about setting up their own postal company in 1976. They concentrated on Rochester's Central Business District, and offering the lower prices that they did, quickly signed up law firms, banks, accountants, hotels, and the like. Several national magazines featured articles about them,[11] but the King's Agents in the Postal Service, smelling an inexpensive upstart on the block offering cheaper prices and accelerated delivery schedules, quickly threw a Restraining Order Petition at Rochester Postal Service in Federal District Court here. The Petition was granted, with justifying reference being made to the Private Express Statutes of the Civil War Era. On appeal, the Second Circuit in New York City went into a discussion on how the King's right to seal up a national postal monopoly under penal statutes has

never been successfully challenged, and remains essentially airtight.][12]

But for our purposes here in addressing the attachment of revenue Equity Jurisdiction by the acceptance and use of Federal Reserve Notes as a *Holder in Due Course*. What is important is that it is you, under the *Ratification Doctrine*, by your own silence and default, by your failure to object and to object timely, it is by your silence that the King wins. Under this Doctrine, your silence in the face of a proposition being made to you constitutes your approval of the proposition, if synchronous with the silence you experienced a benefit. Reason, logic, and common sense. Let us consider the application of this *Ratification Doctrine* as it hypothetically applies to a person acting in the subordinated position of agency for another person.[13]

When one such person, as agent, does an act on behalf of another person, but without complete authority, the person for whom such act is done may afterwards adopt the act as if it is done in his behalf, thereby giving the act the same legal effect as if it had been originally fully authorized. This subsequent retroactive consent, the effect of which relates back to the time of the original act and places the Principle in the same position as if he had originally authorized the act, is called *Ratification*.[14] Under this hypothetical agency relationship, when a person finds that an act has been done in his name or on his behalf, that person must either Ratify it, or in the alternative, disaffirm it.[15] But silence constitutes approval of the act.[16]

*Ratification* may be implied from any form of conduct inconsistent with disavowal of the contract; therefore anything else, other than explicit and blunt disavowal, is *Ratification* -- if synchronous with the silence, benefits offered conditionally were accepted. This is quite a strong Doctrine, but it has to be this way under Natural Law, since benefits offered conditionally are being accepted, invisible contracts are in effect, and failure to require the party experiencing the benefits to act quickly and reject the benefits constitutes a Tort on the other party. This *Ratification* is analogous under Contract Law to the acceptance of the contract's proposition (*Mutual Assent*), and hence is irrevocable.[17]

And this is why filing an Objection, Notice of Defect and Rejection of Benefits to the King, objecting to your involuntary use of Federal Reserve Notes, carries no retroactive force or effect with it back into preceding years.[18] It is a Principle of Law mentioned over and over again in Contract Law books that silence can effect ratification

in the context of a benefit assertion.[19]

Remember that to really understand a doctrine, we need to examine it from manifold trajectories; and in so viewing, from a Judge's perspective, what the *Ratification Doctrine* is trying to avoid, we find that to allow the annulment of a contract on repudiation grounds on anything less than a firm and positive "no," has the direct effect of working a Tort on the other party, since benefits were transferred from one party to the next.[20]

The application of this *Ratification Doctrine* is not restricted to favor the Government in the evidentiary presumptions of consent that it creates, as the Supreme Court holds this Doctrine to be binding on all persons dragged into its machinery.[21]

The application of this *Ratification Doctrine* in the area of the Citizenship Contract does create an invisible contract, as the burden to prove that the contract does not exist then falls on the individual, with the King not required to prove or adduce anything. This Doctrine is held operational against everyone indiscriminately as the Principle that it is, when the factual circumstances warrant its provident application; this even includes drawing inferences against the Congress itself.[22]

There is an old Roman saying that "... He who remains silent certainly does not speak, but nevertheless it is true that he does not deny."[23] The situation expressed by that legal truism has been the source of some blurry confusion in our Law of Contracts. Though acceptance of an Offer is usually made by spoken or written words, quite often the Offer may call for act or authorization requiring some other mode of acceptance. As the Offeror is the "Czar of his Offer," such acts, when induced by the Offeree, constitute the acceptance.[24]

In such cases of negotiated commercial contracts, now there is something here explicit by which to judge the intention of the parties; but as we shift over to invisible juristic contracts, where the mere passive conduct of the Offeree (you and me) is claimed to be an acceptance of benefits by Government, now the question is more difficult -- as some of the requisite indicia applicable to Laws governing commercial contracts has to be laid aside; like Mutual Assent.[25]

However, rather than Patriots fighting an area of grey where there is some *de minimis* merit to the Government's position, it might be best to simply accept the application of the *Ratification Doctrine*, accept the fact that invisible contracts are in effect by your silent passive benefit acceptance and refusal to explicitly disavow and reject

benefits, as generally held by Judges - but then turn around and walk away from the contract for other reasons, like *Failure of Consideration*.[26]

So the assertion by the King of his Status as a *Holder in Due Course* (and therefore normally protected from any defense that you may throw at him via a Federal Judge in an Income Tax grievance) then becomes meaningless: If you first Notice the King out and Object with a Rejection of Benefits, and have so Objected timely. Failure to serve a Notice of Defect on the King is fatal, as without that Objection by you, the King retains his protective *Holder in Due Course* Status, and with that Status you have absolutely no substantive defense to assert against him.

Question: How do you Object?

In Objecting to Federal Reserve Notes, we need to be mindful of the fact that Federal Judges normally do not take Judicial Notice of the Federal Reserve Note equity attachment question. By the end of this Letter, you will see the larger and more important invisible contracts to be dealt with, if a pure and correct severance of yourself away from the adhesive siphon of the Bolshevik Income Tax is to be perfected. Primarily, they search the record for the political contract of Citizenship, and when Citizenship is found, generally they stop right there and then. However, if dealing with a Denizen or some type of non-resident alien, Federal Judges then shift their attention over to finding some Commercial benefits that were accepted, in order to justify the extraction of Income Taxes out of the poor fellow's pockets, acting Ministerially as enforcement agents the way they do. So although Federal Judges find it unnecessary to take Notice of your acceptance of Federal Reserve Notes at the present time, when all other political and Commercial contracts have been correctly severed, this one remaining Commercial contract is going to be an item that needs to be wrestled with, in advance of its apparent necessity.

So if three years from now the IRS throws a prosecution at you, and you argue non-attachment of liability to Title 26, so called, based on a pure severance of Equity, then how will you prove what your *state of mind* was in 1986, as it pertains to the Federal Reserve Note use and recirculation question? Remember that the claimed *state of mind* of a Party is an affirmative defense. The person asserting the defense has the burden to prove its merit, and reasonably so. The King does not have to prove that you entered into the acceptance and beneficial use of Federal Reserve Notes with profitable expectations in your mind. Such a positive, beneficial, and Commercial Federal Reserve Note use assumption is automatically inferred by the Commercial nature of those Notes and the "Public Notice" Status of the King's Title 26 statutes,

and so you have to prove the opposite. How are you going to prove what your *state of mind* was in 1986? Are you going to subpoena your wife into the Courtroom and ask her to tell the Court what you said three years earlier in 1986?

"Oh, yes. I remember. Hank said that he didn't like using them things."

Well that is not much, and that is not the kind of an Objection, Notice of Protest, and document *state of mind* that the Supreme Court will respect. So what we need to do in order to Object timely, is to file a specific Objection with the Secretary of the Treasury, and simply tell him what your *state of mind* is at the present time; and synchronously record that document in a Public Place. Documents written by individuals are often very strong pieces of evidence to prove a person's *state of mind*, and will, under some circumstances, directly overrule another person's first-person oral testimony on grounds relating to the *Parole Evidence Rule* (most often such circumstances surface in Probate proceedings in Surrogate's Court when a Will or its Codicil is being contested). If the IRS has a prosecution in gestation against you at the present time here in 1985, and the IRS is moving against you in some manner for the years, say, 1982 and 1983, then filing this Notice of Protest and Objection will have no retroactive effect. Filing this Objection at the present time merely documents your *state of mind* at the present time, and so if the IRS moves against you in three years, this preventative step you take at the present time is interesting prosecution annulment material.[27]

Since the King's Attorney will present some old bank account that you had gotten rid of years earlier, and will conveniently not show your recessions to the Judge at the time the Summons is signed, none of this Status correction material will likely deflect the original initiation of a prosecution itself.

In your Objection and Notice of Protest, we might want to mention that you are using Federal Reserve Notes for minimum survival purposes only, and that even this use is reluctant, because in a previous day and in a previous era, the King used his police powers to seal a monopoly on currency instruments, and so now you have no choice in selecting between different currency instruments to use -- and the involuntary adhesive attachment of Title 26 civil liability that occurs while you are being backed into such a corner, occurs against your will and over your objection.

Your *state of mind* is not one of beneficial acceptance and enjoyment of Federal Reserve Notes, but one of a forced *de minimis* coercion. You are not using Federal Reserve Notes for Commercial profit or gain, but

such use is out of practical necessity since the King has physically removed all currency competitors from the marketplace under his penal statutes and literally by physical duress; and so now your use of Federal Reserve Notes is by lack of alternatives to select from, not freedom of choice. By such monopoly tactics, the King is engaging in unfair Trade Practices, which if you or I did the identical same thing, we would be incarcerated for it under numerous Racketeering and Sherman Anti-Trust criminal statutes. Yet the *forced* monopoly of a currency serves no beneficial public interest,[28] and is actually an instrumentality to work *magnum* damages on us all after the King replaces his initial hard currency later on with a paper currency (which has now happened). Remember that Federal Judges see important benefits in everything the King does, and there are legitimate benefits in having a uniform national currency to pursue Commercial enrichment with -- when those benefits were sought after voluntarily.[29]

Judges perceive of those benefits as being related to the Legal Tender status of the King's Currency, among other things. What Federal Judges do not see collectively is that those FRN's possess only those benefits that any widely accepted circulating currency would also offer, and are the same benefits that privately circulating notes and coins did in fact offer here in the United States prior to the Civil War. The King is not entitled to demand taxation reciprocity by merely replacing benefits originating from private mints with benefits originating from the Congress under the cloak, cover, and duress of penal statutes. So by enacting that succession of penal monopoly statutes that shut down competitors, the King has transferred the origin of currency benefits away from private mints and banks, over to himself. A forced uniform national currency serves only the private financial enrichment objectives of the King by getting everyone into Interstate Commerce, among other things, and also serves the objectives of Special Interest Groups who very much want to see the King circulate paper currency expressly for the purpose of perfecting our enscrewment -- if it were not so, the King would not have had to use penal statutes and armed stormtroopers in the 1800's to enforce the acceptance of his currency monopoly *lex*. If a single national currency medium did in fact serve everyone's best interest, if everyone wanted to use the King's paper money, then why did the King have to resort to the display of physical force when initiating such a currency monopoly by police powers intervention in the 1800's, and now unilaterally use that monopoly to administratively coerce people into contractual situations they did not otherwise want or enter into?

Therefore, you do not accept any Consideration the King is handing you when Federal Reserve Notes circulate into your possession (and

remember that the King's Legal Tender Statutes have very much enhanced the market value of Federal Reserve Notes). And that such use of Federal Reserve Notes is occurring against your will and over your objection and Protest, for, *inter alia*, want of alternatives, and with the reason why there are no alternatives is due to Federal monopoly penal statutes forbidding such alternatives, and that such a monopoly is an unfair restraint of trade (unfair because it is unnecessary) anyone else gets incarcerated for.

Remember that in dealing with Federal Judges, you need to "hit the nail right on the head," and by rejecting Federal benefits, and then explaining your rejection through chronologically sequential presentations of facts and of reasoned legal arguments; when that has been done, then where once there was a Courtroom hurricane of unbridled retortional ensnortment by Federal Judges, designed to rub in, in no uncertain terms, their strong philosophical disapproval of Tax Protestors -- now suddenly in contrast, everything changes over to a quiescent environment.[30]

Additional objections along the lines that Warburg and his Gremlin brothers in crime, the Rothschilds, through their ownership of the Federal Reserve System, are third party beneficial interest holders, and that use of the police powers for the private enrichment of a Special Interest Group is unlawful, since under Supreme Court rulings, when the King enters into Commercial activity, his Status descends to the same level as other merchants,[31] and that any other American merchant who pulled off such a gun barrel monopoly grab would be incarcerated for doing so. Numerous Contract Law books provide a rich abundance of defenses to assert against Negotiable Instruments.[32]

Numerous defenses to assert in your Objection and Notice of Protest against the use of Federal Reserve Notes attaching liability to Title 26 due to their Status as circulating Commercial Negotiable Instruments involve both Real[33] and Personal Defenses.[34]

Some of the defenses you could claim include undue influence,[35] absence or failure of Consideration,[36] moral fraud,[37] necessity, unilateral adhesion contract made in restraint of trade,[38] economic duress,[39] and the like.

Some of those Objections and statements are milktoast, and will later fall apart and collapse under attack by the King's Attorneys in adversary proceedings, and properly so. Reason: The Use and recirculation of Commercial Federal Reserve Notes necessarily involves a Contract Law factual setting, and so our arguments along the lines of the King's basic unfairness in sealing up his national currency

monopoly, etc., are only peripheral arguments; only direct coercion in the use of Federal Reserve Notes is strong enough to strip the King of his Status of a *Holder in Due Course*. And unfairness arguments sounding in the Tort of third party Special Interest Group penal statute sponsorship and of Congressional intrigue in 1913, even though very accurate factually, are way off base, if we are going into the Supreme Court under a factual setting calling for Contractual Law settlement reasoning.

But for us right now, which Objection reason that we stated, either stands or falls when under attack later, is not important. And what is important is denying the King his protective Status as a *Holder in Due Course* against you (if the King is a *Holder in Due Course*, the Principle is that we have no defenses to assert against him), by filing your *Notice of Protest* and related corrigendum (meaning filed in an interlocutory state in contemplation of secondary enhancement or error correction at a later time). But some of those arguments we listed will survive, as the naked facts surrounding the forceful acquisition of the King's monopoly on national currency are quite authentic, and elements can be raised to take the factual setting out of Contract Law and into Tort Law where, at least as a point of beginning, those arguments then become relevant [however, those arguments probably won't even be addressed for other reasons]. So we are exactly on line in some areas (assuming the Case was properly plead by referring to the Supreme Court rulings on the declension in Status the King experiences when the King engages in Commercial activity).[40]

So the final analysis is not important right now. Getting a general Notice of Protest documenting the situational infirmities to the other party; invoking Tort Law to govern the factual setting surrounding your involuntary use of Federal Reserve Notes; and stating that there has been a *Failure of Consideration*; as your *state of mind* is what is important, and the detailed judicial affirmation or rejection of your specific Protest reasons can occur later in adversary proceedings. Failure to object is fatal, and failure to object timely is equally as fatal, as you have no right to ask the Judiciary to help you weasel out of the terms of contracts you originally intended to benefit from (which is necessarily inferred when no timely Objection was filed on your part). If we have corrected our Status, we filed our Objections timely, and we still lose, and the reasons why we lose on this issue have their seminal point of origin in the King's police power tactics in the 1800's, then it would then be time to consider dealing with the King on the same terms the King's Treasury Agents dealt with the two remaining die-hard California Coin Mints: Out of the barrel of a gun.[41]

With the prosecution of Individuals, whose status is near lily white, being sandbagged at low administrative and judicial levels, then such an aggressive retortional atmosphere of confrontation is quite unlikely to occur. But until those circumstances do happen, then let's not badmouth the Judiciary, because as for the past and present, *Principles of Nature* rule in the corridors of the United States Supreme Court, to the extent that they are able to apply such majestic Principles to such pathetic factual settings they are frequently presented with -- with petitioners and criminal Defendants who are not entitled to prevail under any circumstances, as contracts are in effect.

Subject to these following qualifications, the filing of this Objection on the involuntary use of Federal Reserve Notes will arrest the movement of the King's Agents in a civil prosecution against you on this particular adhesive attachment of King's Equity Jurisdiction. But the most interesting reason why you now reluctantly use Federal Reserve Notes is yet to come; and it is the one reason the King's Attorneys will never be able to tear apart and get judicially annulled [it will be sandbagged before it gets annulled]. And it is the one reason why even an otherwise reluctant Supreme Court might just respect this Objection, regardless of how irritating it may be for some imps nestled in the Judiciary, since the effect of this one last Objection automatically vitiates the most solemn written contracts ever sealed.

Your Objection might want to contain the following:

> 1. An historical overview of the gun barrel and penal statute factual setting surrounding the acquisition of a national currency monopoly by the King, with the authorities for your statements being cited;
>
> 2. Stating in all of your Objections and Notices of Defects, that your occasional use of Federal Reserve Notes is involuntary, and transpires because you are seeking to avoid being incarcerated as an accessory to the criminal circulation of illegal currency under Federal statutes.

That's right. That is the real reason why you now reluctantly use Federal Reserve Notes: Not because you want to, and not necessarily because of what some Treasury Agents did in California in the 1800's, but because if you now started using your own currency instruments here today in 1985, then the King will incarcerate you for doing so; and therefore we have no choice but to use the King's designated currency against our Will and over our Objection.[42]

Your entrance into that closed, private domain of Interstate Commerce, by the use and recirculation of Federal Reserve Notes (the King's Money), is involuntary by reason of pure physical coercion. Remember that the character of every act you do, and every prospective act you avoid doing, depends upon the documented background circumstances behind which the act is either done or avoided,[43] and your ability to document and prove your *state of mind* is absolutely mandatory as a point of beginning: So let's not snicker at Judges as they toss out arguments based merely upon some recollected memory reconstructions from out of the past. If you claim that your involvement with the King in his closed private domain of Interstate Commerce occurred by reason of physical coercion, then the first question a Federal Judge will be asking himself is:

> Who coerced you, when did this coercion take place, and what were the background circumstances surrounding the coercion?

What the Judge will then do is to make an assessment of the overall legitimacy of your claims. Talking about the naked aggression of Treasury Agents in California in the 1800's is one interesting story out of the past, but talking about a direct operation of coercion on you today in the 1980's is even better. Remember that lightly claiming duress and coercion is one easy thing to do, but proving such coercion is another. Absent a presentation of the King's monopoly acquisition tactics, of his snuffing out currency (coins, bank notes, and private paper) competitors in the 1800's, and of his contemporary eagerness to incarcerate competitors and private currency lone wolves, absent such factual background material your claims of duress and coercion to invalidate the Contract Law jurisprudential setting of Federal Reserve Notes, as it applies to you, are possible candidates to fall apart and collapse before the Judiciary. So tell the Court about the currency history of the King, and his acquisition of a currency monopoly out of a barrel of a gun, and then cite exactly, and then quite directly, the verbatim wording of the Federal statutes that criminalizes your acquisition and recirculation of any other Currency Instrument other than the King's specified Legal Tender for the extinguishment of your private debts, in order to prove your *state of mind*.[44]

The reason why it is to your advantage to talk about these historical aspects and give a Federal Judge a long chronicled history of the King's gun barrel muscle tactics you are objecting to, is because their Federal Benchbook is silent on it (except for numerous 1800's Case quotations), and so very few Federal Judges actually know anything about the currency history of the United States, and when Judges have been confronted with accurate presentations of historical facts, they can and will rule against Government and reverse

themselves publicly in Opinions,[45] and also quietly in post-Opinion regrets.[46]

So giving Federal Judges a more factually detailed presentation of history, than is carefully given to them in those Government Seminars of theirs, operates to your advantage. Your use of Federal Reserve Notes, under objection to avoid incarceration, is the kind of a documented coercion factual setting that is going to give the Supreme Court something to think about, if the grievance ever gets to them. This involuntary entrance into King's Commerce by reason of threat of incarceration severs this civil attachment of Equity Jurisdiction that is otherwise airtight for those folks not Objecting substantively and timely [because benefits were rejected and there is now a *Failure of Consideration*], and completes our efforts to convert the basic Contract Law factual setting that the use of Commercial Federal Reserve Notes necessarily mandates, somewhat over into Tort Law (so our unfairness arguments then can become relevant).[47]

That documented involuntary behavior to avoid incarceration is the one magic liability -- vitiating line that Judges never deviate from, and that incarceration threat is the kind of an Objection that Judges want to hear, and that is the kind of an Objection that the Supreme Court will respect. But as always, it is the waiver and rejection of Royal benefits that is the most important item to address; and the King's Legal Tender Statutes have very much enhanced the market value and general Commercial attractiveness of those Federal Reserve Notes, so as viewed from the perspective of a Federal Judge, when you accepted and then recirculated Federal Reserve Notes, you have accepted a Federal benefit.[48]

So the King has the requisite standing jurisdiction to use his police powers to seal up monopolies on currency and postal services: But when he threatens to cause those penal statutes to operate against you, the King can then forget about the assertion of any adhesive revenue enhancement Equity Jurisdiction on us, if you will but so much as Object substantively and timely so as to trigger Consideration Failure.

You should remember that filing such an Objection, say next year in 1986, will only assist you in a future prosecution. If the IRS is going after you today for 1981 to 1985, then your failure to Object timely was fatal on your part, as this Federal Reserve Note Objection carries no retroactive force with it. Remember that the King's throwing a prosecution against you is an adversary proceeding. If the King's Attorneys make the assertion that you had accepted and use Federal Reserve Notes (with the long history of Consideration Law to support the King in this area going back into English history and the

Medieval Ages), and you retort by saying that you didn't want to use Federal Reserve Notes without being able to explain exactly how and why your use was involuntary, then the Federal Judge has no choice but to rule against you, as in that setting the preponderance of the evidence favors the King. So the King wins by your own half-baked minimum efforts and default in proving your assertion. But if you do cite authorities, quote the King's criminal statutes verbatim, and prove everything, then there is not a Federal Judge in the entire United States who could rightfully hold that your use of Federal Reserve Notes is voluntary for Commercial gain, and that an adhesive attachment of revenue Equity Jurisdiction attaches for this reason (and that specifically includes the Supreme Court). The King may have numerous other Equity hooks into you depending on your individual circumstances, but he will be restrained from using this one hook against you.

[As I said in the Armen Condo Letter, in a criminal prosecution setting, it is a general policy custom that the Judiciary requires a much higher evidentiary standard of knowledge of wrongdoing and of Commercial enrichment experienced in the closed private domain of King's Commerce; but as you should see by now, through a strict technical reading of Title 26, no bank accounts are ever needed to perfect a 7203 prosecution. By its own statutory wording, either your documented involvement in Interstate Commerce, over the minimum liability threshold level, or your Citizenship Contract, attaches all civil and criminal liability the King thinks he needs. But Federal Judges do not necessarily think like the King thinks, and in a criminal prosecution for Title 26 infractions, the Judiciary, by custom, would like to see a higher level of administrative and merchant status than the mere use and recirculation of Federal Reserve Notes infers. That higher evidentiary standard that Federal Judges hold was all that I meant in the Armen Condo Letter. And since the Federal Judge had Armen Condo's bank account contracts in front of him, the Constitution then became irrelevant in Armen's *Restraining Order* defense. So, generally, what the Federal Bench wants to see is some type of a contract before they will consent to a criminal prosecution for Title 26 penal infractions. There are exceptions where such instruments of *Conclusive Evidence* like bank accounts are not pursued that much, but those exceptions do not apply to you or me. To my knowledge, no one in the United States has ever been incarcerated at any time for any penal infraction of Title 26, with the only evidence being acceptance and beneficial use of Federal Reserve Notes in Interstate Commerce. Evidence of the acceptance and beneficial use of Federal Reserve Notes is quite frequently adduced into criminal prosecutions by the King's Attorneys in the Public Show Trial, but only a collaborating secondary evidence behind serious contracts the

IRS quietly gave the Judge in his Chambers before the prosecution even started. This Equity hook the King has up his Royal sleeve (use of Federal Reserve Notes) is generally applicable against you as *Prima Facie* primary evidence only in the lower evidentiary standards of a free wheeling civil arena.]

So important for us is the filing of the Objection and Notice of Protest, and filing the objections timely. And each of these Objections should be separate and distinct from each other (Admiralty/Birth Certificate, Equity/Social Security, Commercial/*Holders in Due Course*, etc.). What happens if the Supreme Court rules some day of in the future that King's Revenue Equity Jurisdiction still attaches to involuntary users of Federal Reserve Notes? We will then have to acquire our rights from our contemporary King the same way Ben Franklin and George Washington acquired their rights: Out of the barrel of a gun.[49]

We always want to take a moment and examine ourselves in known impending grievances from the viewpoint of our adversary, in order to see things like a judge; and when dealing with an attack on the acceptance and recirculation of Federal Reserve Notes, an argument will likely be advanced to try and discredit your objection:

> Your adversary will argue that Federal Law, not State Law of the UCC governs your attack on Federal Reserve Notes. Their arguments are based on numerous federal court rulings -- one of which is when the Supreme Court once ruled[50] that the rights, duties, and liabilities of the United States on Commercial paper are issues that are to be governed exclusively by federal law, and not governed by state law. Therefore, your adversaries will argue that your reliance on the UCC, which are a collection of state statutes, as a source of authority, is ill-founded and that you are not entitled to prevail. This argument does not concern us at all, since in reading *Clearfield Trust,* the reason why the Supreme Court wants federal Commercial paper to be governed by Federal Law and not State Law is because they do not want the Federal Government subject to 50 different rules and restrictions proprietary to each state:
>
> "But reasons which may make state law at times the appropriate federal rule are singularly inappropriate here. The issuance of Commercial paper by the United States is on a vast scale and transactions in that paper from issuance to payout will commonly occur in several states. The application of state law, even without the conflict of laws rules of forum, would subject the rights and duties of the United

> States to exceptional uncertainty. It would lead to great diversity in results by making identical transactions subject to the vagaries of the laws of the several states."[51]

Since the Uniform Commercial Code is just that, i.e., *uniform* throughout all of the states except one (Louisiana), having the issuance and Commercial use of Federal Reserve Notes subject to this uniform code, in the absence of any federal law to the contrary, is most appropriate. Subjecting the rights and duties of the United States and it's pet corporation, the Federal Reserve, to the uniform rules of the UCC to fill in missing gaps in Federal Commercial Laws, offers to expose the United States to no exception uncertainty. Although there very much is a Federal Law Merchant,[52] State Law is silent on the matter;[53] and so now that leaves Federal Judges making the law.[54]

Remember that the *Principles of Nature* the UCC codifies into sequential statutes is merely the old Law Merchant of our Fathers, and that our Fathers merely codified reason, logic, and common sense; and the Uniform Commercial Code, even though it is state law, is merely cited to both fill pronouncement voids in the Federal Law Merchant, and as simply the best pronouncement of *Principles of Nature* denominated to apply to Commercial factual settings.

The Principle we invoke when coming to grips with these Federal Reserve Notes is merely common sense: That a person we are trying to avoid doing business with (the King) loses his expectation of our conformance to his statutes, when we place him on our *Prior Notice* that Defects are present in the paper he is circulating, and that we are not accepting the benefits otherwise inuring to the Holders and Recirculators of his Federal Reserve Notes, by reason of involuntary use. Everything in this Letter is all inter-related to some extent; earlier, I discussed the *Ratification Doctrine*, by which Judges hold that silence on your part, in the context of an assertion being made against you, constitutes your acceptance of the proposition that you are silent on (and for good reasons: Because benefits are being accepted by you). This Notice of Defect reverses that state of silence, and the King is forced to experience a declension in his coveted status of expecting a perfect non-defense case against you, based on your terminating the acceptance of the benefits of the use and recirculation of Federal Reserve Notes. The UCC largely codified all of this since merchants have it out with each other all the time on this very question with Negotiable Instruments, and as such the UCC gave every possible thing and every party nice proprietary names and labels so that attorneys and judges can all deal with these factual settings with everyone speaking the same vocabulary. So, if the UCC is

technically non-applicable to Federal Reserve Notes, then we don't really care, as the UCC is no more than codifying Nature, as Principles operate transparent to changes in factual settings. If we are Objecting to a thing, like a Note, then the Maker has lost his expectation of not having any grievances to deal with on that thing (Note); and that is only common sense. And we cite the UCC as the best codified pronouncement of that Doctrine, and we encourage our adversaries to find any federal statute inconsistent with the UCC's pronouncements.[55]

As you well know, Mr. May, it is a *Principle of Nature* that an ounce of prevention is worth ten tons of labor exerted later on in patching up. And merely preparing your multiple objections now, in writing, will spare a person from substantial expenses in depositions and the like later, as the collection of evidence, is, generally speaking, an expensive and time-consuming process. With rare exception, all of the Patriot lawsuits I have examined never involved any form of Depositions or Interrogatories being take on the Defendant (and the Patriot wonders why he loses). All of that is neatly avoided by a few preventative steps.

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**[1]** If there are *Holders in Due Course*, are there also *Holders* ***not*** *in Due Course*? Certainly there are. The volume of Contract Law in this area is quite extensive, and in this brief Letter, only a brief profiling synopsis is appropriate. [return]

**[2]** Federal Reserve Notes are debt obligations of the United States Government. See Title 12, Section 411. [return]

**[3]** "United States coins and currency (including Federal Reserve Notes and circulating notes of Federal Reserve banks and national banks) are legal tender for all debts, public charges, taxes, and dues. Foreign gold or silver coins are not legal tender for debts." - Title 31, Section 5103 (September, 1982). [return]

**[4]** So looking inversely at the entire King's Equity pie of taxing hooks that he has got into you, only a totally pure decontamination of yourself away from that multiplicitious array of political and Commercial benefits the King is offering, of all benefits up and down the entire adhesive line of largely invisible juristic contracts, will properly sever yourself away from the adhesive administrative mandates of Title 26. [return]

**[5]** *Prima Facie Evidence* is moderately good and acceptable evidence, although not air tight, and stands as valid unless countermanded. On the other hand, *Conclusive Evidence* is strong and very difficult to

challenge, and is incontrovertible. [return]

**[6]** Remember that Consideration is a benefit you enjoy. This *prima facie Evidence Doctrine* is replicated over and over again in numerous books on Contract Law and Commercial Law. Our King did not invent this *prima facie* Consideration Doctrine, as its seminal point of origin goes back into the Middle Ages in England, which is before our King even existed. [Citations deleted]. [return]

**[7]** Yes, the benefits that were accepted by you carried with them invisible hooks of reciprocity, so now, as uncomfortable as the hooks are, contracts are in effect, and Patriot arguments sounding in the Tort of unfairness are not relevant. [return]

**[8]** For a discussion on how the right of a first debtor to come and operate a liability against a second ripple debtor, back to the first debtor's creditor, see Rabbi Isaac Herzog, Chief Rabbi of Israel, in the Second Volume of *Main Institutes of Jewish Law*, entitled "The Law of Obligations" (1967). [return]

**[9]** Starting with the *Legal Tender* Laws in 1862, then the *National Banking Act* in 1864, then the previously mentioned acts outlawing private coin circulation, then an act in 1865 imposed a 10% tax on state bank note issues. In *Veazie Bank vs. Fenno* [75 U.S. 533 (1869)], the Supreme Court ruled that a tax of 10% on state bank notes in circulation was held to be Constitutional, not only because it was a means of raising money, but that such a tax was an instrument to put out of business such a competitive circulation of those private notes, against notes issued by the King. The combined effect of those Civil War era penal statutes collectively was to monopolize the entire American currency supply under Federal jurisdiction (which is exactly what the King wanted). By these penal statutes, both privately circulated coins and paper notes were outlawed, and die hard private mints were later purchased by the King, and otherwise put out of business, permanently. And in the 1900's, under an administrative regulation promulgated by the Board of Governors of the Federal Reserve Board, the issuance, if even for brief promotional purposes, of publicly circulating private bank notes by member banks, is forbidden. [return]

**[10]** The Private Express Statutes remain today as Title 38, Sections 601 to 608; and Title 18, Sections 1693 to 1699. [return]

**[11]** Exemplary would be Fred Ferretti in "Private Mail Delivery vs. The Letter of the Law," *New York Times*, September 25, 1976. [return]

**[12]** *United States Postal Service vs. Brennan*, 574 F.2nd 712 (1978).

There were no non-Commercial Status arguments made by the Brennans. [return]

**[13]** See *Ratification by an Undisclosed Principal* by Edwin Goddard in 2 Michigan Law Review 25 (1903). [return]

**[14]** See Notes, *Agency -- Ratification* in 1 Michigan Law Review 140 (1902). [return]

**[15]** See *the Effect of Ratification as Between the Principle and the Other Party* by Floyd Mechem in 4 Michigan Law Review 269 (1905). [return]

**[16]** "Where a contract has been made by one person in the name of another, of a kind that the latter might lawfully make himself, and the only defect is the lack of authority on the part of the person acting, the subsequent ratification of that contract, while still in that condition, by the person on whose behalf it was made and who is fully appraised of the facts, operates to cure the defect and to establish the contract as his contract as though he had authorized it in the first instance. From this time on, he is subject to all the obligations that pertain to the transaction in the same manner and to the same extent that he would be had the contract been made originally by him in person, or by his express authority. The other party may demand and enforce on the part of the principle the full performance of the contract entered into by his agent." - Floyd Mechem in *The Effect of Ratification as Between the Principle and the Other Party* in 4 Michigan Law Review 269, at 269 (1905). [return]

**[17]** The Law of Contracts requires *mutual assent* to be an element present between the parties when contracts are entered into. However, mutual assent is quite different from mental assent:

> "In the field of contracts, as generally elsewhere, `We must look to the outward expression of a person as manifesting his intention rather than to his secret and unexpressed intention. The law imputes to a person an intention corresponding to the reasonable meaning of his words and acts." - *Lucy and Lucy vs. Zehmer*, 84 S.E.2nd 516, at 521 [Supreme Court of Appeals of Virginia (1954)].

Folks who believe that *Mental (Intellectual) Assent* is a necessary ingredient to the formation of contracts are in error. A person can internally frown and repel a contract in the back of his mind, but still be held to be bound by the contract due to his exterior movements in accepting benefits. And as we shift over to discuss a *Principle of Nature* regulating the commencement of invisible contracts thrown at folks by Juristic Institutions, nothing changes there,

either. Protestors claiming to be exempt from being attached to expectations of taxation reciprocity by reason of no *Mental Assent* being present, are in error: Because your exterior manifestations -- your failure to explicitly and bluntly reject juristic benefits -- overrules whatever quiet reservations you may have about the reciprocity expectations contained in the contract. The other party to the contract (here, the other party is a Juristic Institution) has absolutely no reasonable basis to consider the applicability of its contract with you by probing into the corners of your mind and uncovering any latent reservations that may be there. Therefore, only the act of coming out into the open and filing a blunt and explicit *Notice of Rejection of Benefits*, has any reasonable meaning; and Protestors claiming unfairness because *Mental Assent* is tossed aside and ignored are not addressing the full spectrum of factual elements that judges consider when presented with a contract enforcement prosecution. [return]

**[18]** Variations on this *Ratification Doctrine* surface all throughout the Law. It surfaces in criminal prosecutions as an evidentiary law requiring that circumstances be awarded priority over verbal communication or non-communication in proving conspiracies (meaning that what you say or don't say is not important as what you do). In Commercial contracts, *Parole Evidence* is oral or verbal evidence, and the *Parole Evidence Rule* restrains a party to a contract from using expectations and declarations from toning down the meat of a contract. (See UCC 2-202), since the lesser oral expectations were *merged* into the greater written expectations. In the Uniform Commercial Code, the *Ratification Doctrine* appears in Section 2-610, which states that the repudiation of a contract must be positive and unequivocal; and it appears again in 2-606(b), which states that failure to make an effective (strong) rejection constitutes acceptance. [return]

**[19]** The underlying Principles associated with the *Ratification Doctrine* surface in criminal prosecutions, as it is often very reasonable for Juries, too, to take special Notice and freely draw inferences and conclusions from the Defendant's silence. In some Trials, Judges have characterized that the effect of the Defendant remaining silent would be like:

> "... the sun... shining with full blaze on the open eye." - *State vs. Cleaves*, 59 Main 298, at 301 (1871). [return]

**[20]** For a recent discussion on the *Ratification Doctrine* in operation, See *Commonwealth Edison vs. Decker Coal*, 612 F.Supp. 978 (1985). [return]

**[21]** I have seen lower State Courts apply the Principle of

*Ratification* under Tort Law factual settings. See *Page vs. Keeves* [199 N.E. 131 (1935)], which held that a person assisting another in the commission of a wrongful Tort act against another, or with knowledge approving of such act after it is done, is liable in some manner as if he had committed the same wrongful act, if done for his benefit [that's right *Benefits Accepted*] and he avails himself of its fruits. The word *Ratification* does not appear anywhere in the Case Opinion, but the Principle does at page 135.

> "The doctrine of liability by *Ratification* in Tort Cases is abundantly established. Indeed, this seems to have been the earliest form of it. By whatever methods the act be adopted and approved, the principal becomes liable for the Tort as though he had previously directed it. And it is not always necessary that the approval shall look to the particular act. In the case of master and servant, for example, if the approval establishes the relation, the master becomes responsible for any Torts committed within its scope or which he would have been responsible had the relation been regularly created...
>
> "*Ratification* in Tort Cases is a distinct gain to the other party, giving him a remedy against the principal while not depriving him of its remedy against the wrong-doer himself." - *The Effect of Ratification as Between the Principle and the Other Party* by Floyd Mechem in 4 Michigan Law Review 269, at 270 (1905). [return]

**[22]** "The fact that Congress has remained silent..." - *James vs. United States*, 366 U.S. 213, at 220 (1961).

The Supreme Court has ruled that when the Congress remains silent on something, then the Judiciary sets the limits -- as silence by the Congress is very significant and presumptuous. Speaking about the *Intergovernmental Taxation Immunity Doctrine* binding on both Federal and State Juristic Institutions [that I mentioned at the end of *Citizenship*]:

> "Congress may curtail an immunity which might otherwise be implied... or enlarge it beyond the point where, Congress being silent, the Court would set its limits." - *Helvering vs. Gerhardt*, 304 U.S. 405, at 411 [footnote #1] (1937).

Yes, even the Congress of the United States is held to be accountable for its silence. In footnote number 1 to *Graves vs. New York* [306 U.S. 466 (1939)], the Supreme Court holds the silence of the Congress in areas of regulating Commerce as determinative of federal policy. In

*Western Live Stock vs. Bureau of Revenue* [303 U.S. 250 (1937)], the Supreme Court discusses the implications of Congressional silence in the field of state taxation of Interstate Commerce and its instrumentalities. Yes, *silence* is suggestive of intentions in some instances, and everyone without exception (even the Congress of the United States) is held accountable and responsible, at one time or another, for inferences drawn from their silence.

... Even Heavenly Father uses this *Principle of Nature* in the continuation of benefits and duties originating under Celestial Covenants by Saints, as silence by Saints individually is deemed to be an automatic extension of the Covenant (only the explicit disavowal of the Covenant can terminate the Covenant, while silencer retains the operation of the Covenant in effect). [return]

**[23]** See Roscoe Pound in *Readings in Roman Law*, Second Edition, at pages 25 to 26. [return]

**[24]** "The orthodox doctrine of the law of contracts, particularly the *Offer* and *Acceptance* machinery, could not be more familiar to most lawyers. We are long indebted to Professor Hohfeld, who has enabled us to express the legal effect of an Offer as creating a power of acceptance [see W. Hohfeld in *Fundamental Legal Conceptions* (1923); and also Corbin in *Legal Analysis and Terminology*, 29 Yale Law Journal 163 (1919)]. Where an Offer is extended by an Offeror, he permits the Offeree to exercise a power of acceptance that subjects the Offeror to the legal relation called contract. The Offeror is said to be under a correlative liability, because exercise of the power of acceptance by the Offeree creates a right-duty relationship.

> "After discussing the anatomy of Offers, the first year law student is concerned with the exercise of the power of acceptance. At once he is confronted with learning how the power may be exercised:
>
> "... almost the first question to ask about an offer is: What particular kind of acceptance did this Offer call for; and especially: Was it for a promise or was it for an act." - Llewellyn in *Our Case Law of Contract: Offer and Acceptance - Part II*, in 48 Yale Law Journal 779, at 780 (1939).
>
> "Understanding his exploration in this fundamental area is the principle that the Offeror is master of his Offer. He creates the Offer and may require the power of acceptance to be exercised in any manner he deems necessary or desirable. To emphasize this principle, students are typically confronted with a hypothetical Offer that requires the

> Offeree to don an *Uncle Sam* costume, climb a greased flagpole, and, upon reaching the gold dome at the top, whistle Yankee Doodle twice. The effect on the impressionable first year student is significant. He will never forget that the Offeror is master of his Offer, and he will often justify his position through the use of even more outlandish hypotheticals. Of course, he is obliged to use hypotheticals, just as his teacher was, since no recorded case makes the point so clearly." - John Murray in *Contracts: New Design for the Agreement Process*, 53 Cornell Law Review 785, at 785 (1968).

Mr. Murray is correct, there is no *recorded case* that makes the point so clearly, but by the time you have finished this Letter, you will see numerous *unrecorded cases* of contract Offers by the King that are very structurally similar to climbing a greased flagpole by the magnitude of the King's leverage involved, since the game starts out with the cards being so heavily stacked against us, as our own ignorance and silence work against us greatly. [return]

**[25]** The problems associated with *Ratification* have been the subject of controversy by commentators.

> "If a person whom I have not authorized to act as my agent has made in my name with a third person a contract composed of mutual promises, and if the third person, who originally believed in the authority of the assumed agent, has withdrawn from the transaction and has communicated his withdrawal to the assumed agent or to me, can I, nevertheless, thereafter, promptly upon learning of the contract, ratify the contract and hold the third person? In short, by ratifying an unauthorized bilateral contract can I hold the adverse party, although he has already withdrawn from the contract? ... The questions underlying the problem go to the very foundation of the *Doctrine of Ratification*." - Eugene Wambaugh in *A Problem as to Ratificatio*n in 9 Harvard Law Review 60, at 60 (1895). [return]

**[26]** For commentary, see Notes, *Silence as Acceptance in the Formation of Contracts*, 33 Harvard Law Review 595 (1919). The many commercial contract cases cited and quoted therein should be distinguished from juristic contracts. [return]

**[27]** One should not necessarily feel too depressed over having failed to perform a positive act at some point in the past; a correct understanding of handling factual settings is acquired experientially, and so although knowledge frequently does come too late...

> "Wisdom too often never comes, and so one ought not to reject it merely because it comes too late." - *Rose vs. Mitchell*, 443 U.S. 545, at 575 (1978). [return]

**[28]** Mere declarations by the Congress that their creation of a uniform national benefit constitutes a benefit, does not in fact reverse facts that the damages associated with Congressionally originated money exceed the benefits. The Congress once declared their attitude that their currency monopoly is a benefit for us out here in the Countryside:

> "In order to provide for the safer and more effective operation of a National Banking System and the Federal Reserve System, to preserve for the people the full benefits of the currency provided for by the Congress through the National Banking System and the Federal Reserve System..." - Title 12, Section 95 (March, 1933).

Federal Judges are cognizant of the declaration of Congress that the issuance of a currency by the Congress is considered to be a benefit; but declarations do not change previous factual experiences. [return]

**[29]** In *Veazie Bank vs. Fenno*, 75 U.S. 533 (1869), the Supreme Court ruled that it was the Constitutional right of Congress to provide a currency for the whole Country; that this might be done by coin, United States notes, or notes of national banks; and that it cannot be questioned that Congress may Constitutionally secure the *Benefit* of such a currency to the people by appropriate legislation. [return]

**[30]** "Quiescent" means that the environment is at rest, but only for a certain amount of time. [return]

**[31]** "Governments descent to the level of a mere private corporation and takes on the character of a mere private citizen [where commercial instruments are concerned]." - *Bank of U.S. vs. Planters Bank*, 22 U.S. 904 (1829).

> "When governments enter the world of commerce, it is subject to the same burdens as any private firm." - *United States vs. Burr*, 309 U.S. 242 (1939).

And the King is very much into Commerce when his Legal Tender Statutes and equity co-endorser statutes [Title 12, Section 411] enhance the value of those negotiable Federal Reserve Notes. [return]

**[32]** Exemplary would be, perhaps, the three volume set of *Treatise on Recession of Contracts and Cancellation of Written Instruments* by

Henry Black (Vernon Law Book Company, Kansas City, Missouri);

And the huge voluminous set of *Corbin on Contracts* by Arthur Corbin, West Publishing Company, St. Paul, Minnesota;

Another is the 18 volume set of writings of Sam Williston entitled *A Treatise on the Law of Contracts*, published by Baker, Voorhis & Company, Mount Kisco, New York (1961). [return]

**[33]** Real defenses include those defenses that arise out of the fact that no liability was created in the first place by your involuntary use of Federal Reserve Notes. [return]

**[34]** Personal defenses are those defenses which arise out of the relationship of the parties to each other. [return]

**[35]** Undue influence is generally understood to be the power which one person wrongfully exercises over another in attempting to control and influence the action of such other person. Both *circumstantial* as well as *direct evidence* is acceptable for proving undue influence (which, like all other defenses are affirmative defenses, and the burden falls on you to assert your position well). [return]

**[36]** Remember that Consideration is a benefit, and mere issuance of the Note itself has always been *prima facie evidence* that Consideration (a benefit) was accepted by the Holder (you). Your placing the King on "Prior Notice" that benefits are being declined and waived, and that infirmities are present, is your attack on Consideration. [return]

**[37]** Either fraud *per se* or in the alternative, *Fraud in the Factum* can be either Personal or a Real Defense, depending upon the factual setting (which we will now alter to favor ourselves). Law books are generally reluctant to define the contours of just what fraud is, since no sooner do the contours of fraud get settled, then some scheming crook stretches those contours by figuring out new ways to pull something off. But if you can get a recognizance of fraud, then what is absolutely certain is the consequence of such fraud: As it vitiates anything and everything that it enters into. But fraud is an affirmative defense, and properly so, and the burden is on you to prove that such fraud exists. [return]

**[38]** Commercial bargains made by people are generally deemed to be null and void if made in conflict of Public Policy, i.e., prostitution, gambling, usury, etc. The King's monopoly grab on a single national currency is very much contemporary national Public Policy, so arguing this line in a Contract Law Jurisprudential setting is going to be difficult, unless the correct pleading of the Money

Issue is presented. [return]

**[39]** Duress does not need to be directly experienced by the party claiming it as a defense, as duress used by one of the Holders, with the secondary effect of the duress operating only indirectly against you, is quite sufficient as a defense. [return]

**[40]** "When governments enter the world of commerce, it is subject to the same burdens as any private firm." - *United States vs. Burr*, 309 U.S. 242 (1939). [return]

**[41]** "And honest Men would be expos'd a ready Prey to Villains, if they were never allow'd to make use of Violence in Resisting their Attacks." - *The Law of Nature and of Nations*, by Samuel de Puffendorf [Translated from the French by Basil Kennett (1729)]. [return]

**[42]** Is the King really interested in using penal statutes to enforce a currency monopoly, down to the present day? Yes, he very much is, and those who deal in that currency which the King has seen fit to declare illegal in his kingdom will find themselves dealing with the King's Agents at gun point.

...Being in the United States felt good to the Braselton Family, who came over here from Manchester, England in the 1880's. They settled down in rural Georgia, a remote 52 miles northeast of Atlanta. This was 52 miles from nowhere, in the middle of nowhere. This was an enterprising family with commercial enrichment being a natural family attribute. The elder Mr. Braselton borrowed $2,000 and started in business with his brother at the age of 8 [a great deal of money for those days when *silver dollars* circulated and $1,500 bought a nice house]. Soon, a farming supply store opened up, followed by a succession of other stores and business interests. What was first a single building was now a row of buildings lining both sides of a street, and surrounded by neighborhoods of residents. House of Braselton essentially grew into a town unto itself. Today, among the visible merchant establishments, there are the *Braselton Banking Company,* the *Braselton Super Market,* the *Braselton Flea Market,* the *Braselton Furniture and Appliance Store,* the *Braselton Monument Company,* and the *Braselton Service Station*. The State of Georgia granted their hamlet political status as a town, and named it the *Town of Braselton*. After building up a bank and virtually all of the supply stores in town, the Braselton Family then built a high school for the town's residents. There is no police department in Braselton, there is no fire department and no social services -- and, not surprisingly, being no benefits, there are no taxes to be concerned with. No, looters and Tory Aristocrats never did succeed in gaining a foothold in Braselton. Over the years from 1880 down to the present day, the

Braselton stores have had their trials and reversals: They have had an intermittent fire, and in 1920 a tornado leveled many buildings, but the family always rebuilt. The Mayor of Braselton has always been a Braselton, and the family enterprises are managed by a family triumvirate, affectionately called THE 3-B's [see the *Atlanta Constitution* ("Three Braseltons of Braselton Business Partners Over 50 Years"), (May 31, 1939)].

Today, when I visited Braselton, only a handful of coins and coupons ["Coupon Check"] mounted on a picture frame remain as reminiscent icons of the grand days of the 1800's, when anyone could issue their own currency without fear of being incarcerated. The history and lore of Braselton, Georgia is written and mounted on several walls in the *Braselton Brothers Hardware Store*. Walking into that store, one gets a feeling of power relationships, as photographs from Presidents, Governors, and Senators, and other Braselton Family Members hang in open view. With such a display of high powered acquaintances, I almost felt as if I was in David Rockefeller's office in the Chase Manhattan Bank -- but there the feeling of similarity stops. In the *Braselton Hardware Store*, one feels a sweet and pleasant spirit permeating the store, as if one great American family resides here. In David Rockefeller's office, also adorned with photographs of powerful acquaintances, the spirit in the air is one of an icy demon chill. Once while travelling up in an elevator in the Chase Manhattan Bank, my knees started to rattle when passing the 17th Floor, where His Excellency used to maintain his nest. The idea came to me, as I tried to stop the shivers, that the Astral High Command was holding an important conference, and that the demons were planning to pull off something grand. Being primarily in the farming supply business, the Braselton Family developed a Credit System based on *Trade Certificates* to handle the seasonal nature of surrounding farmers coming in to trade crops for supplies. For store employees and local residents, the Braseltons had their own coins minted, and dollar equivalency coupons printed to be used as currency. Copper and nickel based coins were minted in numerous equivalency denominations under $1.00; the paper coupons ["Coupon Checks"] were similar to those coupon issued by movie theaters and carnivals, and were available in coupon books. The issuance and circulation of coins and currency by *The 3-B's* was not only illegal, it was criminal, but in a friendly small town in Georgia composed of class people, who concerned themselves with technical banking statutes in Washington?

Over the years since the 1880's, while foreign wars came and went, the Braselton Family enterprises prospered and grew independent of the King -- but eventually the party would be over. As is always the case, one little goof messes up the soup for everyone else, and the

Braselton's turn came in the early 1950's.

...One day in the early 1950's, a Braselton minted coin found its way into a gas station in Atlanta. In turn it was passed on to a bank, who could not redeem it into currency they are comfortable with. So the bank called the United States Secret Service to report this heinous criminal outrage being commercially orchestrated right up State Highway 53 in Braselton. From out of their offices in the Atlanta Federal Building descended a troop of Federal Agents on Braselton [they always like to put on a big show], and *The 3-B's* surrendered immediately.*The 3-B's* would have surrendered on a phone call, but agents for the King earn their pay *in terrorem*, and like to use a show force to make a *statement*. The King's Agents brought with them guns and a slice of *lex* from Title 18 ["Crimes"], so now the private minting of Braselton coins and currency coupons was over with. In time, the Braseltons also disbanded the farmer's *Trade Certificates* for other reasons.

*Question*: Will the King use his guns to prevent you from circulating your own currency? Yes, he will. [return]

**[43]** "The character of every act depends upon the circumstances in which it is done." - *United States vs. Schenck*, 249 U.S. 47, at 52 (1918). [return]

**[44]** One of the statutory devices used by the King to grab for himself the currency circulating around the United States was to make it a criminal act for someone to countersign or deliver to any association, company, or person, any circulating notes not expressly allowed by the King:

> "...That it shall be unlawful for any officer acting under the provisions of this act to countersign or deliver to any association, or to any other company or person, any circulating notes contemplated by this act, except as herein before provided, and in accordance with the true intent and meaning of this act. Any officer who shall violate the provisions of this section shall be deemed guilty of a high misdemeanor, and on conviction thereof shall be punished by fine not exceeding double the amount so countersigned and delivered, and imprisonment not less than one year and not exceeding fifteen years, at the discretion of this court in which he shall be tried." - 13 *United States Statutes at Large* 107, Chapter 106, Section 27 ["National Banking Act"], 38th Congress, First Session (1864).

Introduced into the Senate by John Sherman and the House by Samuel

Hooper, the Rothschild Gremlins had done their payoffs very well, as both this *National Banking Act* and the *Coinage Act of 1873* were the products of intrigue by Gremlins that originated in Europe.

By the time the 1940's came around, 13 *U.S. Statutes at Large* had been changed slightly and placed into Title 12, Section 581 ["Unauthorized Issue of Circulating Notes"], with the threatened incarceration retained. In June of 1948, the Congress repealed Title 12, Section 581, and so today the King retains his monopoly on circulating instruments by a combination of administrative *lex* prohibiting banking associations from issuing currency, and also by prohibiting anyone anywhere from circulating their own coins:

> "Whoever makes, issues, circulates, or pays out any note, check, memorandum, token, or other obligation for a less sum than $1.00, intended to circulate as money or be received or used in lieu of lawful money of the United States, shall be fined not more than $10,000 or imprisoned not more than one year, or both." - Title 18, Section 336 ["Issuance of Circulating Obligations of less than $1".]

Since all transactions subject to sales taxes in the United States are denominated in cents (even the purchase of jet aircraft), restraining a discharge in part prevents the discharge in whole. A person precluded from discharging his debts, except by overpayment, is a person experiencing a hard juristic Tort created by the King. [return]

**[45]** Such as happened with *Owen vs. The City of Independence* [445 U.S. 622 (1979)], which correctly reversed 500 years of Common Law policy that favored municipal Tort immunization. [return]

**[46]** When the manuscript to Paul Blakewell's book entitled *What Are We Using for Money*? [New York: Van Nostrand, 1952] was sent to retired Supreme Court Justice Owen Roberts (who had voted with the majority in the Gold Clause Cases [*Norman vs. Baltimore* and three other Cases starting at 294 U.S. 240 (1934)]), Judge Roberts sent a letter back to Paul Blakewell stating:

> "Of course, I ought not to be quoted concerning a decision of the Court when I was a member of it, but I am inclined to think that had I known the history you describe, I would have been of a different opinion than the one expressed." - Quoted from David Fargo in *Will Gold Clauses Return*?, in 8 Reason Magazine 72, at 103 (June, 1976). [return]

**[47]** Even though Judges may deal with tax enforcement proceedings whose only evidence is the acceptance and recirculation of Federal

Reserve Notes on the civil side of their courtroom, you are not free of incarceration by merely getting rid of your Enfranchisements, licenses, and bank accounts that evidences the acceptance of Federal benefits -- benefit acceptance that creates invisible contracts. The IRS specializes in 2039 Summons and *Discovery* enforcement moves to perfect incarceration through civil contempt proceedings, and the mere absence of a bank account will not protect you from being cited for Contempt of Court and the encagement that follows. [return]

**[48]** Yes, benefits accepted are also the invisible contract into state tax courts:

> "The simple but controlling question is whether the state has given anything [some type of a juristic benefit] for which it can ask return." - *State of Wisconsin vs. J.c. Penney Company*, 311 U.S. 435, at 444 (1940). [return]

**[49]** Writing to the French inhabitants of Louisiana, after the American War of Independence was over with, Thomas Paine made the following observation on the sometimes necessary use of aggression to obtain rights:

> "We obtained our rights by calmly understanding principles, and by the successful event of a long, obstinate, and expensive war. But it is not incumbent on us to fight the battles of the world for the world's profit." - *The Life and Writings of Thomas Paine*, by David Wheeler, Page 173 [Vincent Parke & Company, New York City (1908)] [return]

**[50]** *Clearfield Trust vs. United States*, 318 U.S. 363 (1942). [return]

**[51]** *Clearfield Trust*, id., 318 U.S. at 367. [return]

**[52]** "... the federal law merchant, developed for about a century under the regime of *Swift vs. Tyson*, 16 Peter 1, represented general commercial law rather than a choice of a federal rule designed to protect a federal right..." - Clearfield Trust, id., 318 U.S. at 367. [return]

**[53]** In explaining why state law governed a federal commercial paper question:

> "While [the] New York statute... is not controlling... [there is] no conflict with any state or federal policy..." - *Royal Indemnity Company vs. United States*, 313 U.S. 289, at 297 (1940). [return]

**[54]** "In the absence of an applicable Act of Congress, it is for the

federal courts to fashion the governing rule of law, according to their own standards..." - *Clearfield Trust*, id., 318 U.S. at 367. [return]

**[55]** Nowhere in Federal statutes does there exist specific language to the effect that *individuals* using Federal Reserve Notes are *Persons* attached to the administrative mandates of Title 26. The reason why we concern ourselves with this state of affairs is largely of a judicial origin, as Federal Judges are free to take Judicial Notice of such Supreme Court Cases like *Emily De Ganay vs. Lederer*, [250 U.S. 376 (1919)], which held that French Citizens and residents are liable to pay American Income Taxes by reason of their Commercial activities taking place over here. However, when we probe for the real bottom line at a deeper level, the real reason liability exists lies in an operation of contract. In 1925, the Supreme Court declared that there are two different types of invisible contracts ("implied contracts"). [The Supreme Court did not *create* something new here, as they merely declared in writing what had always been the structure of Nature in this area of contracts.] One type of contract recognized exists because of the practical factual elements that arise between two parties, and there is a structure in the factual background where there has been an exchange of Consideration. Another type are implied contracts that exist as a matter of express declared Law [see *Henry Merritt vs. United States*, 267 U.S. 338, at 341 (1925)].

> "It is important to remain aware of the distinctions between contracts implied in fact and contracts implied in law. In the former, the Court determines from the circumstances that the parties have indicated their assent to the contract. In the latter, however, the law creates an obligation "for reasons of justice, without any expression of assent and sometimes even against a clear expression of dissent." - *Freedman vs. Beneficial Corporation*, 406 F.Supp. 917, at 923 [Footnote #10] (1975); quoting from 1 *Corbin on Contracts*, Section 18 and 19 (1963).

Since no explicit statutes exist to adhesively bind recirculators of Federal Reserve Notes to Title 26, this *use of Federal Reserve Notes* contract is a contract arising from the factual elements of a commercial relational nature existing between the two parties (as Federal benefits were accepted in the context of some Judicially declared Commercial reciprocity being expected back in return). Contracts to pay Federal Income Taxes as a matter of pronounced Law are contracts like Citizenship, where some junior *lex* statutes do exist that explicitly spell out Title 26 liability to such identified *Persons* in no uncertain terms. [return]

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# Invisible Contracts

## Insurance Programs

by **George Mercier**

[Pages 478-479]

Through entry into the juristic highways of Interstate Commerce by participation in an insurance policy program, as insurance is Interstate Commerce, and the King retains a third party beneficiary status in all Commercial transactions that fall under his regulatory Commercial Jurisdiction penumbra. In 1944, the Supreme Court decided a Case called *United States vs. South-Eastern Underwriters Association*,[1] which held that insurance, all by itself, is Interstate Commerce; so if you manage to participate in policies of insurance, you are participating in Interstate Commerce; Federal commercial benefits are being accepted, and the reciprocal *quid pro quo* taxation is necessary. The fact that the insurance company may be state chartered and licensed to do business in only one state, and that the policy may have been negotiated, accepted, written, and entered into in only one state are not relevant indicia as effecting limitations on federal Jurisdictions; *persons* paying premiums on policies of Insurance are *persons* playing in King's Commerce. A year later after *United States vs. South-Eastern Underwriters Association* was ruled upon, the Congress enacted the *McCarren Act,*[2] declaring that the:

> "... continued regulation and taxation by the several states of the business of insurance is in the public interest, and that silence on the part of Congress shall not be construed to impose any barrier to the regulation or taxation of such business by the several states."

Yes, even the Congress of the United States knows that the application of *Principles of Nature* relating to silence that are incorporated into the *Ratification Doctrine* is even held to be binding on them in some circumstances. This Congressional pronouncement, that silence in the context of a proposition being made constitutes acceptance, applies to all appropriate factual settings, and is held to apply to all *persons*, even the Congress itself. But as for taxation expectations, your acceptance of the benefits of an insurance program is deemed as evidence of entry into Interstate Commerce, and hence such participants are an object suitable for Federal taxation, regardless of any political Status, and regardless of the presence or absence of any other juristic contract.

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**[1]** 322 U.S. 533 (1944). [return]

**[2]** 59 Statutes 33; Title 15, Section 1011 to 1015. [return]

# Invisible Contracts

by **George Mercier**

## Federal Licensing Programs

[Pages 480-481]

By experiencing the direct benefits of Commercial enrichment acquired through a Federal license program, such as being an SEC registered stockbroker, or an ATF licensed manufacturer of fireworks, which is an obvious pursuit of federally participated profit or gain. Several federal monopolies were designed specifically for the existing participants to experience intensive Commercial enrichment in, as the net effect of a regulatory jurisdiction is to discourage potential new market entrants from competing with established corporate titans. In any market there are only so many potential customers available, and excluding new upstarts allows existing Grandfathers to have a bigger slice of the pie they would not otherwise be experiencing. For example, the creation of National Banks by the Congress, through the Comptroller of the Currency, is one such monopoly designed to enrich existing market participants, while shutting out new banks and damaging the end consumer. In any one demographic banking district, there is only so much business to be had; cutting out new entrants keeps a bigger slice of the banking pie for the owners.[1]

The secondary consequences of restraining the number of new market entrants politically are elevated prices the end consumer winds up paying, constricted services and retarded technological innovations.[2]

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**[1]** For example, in 1967, F.W. Pitts wanted to bring a new National Bank into the Hartsville, South Carolina area. He submitted an application to the Comptroller of the Currency for a license certificate, and the request was denied. Reason:

> "... we were unable to reach a favorable conclusion as to the need factor." - *Camp vs. Pitts*, 411 U.S. 138, at 139 (1973).

That is correct: The Comptroller denied the application because the community was already adequately served by other banks, and there was no "need," seemingly, for the new proposed national bank. In this way, the existing banks in Hartsville shut out a new impending competitor. The letter from the Comptroller, in turning down the License request, listed the banks already in the Hartsville area and the deposits they carried [CAMP, id., at 139]. The Comptroller seemed to be very concerned about enhancing the financial enrichment of the existing banks; and at no time was there any discussion about the improved service the end consumer would be experiencing, or of the very competitive rates of interest on loans that new upstarts searching for business charge. But like the tightly regulated issuance of local Television Station licenses by the FCC, the Comptroller of the Currency is on a mission: To make sure that the owners of existing banks are very well fed, and so throwing Torts at the public is nothing they are going to concern themselves with. For a summary of the laws creating obstacles for new prospective banks to go into business, see the Editor's Notes called *Bank Charters, Branching, Holding Company and Merger Laws: Competition Frustrated* in 71 Yale Law Journal 592 (1962). [return]

**[2]** The telephone companies have exclusive geographical districts assigned to them with no competitors -- a pure monopoly; and if the FCC had not intervened to allow third party telephones and other equipment to be connected to local telephone company lines, you would never have been able to have automatic redialing on your phones -- such nice little effort savers are the result of competition, and not your local phone company, who could care less. Computers have been used extensively for telephone switching since the middle 1960's, and the continuing refusal of the phone company to assign a few byte locations in their computer's memory to remember your last dialed number, occurred for just one reason: They have a monopoly, they have their enrichment pipeline set up, and they don't care about you at all [a relative statement that will be viewed as being excessively harsh by those who never bothered to give any thought to evaluating, comparatively, the service attitude manifested by businessmen in a competitive operating atmosphere, with those businessmen who don't need to concern themselves with competitive pressures.] Yes, *Minimalism* rules in all uncompetitive environments, Commercial and otherwise.

# Invisible Contracts

## State Created Juristic Benefits

by **George Mercier**

[Pages 482-531]

In 1910, the Supreme Court ruled that if a Prince creates some type of a profit or gain situation in Commerce (and remember that King's Commerce is a closed private domain belonging to Government), then the King can participate in taxing that profit or gain that the Prince created.[1] When state created benefits are accepted by you, then the Commercial enrichment you experience within that state franchise is very much within the taxing power of the United States Government; and that is correct Law.[2]

Additionally, the King can tax other state created Commercial benefits that are experienced by others like attorneys and accountants who, as Special Interest Groups, use the police powers of the state for their own private enrichment, by setting up shared monopolies and then experiencing higher revenues than otherwise obtainable under a *laissez-faire* free market entry without restrictions on new lower priced competitors entering into their trade.[3]

This game of using penal statutes to create shared enrichment monopolies is quite old, and yet look around you today and see how many bleeding heart folks there are, who really want to believe that line that Government is their friend, just somehow; and also fall for the fraudulent line that such a monopoly is for their own protective good -- by keeping all those evil quacks, vile frauds, and assorted degenerate incompetents out of the legal and medical professions.[4]

Although we might not be too philosophically sympathetic with the manipulative use of Legislatures to create monopolies and the Tortfeasance that is thrown at us in the adverse secondary circumstances flowing from their operations, as a matter of law, creating game rules for voluntary players in King's Commerce is largely immune from Constitutional restrainments.[5]

In France in the 1600s, Finance Minister Jean Colbert once wrote a *Code of Commerce* [sometimes called the *Code Savary* (1673)]. The Code created controlled entrance guilds, and laid down rules for apprenticeship and admissions of masters. An extensive number of trades were so regulated by the Code, and once entrance into those guilds was restricted [i.e., the number of possible competitors was restricted], then the demand for taxes immediately appeared:

> "Each new guild was to pay certain sums for the granting to it of statutes and regulations..."

> "Colbert raised money from the organization and reorganization of the guilds... and made of them before the century was out congealing monopolies which the state [wanted], because revenue could be raised from them."[6]

As a general rule, money raising statutes that generate enrichment for the Crown never die; and down to the present day, a portion of the Commercial law of France remains based on the 122 Articles of Colbert's *Code of Commerce*.[7] But here in the contemporary United States, once a state has got you tied into a licensing program of some type, then and there you are experiencing some type of state created juristic benefit, and as such, you then become a federal taxable object for this benefit accepting reason alone. When presented with such a state license, no other questions about the existence of the National Citizenship Contract, or any other juristic contract, ever need be asked by those termites in the IRS searching the Countryside for some meat to lay into.[8]

Other state monopolies like Driver's Licenses and motor vehicle registrations are very much used by the IRS in many ways to assist them in tax collections; and state tax collectors also use these records for their own statute enforcement and state treasury enrichment conquests as well. When those Driver's License records are collected by the state, they are also forwarded to Washington, and then redistributed to foreign persons and foreign political jurisdictions under numerous executive agreements, diplomatic and military treaties, and bureaucratic cordialities.

Yet, even though you entered into those state licenses merely to avoid your incarceration as an unlicensed driver, the uncontested preparation of a state created juristic personality, such through a Driver's License, to the Supreme Court would be prospectively sufficient for that Court to attach *in personam* liability to Title 26 as a Person accepting special state created benefits.[9] It is also reasonable to infer that a Driver's License is evidence of Residency, and of the acceptance of a wide-ranging array of state benefits tailored to Residents. Remember that your use of those highways is your acceptance of a benefit that Government created, and since reciprocity is expected back in return, contracts are in effect: Invisible and automatic.[10]

If you do so file objections to the assertion of a Beneficent Taxable Juristic Commercial Status over you by way of a Driver's License, you will need to again prove your present *state of mind*; and the exact state code criminalizing such innocuous behavior has to be quoted within the body of your Objection. Some folks prefer to play it safe

and avoid the Driver's License altogether; while others selectively use deception in assuming a *nom de plume* for purposes of deflecting recourse identification.[11]

However, other folks are not able to so quickly terminate the Driver's License due to the fundamental importance of the thing and either their present inability to successfully handle a criminal prosecution or their reluctance to assign something deleterious to it; and so at a minimum, an Objection and a *Declaratory Judgment to Quiet Status* originated in Federal District Court is in order. The Declaratory Judgment, ruling that the Driver's License was a *Compelled License*, existing as a coerced instrument signed by you to avoid incarceration as an unlicensed driver, and is not to be used by the IRS or anyone else for the expansive purposes of evidence of either Residency or of Domiciliary, nor as evidence of entrance into Commerce, or of the taxable acceptance of federal or state created benefits, or of consent to be bound by any statute, other than those state motor vehicle statutes. The objective of our pursuit of a Declaratory Judgment is: That since the license was compelled out of us when some *de minimis* tension is in effect with a Substantive Right (the *Right to Travel*), and since the avowed purpose of the license itself is to adduce *Evidence of Competency*, then the extraneous collateral expectations of reciprocity in any area outside of those Motor Vehicle Statutes it would otherwise create when left unchallenged, is now terminated.[12]

If you are going to Object to, and have new narrow contours now defined on your Driver's License in order to restrain its use by other Government agencies as the high-powered King's Equity attachment instrument that it is, then the Objection should generally follow the model pattern set forth above in the discussion of Federal Reserve Notes. This Objection should refer to the exact state penal statute that you are applying for the license under Objection and protest, merely to avoid incarceration as an unlicensed driver.[13]

Remember that the Supreme Court is in Washington, and you are out in California, Florida, or Texas, and it is unreasonable for you to assume that the Supreme Court knows the state statute that you are Objecting to, so quote it for them verbatim. How can you engage in involuntary behavior based on threats contained in a state statute, if you don't even know what the statute says?[14] If you are just too busy to go down to the law library and find out the exact wording of that penal statute, I have no sympathy for any rebuffment that you will experience later on as some appellate forum rules adversely against you, on the grounds that your *state of mind* was not clarified substantively or timely. Also included should be a brief recap of the *Right to Travel* Cases in the United States Supreme Court.[15]

Patriots and Highway Protesters are reaching incorrect conclusions when they cite the *Right to Travel* Cases as being sufficiently substantive to annul state statutes requiring highway operator's licenses. Those *Right to Travel* Cases only offer a line of reasoning parallel with your objectives. Only in loose *dicta* does the reasoning found in the *Right to Travel* Cases support your position; so they offer a mitigating source of relief against state statutes, but not a necessarily vitiating source of relief. Nowhere did our Founding Fathers restrain the states from requiring licenses to operate motor vehicles or anything else on public highways, and the words *Right to Travel* do not even appear anywhere in the Constitution.[16] And although the words *Right to Travel* do not appear anywhere in the Constitution, the Supreme Court has, through their Opinions, given that right Constitutional status cognizance.[17]

But whatever *de minimis* protective penumbra the *Right to Travel* Cases offers, you are now invoking to abate both your regional Prince and the King's Tax Collectors who use Department of Motor Vehicle information and legal assumptions that information infers for their own enrichment purposes. In this circumstantial context of submitting a carefully pre-planned and prepared written Objection, where time is not of the essence, failure to cite your authorities (failure to explain your justifications) timely could be fatal. You are up against high-powered adversaries, and lightly drafting papers, as if you were on a picnic, is fatal. Judges do not owe you Justice aligned with your philosophy; those are adversary court proceedings you are in, where mere preponderance wins, and an insubstantive Objection is open to attack. (And remember that a *Right to Travel* also lies outside of, and beyond the reach of, the King's Charter (the Constitution).[18]

Some judicial forms from another era have applied the *Liberty Clause* in the Fifth Amendment to restrain the interference by the *Federal Government* in the *Right to Travel* area (but keep in mind that those Cases were ruled upon in an era when automobiles and other high-powered technology did not exist in the United States, and highway contracts *with States* did not exist then, as well).[19]

So your objective in having the contours of the Driver's License restrained to now apply only to Highway Contract grievances, the *Right to Travel* being claimed is both of a Constitutional origin, as well as of a Natural origin, ex-Constitutional.[20] But important for the moment is the Objection itself, and your Declaration therein that you are not a Resident or a Citizen of that State together with correlative supporting averments of Benefit Rejections,[21] regardless of any statute that facially appears to force Residency Status on persons physically inhabited in that state for an extended period of

time.[22]

But if your Objection does conform to this model, then a Judge generally will be reluctant to hold the spurious unrelated reciprocity terms of a Commercial contract (which Driver's Licenses can be applied to operate as a Commercial Enfranchisement Instrument under some limited circumstances) against a person, in a setting other than the originally specified terms, who has proved that they entered into that contract under compelled circumstances in order to avoid incarceration merely to enjoy a Substantive natural Right (the *Right to Travel*), and without experiencing any Commercial benefit therefrom.[23]

That is the type of an Objection the Supreme Court wants to hear. The documentation and proof that the Supreme Court would want to see is a copy of the application for the Driver's License where it says you signed it under protest; proof of service of your Objection on state officials, the Objection itself, and a 30-day invitation to those state officials to let them cancel or rescind the Driver's License if the application of Commercial Status and/or Residency Status is deemed mandatory on all License holders (thus requiring those state officials to come out of the closet and expose some Status oriented law to you they might not want you to know). Under your *Declaratory Judgment*, the Driver's License will be construed to act exclusively as *Evidence of Competency* under Motor Vehicle statutes only.[24]

If they do decide to rescind, this is a classic Case for Administrative Law intervention; and in either alternative administration disposition, you win. Here, our administrative grievance with the state concerns the disputed Commercial and Enfranchised Residency Citizenship Status that your Driver's License will otherwise be judicially construed to convey in the future. Uncontested Driver's Licenses can very much be used by state taxing commissions as evidence of Residency, and hence evidence of an *in personam* attachment of liability for the expected reciprocal payment of benefits accepted on the state Income Tax, among many other juristic things. As viewed by sophisticated appellate judges, for state vehicle code enforcement purposes, Driver's Licenses are *evidences of an operator's competency*, and are not, in this context, the Evidences of Consent to be Regulated in Commerce that Highway Contract Protesters occasionally talk about. The state does not need any "Driver's License" from you, in order to force you into an administrative contract when you accept the benefits of driving a motor vehicle down a state highway. Patriots propagating the view that the mere existence and non-existence of a Driver's License attaches and detaches liability to those state highway regulatory statutes are misleading their followers: You don't need any written contract on

someone in order to sue someone and bring him into a Court and perfect a judgment against the poor fellow -- but you do need to show the acceptance of benefits and of the expectation of reciprocity, which elements are very much present when a motor vehicle is operated on state provided highways, with "Public Notice" statutes creating the expectation of reciprocity.

Under this setting, it might be preferable to move directly for a Judicial Declaration of Status, rather than pursuing Administrative *Estoppel* remedies. That *Declaratory Judgment* is important protection material for you in other non-related areas of taxation, and you have a good chance of getting one issued out, and so submission of your Case to a sequence of state Administrative Law procedures, in hopes of using Collateral Estoppel abatement arguments later on, might be discouraged in this instance. Federal Judges will be reluctant to listen to California Motor Vehicles Department Administrative Law questions in an IRS Case of some type, even though the Judge knows very well that there is some peripheral merit to what you are saying. And so all factors considered, jumping to a *Declaratory Judgment* becomes appropriate by necessity in this unusual factual setting of redefining the contours of an Adhesion Contract Driver's License to a limited and narrowed construction (meaning: Evidence of Highway Competency, only).

One of the evolving stages in the life of what are now contemporary penal Motor Vehicle Statutes had, as one of their previous stages, the purpose of assigning legal rights and liabilities to Motor Vehicle operators so that civil litigants can have fault and damages assessed against them in a courtroom.

For example, in Massachusetts, it originally was known as the *Trespasser on the Highway Doctrine*;[25] and later evolved into a regulatory jurisdiction when Massachusetts enacted a comprehensive Motor Vehicle Act after automobiles made their highway appearance.[26]

The talk from Patriots and Highway Contract Protesters that I hear constantly, about how the old Common Law says this and that about my rights to use Government Highways anyway that I feel like it,[27] is actually not relevant today in the United States.[28]

Reasons: First, the factual setting that our Father's Common Law on free ingress and egress developed out on the King's Highways is not replicated today in the United States, since technology has changed the factual setting that our Father's Common Law used to operate on.[29]

Contemporary technology has very much changed the quiescent *horse &*

*buggy* era and pedestrian highway factual setting our Father's Common Law grew up on.[30] In the old *horse and buggy* days of England, highways were largely dirt paths acquired from the easement forfeiture from adjoining landowners. Here in the United States up until the 1940s or so, there was an extensive network of privately owned toll roads -- Government was just not "into" highways that much. In old England, the King never spent any money on those dirt paths called highways, as there was nothing to maintain; so when foul weather, even adverse weather lasting across an entire season made its appearance, then the roads simply ground to a standstill, and noting moved.[31]

But today, Government is spending incredible amounts of money, year in and year out, to build and maintain highways, so *Right to Travel* argument parallels that folks draw that try to disable the contemporary ability of the King to even ask for reciprocity back in return for benefits offered are incorrect -- since in the old days, the King was not offering a special benefit to begin with (except in some London streets constructed with cobblestone), and so to say that the King was once disabled back then from asking for reciprocity when the King never initially provided any benefits, is an incorrect parallel built upon disparate factual settings.

And today, high-powered technology routinely causes wholesale death and destruction when an operator does no more than momentarily lose absolute mental concentration on driving -- and in such a factual setting, an honest assessment by Highway Contract Protesters of the underlying legitimacy of the requirement that there be *Evidence of Competency*, would necessarily result in the conclusion that a Driver's License, so called, really isn't all that unreasonable, and is in fact, very reasonable.[32] So it is technology that is responsible for the Prince's Highway *lex*, and not the traffic density congestion that is created from the mere existence of other people in Society.[33]

An interesting and very strong argument can be made by your adversaries, arguing that it would be the failure of the states to preemptively regulate the highways by licensing that interferes with your *Right to Travel*, since having physiologically incompetent drivers out on the highways obstructs and interferes with the *Right to Travel* of those other drivers who are competent.[34] And your adversaries have a truckload full of statistics to support their line of reasoning.[35]

Do you see what a difficult corner clever insurance companies have worked judges into? Their arguments are logical, and coming up from a factual setting steeped in the presence of juristic contracts, great weight will be given to their arguments, no matter how self-serving,

twisted, or vicious they may be.[36]

Whenever anyone, regardless of your relational Status off the highways, uses those Government highways, an invisible contract is in effect right then and there; it is not necessary for your regional Prince, the State, to adduce written evidence of your consent -- just like it is not necessary to get a contract in writing to get the contract enforced judicially.[37]

When Protesters get up in the morning, get out the old car, and drive into the street, they are literally driving themselves into a contract -- as the Protester then and there accepted benefits conditionally offered by the State -- no where in your State Constitution does it require the Prince to build and maintain those Highways of his, so his building and offering those Highways for your consideration and possible use is purely discretionary on his part; nor is your Prince restrained from possessing any expectation of reciprocity from *persons* accepting the benefits derived from the use of those Government Highways.[38]

So our Father's old Common Law isn't being contaminated at all by Star Chamber Traffic Court judges ignoring the fact that no Tort damages were caused by the criminal defendant, as they go about their work prosecuting technical infractions to Highway Contracts: Because neither of the twin Tort indicia of either *mens rea* or *corpus delecti* deficiency arguments sounding in the sugar sweet liability vitiating music of Tort Law that Highway Contract Protesters love to throw at Traffic Court judges, are not even relevant whenever contracts are up for review and enforcement -- they never have been, and they never will be, and the Last Day before Father will not be any exception.[39]

Many folks out there are searching for a *silver bullet*; I hear references to that perennial search constantly. They are searching for some legal procedure, some great air-tight line of reasoning, some great legal brief that just ties it all together, to throw at the IRS and Traffic Court judges. These folks are missing the boat, so to speak, all together: Because the origin to their frustration lies in invisible contracts, and you become a party to those invisible contracts because you accepted some benefit someone else was conditionally offering.[40]

And for some philosophically uncomfortable reasons, the reciprocity on your part that the contract calls for is never forthcoming. Even walking into a shopping center could be a contract -- if the management so much as posts a notice giving some conditional or qualified use to persons entering therein and accepting the benefits the management is offering (such as requiring shoes and shirts, and so

are the arguments of *unfairness* -- that those reciprocal terms of wearing shirts and shoes just don't apply to you because you traveled from just so far away -- as some shopping center security guard throws you out of the place -- is just whimpering). It is actually the continued refusal by Protesters to first see, and then honor, invisible contracts that creates the friction that irritates Protesters so much, and the *silver bullet* you Protesters are looking for actually lies within yourself.

Remember that your use of those Government highways is your acceptance of a special benefit that Government created and offers, and since reciprocity is expected back in return, contracts are in effect: Automatic and invisible. And one of the ways out of a contract altogether is to prove *Failure of Consideration* (meaning that you did not accept any benefit the other party offered).[41]

Just how does a *person* prove *Failure of Consideration* when he was caught accepting a benefit by driving down a state highway? The *Right to Travel* Cases really don't support the position of you Protesters very well; however, there is some merit in your harmless expression of political dissent, even if the dissent is technically improper (addressing the argument specifically). There is simply no statement anywhere in the *Right to Travel* Cases that bluntly restrains the States:

> "No state shall require licensing as a condition of use of public thoroughfares."

And since our Founding Fathers never restrained the States in this area, then snickering at judges today who are writing on a record that does not restrain expectations of reciprocity is improvident: That somewhat tranquil era of *horse and buggies* no longer dominates the highways, where in its place today lies the high-powered automotive technology making its appearance; and also gone from the scene is our Father's old Common Law on basic Property Rights [the right to clean air uncontaminated by automotive exhaust], which has also taken the back seat.[42]

Our Founding Fathers never restrained the states from asserting a regulatory jurisdiction over public (Government) highways through an operation of contract. By comparison, the Framers were also negligent in making sure the First Amendment was applicable to all potential future forms of communications media, that an organic technology would bring forth some day, because the First Amendment, frozen in the hard paper media technology of the 1700s, does not apply to restrain the establishment of a regulatory speech and content-supervised jurisdiction over television and radio media propagating through the

electromagnetic spectrum, that the King grabbed for himself by his *Radio Act of 1927*.[43] And in other areas, technology has eaten away at what would have otherwise been not permissible under the Fourth Amendment.[44]

Today, in similar ways, the Fourth Amendment is being hacked apart in ways our Fathers never even considered: Because the technology existing today (aviation flights and electromagnetic scans) did not exist then, so no such restrainments were included in their writing of the Fourth Amendment.[45]

Rather than snickering at judges today, an accurate assessment of the origin of the problem is that our Fathers lacked the sophistication required to apply worst case scenarios over the likely geometry of Government, and failed to pre-emptively apply their majestic restrainments to apply to prospective, but then unknown, technological innovations.[46]

Yes, the Constitution was Inspired, but an Inspired Document is not a perfect document; Inspiration only means supporting *assistance,* and not *control*.

But... remember that the question of damages or no damages is a Tort Law factual setting question and it not relevant when you are out on those state highways: Because a contract is in effect whenever you use those highways, by your acceptance of benefits offered for your use conditionally. When you operate a motor vehicle over those state highways, you have accepted special benefits created and offered by the state, and so when accepting juristic benefits, in the context of reciprocity being expected back in return, then there lies a contract -- quietly, invisible, automatic, and rather strong. The relational non-Commercial, non-Resident, and non-Citizen status of the operator off of the highway is irrelevant in attaching contract liability by accepting the use of the benefit of Government highways. A specific, on-point adjudication on this Driver's License Question is going to involve this question:

> Whether the States have the standing jurisdiction required to force, under penal statutes, a regulatory jurisdiction such a contract creates, when tension is in effect between the existence of that contract, and the substantive *Right to Travel* interests discussed in appellate rulings.

In every recent state court ruling that I have examined (post 1930 era) where a *Quo Warranto* type of question was being addressed,[47] all courts forced a regulatory jurisdiction over the operator of a motor vehicle, and pleas and cries for restrainments based on *Right to*

*Travel* and *Right to Work* tensions and the like, have all universally fallen on deaf ears with state judges in this era, and also by Federal Judges when addressing questions of Civil Rights violations relief when Highway Contract Protesters throw vindictive Section 1983 actions at some traffic cop.

Yet despite this predominate skew towards contract priority in judicial *Right to Travel* doctrinal reasoning, annulment by the Supreme Court of criminal liability for the innocent use of public highways under circumstances where no collaborating damages were caused, would be appropriate; an honest assessment of the total factual picture by a sophisticated judge would result in the conclusion that merely driving a car down a street without a license does not ascend to the minimum threshold requirements that characterize legitimate criminal incarceration standards -- compelled contract or no compelled contract; those penal highway statutes exist by virtue of Special Interest Group sponsorship and pressure, and judges are diminishing their own stature and violate the restraining mandates inherent in the *Republican Form of Government Clause*, by letting clever and politically ambitious Special Interest Groups get away with whatever they can buy in Legislatures to damage innocent behavior under circumstances where unnecessary covenants within adhesive contracts are being asserted in tension with Substantive Natural Rights in the Locomotion area; other highway drivers have no assurance that another approaching car is not being driven by an unlicensed Citizen of France, who by virtue of his political status would not have an unlicensed motor vehicle operation penal statute thrown at him. Therefore, there is an inherent *Assumption of Risk* among all highway users that some drivers will necessarily have to be unlicensed,[48] since it is literally legally impossible, and also unattractive for Foreign Relations reasons not related to preventing vehicular accidents, to maintain a perfect expectation of motorist licensing compliance.[49]

These risk elements on using highways are judgment factors that all motorists evaluate and consider, even though this process is often invisible by operating in the psychological strata of the subconscious; the actual judgment process involved when a composite profile confluence of such risk elements are blended together and evaluated, is called *risk assessment*.[50]

In a factual setting where an unlicensed driver creates damages out on the highway, then punitive incarceration is appropriate, and this requirement reconciles everyone's objections by accomplishing the same identical criminal recourse the *incarcerationists* yearn for so much in their vindictive cries for encagement glory.

Incidentally, by comparison in Canada, the Ontario Police only seeks a $53 civil fine for driving without a license, and the sky doesn't seem to be falling in on Canada without the existence of some precious little penal statute in existence to incarcerate an unlicensed drive; so Case hardened American judges who parrot the Insurance Company lobbyist line (that incarceration is the only medicine to deal with unlicensed drivers) are exercising flaky judgment that isn't very well thought out ("...da law says I gotta").[51]

Even prominent United States Supreme Court Judges can be found operating in this competency limitation strata,[52] as they live in a shell, isolated away from divergent opinions that may very well be built upon an enlarged basis of factual knowledge they do not possess, and as such, just might possibly have some merit to them.[53]

This highway power play by Insurance Companies, to use penal statutes and the police powers to experience Commercial self-enrichment, raises a secondary "fairness" question on the propriety of using statutes operationally skewed to favor their sponsors; however, "fairness" is a Tort concept definable only along the infinite -- and in contrast to that, contracts are narrow, specific, and contain detailed positive mandates and negative restrainments in effect between the parties. Being that contracts are both specific and finite, and that special benefits were accepted synchronous with the contract's technical reciprocal contours being pre-defined; therefore, the inherently indeterminate nature of *fairness* is fundamentally out of harmony with contracts, and properly belongs in that free-wheeling world of Tort Law, where anything goes. Where the terms of contracts are not freely negotiated due to the dominate overbearing positional strength of one of the parties, the judicial allowance of a *de minimis* amount of corrective "fairness" is appropriate since there never was any mutual assent[54] -- and that already exists in American Jurisprudence and is now called the Adhesion Contract Doctrine.[55]

But to otherwise allow a party to bring in claims of "fairness" from the outside, to now operate on the contract, would be to work a Tort on the other party that such "fairness" operates against. This is an important concept to understand with contracts. As a *Principle of Nature*, Judges are correct when they toss out your arguments that sound in the pleasing tone of Tort, when you are a party to a Contract Law jurisprudential grievance. *Willful Failure to File* and Highway Traffic Infractions are all Contract Law grievances. Remember that invisible contracts are in effect whenever benefits have been accepted and reciprocity is being expected back in return. Your use of the state's highways automatically creates the existence of such an invisible juristic contract, and also attaches the summary features of

a giblet cracking regulatory adjudicating Star Chamber that American Traffic Courts have infamous reputations for.[56]

Yet, there is some minimal merit present in the Patriot position out on the highways. Patriots have been silent on a judicial enlightenment analogy that should be made here, as some Patriots like to enlighten Judges on reasoning and Principles applicable to favorite Patriot factual setting confrontations. The Supreme Court has ruled that shopping center owners, who open up their premises for public ingress and egress, lose some of their property rights, i.e., there is a declension in status from having absolute authority to eject with discretion anyone they want, down to being restrained from doing so.[57]

If this legal reasoning, which diminishes the rights of property owners, were to be applied to a highway setting by way of comparative analogy, then the fact that Government Highways are open to the public should, theoretically, partially restrain the State from exercising absolute jurisdiction to eject a person from merely using the highways without a license, down to a reduced property rights status where the mere non-existence of a compelled Driver's License is insufficient grounds for incarceration, absent, perhaps, collaborating causal damages. Of and by itself, that argument won't win any Cases (the quiescent environmental ambiance one enjoys walking down a row of store fronts in a shopping center really does not have any factual parity with the high-powered accelerated velocity of contemporary highways). I know that Protesters would very much like to hear me throw invectives at Traffic Court Star Chamber Magistrates and state that *Principles of Nature* are being violated by Judges by their consenting to incarcerate unlicensed drivers at Sentencing Hearings,[58] but Traffic Courts are merely enforcing contracts, and no restrainment exists in appellate court rulings or other pronouncing instruments of Law; nowhere is there specific wording to disable expectations of reciprocity denominated in penal terms, on those Highway Contracts.

As for the analogy in status declension, this property rights declension in status experienced by property owners who open up their property for public use is just the same old longstanding Common Law restrainment that English judges placed on the King of England updated and applied to a contemporary Commercial factual setting of privately owned shopping centers, that restrained the King from selectively excluding persons from using the King's Highways by requiring free and open access and use of the King's Highways to everyone.[59]

The application of this Principle also surfaces again with the rights of property owners adjoining public highways, to yield their

expectations of exclusion and privacy whenever the highway itself becomes impassable or otherwise founderous, and allows travelers to leave the highway and start using your property.[60]

Called the *Right to Travel extra viam*, this yield in property rights is deemed to be only of a temporary character, and people acquiring the property which adjoins the Highway already had their prior *notice* that the day might come when inclement weather may cause some travelers to use a few feet of your property. The Principle which supports its use is not unlike that Principle which undergrids the *Doctrine of Private Ways by Necessity*.[61]

Remember that in another setting the King also experiences a declension in Status whenever he enters into the world of Commerce: From Sovereign to just another corporation game player. In any event, Highway Contract Protesters remaining unconvinced of their weak position need further development on the true origin of the Patriot problem out on those highways: A contract, and the elevated priority in Nature that contracts ascend to whenever they are in effect. If the significance of that idea is not being learned now, then I can assure you that you will learn it in no uncertain terms at the Last Day.

And as for you lingering diehard Protesters, your *Bills of Attainder* arguments based on restrainments in the United States Constitution will not vitiate your Highway Contract liability. *Bills of Attainder* are legislative acts that inflict punishment without a judicial trial, and violate the Separation of Powers Doctrine.[62]

Thinking about the Patriot argument in a light most favorable to the Protester, in a sense, traffic tickets issued out by policing agencies operating under the Executive Branch, pre-adjudicating guilt and demanding fines, appear to function quite clearly as *Bills of Attainder*.[63]

Invisible contracts are in effect whenever you accept benefits conditionally offered by someone else; but the existence of a contract in the highway factual setting presented the Judiciary in protesting an assertion of regulatory jurisdiction is not relevant with this particular argument some Highway Protesters are using incorrectly.

*Bills of Attainder* originated in Old England, as the English Parliament sentenced individuals and identifiable members of a group to death.[64]

Correlative to the *Bills of Attainder* Protester argument is the *Bills of Pain and Penalties* of Article I, Section 9; they are legislative acts inflicting punishment other than terminal execution.[65]

Generally addressed to persons disloyal to the Crown or State, *Pains and Penalties* consisted of a wide ranging array of giblet cracking punishments: Imprisonment,[66] banishment to outside the kingdom,[67] and the punitive grab of property by the King.[68]

The reason why I took the time here to detail some of the factual settings that gave rise to *Bills of Attainder* is to show you Protesters that the old English Parliament used *Bills of Attainder* (summary legislative expressions of punishment) to denounce crime under factual settings where both Contract Law [for High Treason] and Tort Law [for murder] would have applied if the Judiciary had any say in the matter.[69]

The Supreme Court has defined a *Bill of Attainder* as a Legislative Act which inflicts punishment on named individuals or members of an easily ascertainable group without the benefit of a judicial trial.[70] In determining whether a particular statute is a *Bill of Attainder*, the judicial analysis necessarily requires an inquiry into three definitional elements, each of the three standards must be violated:

1. Specificity in Identification; and
2. Punishment; and
3. Lack of Judicial Trial.[71]

Highway Motor Vehicle regulatory statutes vary widely from State to State. In some States, Highway Contract infractions are sent to a Motor Vehicles Administration Bureau for fine assessment in summary Hearings; whereas in other States *Justices of the Peace* rule the Highways through their Star Chambers; still other States, like New York, feature a combination of the two -- Administrative Bureaus for citations issued within large cities, and Star Chamber JP's for everyone else. In New York State, even if you are cited within a large city that has Administrative Bureaus established, when dealing with unlicensed drivers, the bouncers who arrested you will bypass the Administrative Bureaus and throw you directly into a municipal criminal court. However, for this pending explanation, let us assume that your tickets are being handled through any one of several possible administrative devices. As it applies to Highway Contract Protesters, when the arresting officer issues you out a citation, and perhaps fixes a fine right then and there without any judicial trial, or if the Administrative Law Judge affixes the fine, then, seemingly all of the indicia that characterize *Bills of Attainder* have been met: An identifiable group has been targeted; summary punishment was determined by some Executive Department agent; and there was no judicial trial. For Highway Contract Protesters in search of some arguments, just anything, to throw at Judges, that is all they need to

hear.

I know that you Protesters do not want to hear this kind of talk, but your reasoning is defective and Traffic Tickets do not operate as *Bills of Attainder*, for reasons that require an expanded basis of factual knowledge to exercise judgment on. Traffic Tickets do possess the *Bill of Attainder* indicia attributes of targeting a specific and identifiable group of people to nail; and there is pre-defined Legislative punishment provided for; but it is the last remaining element of a Judicial Trial that you Protesters err in. Even though your fines were assessed or collected under summary Administrative findings of guilt (at either the roadside or in front of an Administrative Law Judge), with the fines being pre-determined by Legislative mandates, in all States where I have examined Motor Vehicle Statutes, there is a provision for a Judicial Trial *de novo*, meaning that whatever fine was paid or assessed by the Executive Department agent can be challenged on appeal in Court with the benefit of a Judicial Trial, who will then consider your Case starting from a clean slate, or *de novo* (meaning anew of fresh). Since a Judicial Trial is offered, Traffic Tickets do not meet *Bills of Attainder* standards under Supreme Court guidelines -- at least, that is the way the Legislatures believe that they have protected themselves from challenge.[72]

If you Protesters still want to contest your Tickets as *Bills of Attainder*, your defense needs to center around the practical and legal impediments created by statutes that discourage unsatisfied Ticket Protesters from pursuing altogether a Judicial Trial *de novo*. Such impediments that defeat the ready availability of a Judicial Trial *de novo* might be both the demands from Judges that you retain an attorney to represent you at this impending Judicial Trial, and perhaps the demands laid upon you for posting an unreasonably large "bail" (specifically to discourage appeals).

If your state statutes do provide for an eventual Judicial Trial *de novo*, then your claims of Motor Vehicle statutory impairment based on *Bills of Attainder* arguments will not ultimately prevail unless special correlative pleading is adduced by you documenting how other practical impediments or statutes have obstructed your free and easy access to a Judicial Trial *de novo*, and that therefore the State has cleverly circumvented the *Bill of Attainder* Constitutional restrainment practically, while satisfying the appearance of complying with the Supreme Law facially.

Judges simply do not have any objection to the collection of administrative fines under Executive Department findings of facts (guilt) without any Judicial trial or intervention. And this lack of

judicial objection is even greater when the *person* pursues Commercial enrichment through the regulatory jurisdiction of a contract; but in contrast to that, Judges will draw the line and not allow the collection of administrative fines or of chronologically accelerated asset seizures, that take place under the rubric of Legislatively mandated Executive Department findings of fact (guilt), if there are any statutory provisions that attempt to pre-empt, preclude, or prevent eventual Judicial review or procedural supervision. Absent such special circumstances, a provision for an eventual Judicial Trial *de novo* satisfies the Constitutional *Bill of Attainder* requirement for ultimate Judicial supervisory review of summary administrative grabs.

Accepting the special benefits of a Government contract is not a very favorable relational status to attack Government with as a defense line, particularly in adversary judicial proceedings; nevertheless, the *Bills of Attainder* negative restrainment in the Constitution operates on all factual settings regardless of the presence of a contract or not. Unless difficult impediments are created practically that restrain you from easy access to a Judicial Trial *de novo*, the mere fact that the State has specifically provided for such supervisory Trials *de novo* largely precludes a successful *Bill of Attainder* challenge to the statutory scheme.

I know that you Highway Contract Protesters do not want to hear this kind of talk, but an honest assessment of your position would necessarily result in the rather obvious conclusion that you will never, ever get, from any appellate court anywhere in the United States, the on-point published adjudication of your unlicensed motor vehicle operation question in your favor [and I am aware that many Highway Contract Protesters have convinced themselves that they are on the imminent threshold of the ultimate judicial conquest: A published Opinion in their favor]. You Highway Contract Protesters are just not in such a strong position that you have convinced yourselves that you are in; your copious Common Law *Right to Travel* briefs are applicable to a highway factual setting of a tranquil quiescent nature that is nowhere to be found in the United States today.[73]

Remember that in Nature, contracts, when they are in effect, come first. Sorry, Protesters, but you are into an invisible contract whenever you accept a benefit someone else conditionally offered, and we damage largely ourselves by refusing to Open our Eyes once corrective presentations of error are made to us. And when contracts are in effect, then only the content of the contract is of any relevancy to a Judge -- to allow a Judge to go beyond the stipulations of the parties, or to otherwise supersede or vary the contract by Tort Law reasoning, is to have the Judge throw a Tort at the losing

party.[74]

Yes, you Highway Contract Protesters out there have some deep soul searching to do.[75] For purposes of experiencing an appellate court victory, you Protesters are actually wasting your time; for purposes of acquiring knowledge of the priority in Nature of invisible contracts governing the settlement of grievances, you Highway Contract Protesters will one day look back and be ever so grateful that you drove yourself to the deep technical depths that you did in search of answers and legal arguments, any arguments, to win your Cases, as unknown to you at that time, that factual knowledge later turned out to be prerequisite to see the invisible Contracts Heavenly Father has on us all from the First Estate, and to understand the Contract Law Jurisprudential setting that will be the Last Day, a Judgment Setting where attractive Tort Law reasoning and correlative defense arguments sounding in the sugar coated deceptively sweet melodies of Tort will not be beneficial.[76]

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**[1]** This Principle was applied to an Income Tax collection setting in *Flint vs. Stone Tracy Company*, 220 U.S. 108 (1910). [return]

**[2]** "While the tax in this case, as we have construed the statute, is imposed upon the exercise of the privilege of doing business under a corporate capacity, as such business is done under authority of state franchises, it becomes necessary to consider in this connection the right of the Federal Government to tax the activities of private corporations which arise from the exercise of franchises granted by the state in creating and conferring powers upon such corporations. We think it is the result of the cases heretofore decided in this court, that such business activities, though exercised because of state created franchises, are not beyond the taxing power of the United States. Taxes upon rights exercised under grants of state franchise were sustained by this court in *Railroad Company vs. Collector*, 100 U.S. 595 (1879); *United States vs. Erie Railroad*, 106 U.S. 327 (1882). [See also 106 U.S., page 703 for opinions by Justices Bradley and Harlan]; *Spreckles Sugar Refining Company vs. McClain*, 192 U.S. 397 (1903)." - *Flint vs. Stone Tracy Company*, 220 U.S. 108, at 155 (1910). [return]

**[3]** The objective of monopolies is to make money, they are enrichment oriented legal devices benefiting their members; the story told by members of the monopoly, deflecting the existential reasoning off to the side with sweet sounding lies that portray their monopoly's bleeding heart objectives as merely being just pure concerns of public welfare and *quality*, are fraudulent. For a protracted and thorough

discussion on the negative quality side effects of professional trade licensing, on how they fail their stated purposes [meaning that their purposes were fraudulently stated at the time of monopoly creation] and are counter-productive in a wide-ranging array of areas, and for a history of licensing, see David B. Hogan in *The Effectiveness of Licensing: History, Evidence and Recommendations*, 7 Law and Human Behavior 117 (1983). Numerous other articles in the September, 1983 issue of *Law and Human Behavior* explain why quality necessarily degenerates in that inherently uncompetitive atmosphere that characterizes shared monopolies. In the old English Case of *Davenport and Hurdis* [11 Coke 86], the court there refers to the increase in prices and deterioration in quality and commodities, which necessarily results from the granting monopolies [see *The Slaughter-House Cases*, 83 U.S. 36, at 103 (1872).]

> "In practice, such [regulatory] restrictions frequently are designed to give some profession or occupation monopoly power. It is, for example, very difficult to argue that most professional licensure laws are primarily concerned with quality control [see Stigler in *The Theory of Economic Regulation*, 2 Bell Journal of Economic and Management Science 3, at 13 (1971)]. Simple restrictions on the number of market participants are also generally explicit grants of monopoly power to a limited group. While limits on the number of taxicabs in a city may reduce traffic congestion, they also benefit license holders [see Kitch in *The Regulation of Taxicabs in Chicago*, 14 Journal of Law and Economics 285 (1971)." - Susan Ross Adams in *Inalienability and the Theory of Property Rights*, 85 Columbia Law Review 931 (1985). [return]

**[4]** Never mind the fact that before the Professions were monopolized, folks had to check references and exercise business judgment, as in any other business arrangement where you are dealing with unacquainted people. Today, the mere fact that licenses are in force automatically precludes much inquisitive background questioning that should still be asked -- Government has assumed the role of qualifier for you; and many persons holding licenses, when asked of their qualifications, refuse to give references and merely point attention over to that license -- dealing with such a person, shrouding his business background behind a veil of secrecy, is improvident. A prime example lies in the regulatory jurisdiction asserted over securities and related Commercial investment instruments -- the mere fact that Government has conducted a searching probe called *Full Disclosure* (a fraudulent characterization since much material is forbidden to be included in a *Prospectus*), automatically reduces normal intensity

questioning by prospective investors; and so as a result, investors are pre-emptively deprived of the ability to collect facts, exercise a risk/yield assessment judgment, and then make a risk investment -- Government is really your friend when stripping you of the important learning ability to acquire judgment experientially [try to ask a corporate officer for additional information not contained in that *Prospectus* their lawyers wrote -- he won't give you any, since it is illegal; some big friend Government is]. Persons placing overriding priority on the perceived important function of protecting the public financially from investment con artists or investments without merit, to justify depriving other people of the exercise of their own comparative investiture placement judgment and the benefit of acquiring real intrinsic knowledge experientially, are manufacturing unnecessary Torts they will later regret, as the purpose of this Second Estate is exclusively intellectual. And any operation of Government which impairs or attempts to impede the acquisition of factual knowledge or the unrestricted flow of information between Individuals, is literally a Doctrine of Devils. And as for MD's, if licensed medical doctors know what they are doing as well, then why is it that whenever they go on strike, the death rate drops? [I am reminded of the circumstances that King Louis the 15th went through, when he was a small infant. He had contracted chicken pox, and an attending nurse hid him from the French medical profession to spare his life; doctors had previously killed Louis's brother and father during treatment]. [return]

**[5]** "... and although we have no direct constitutional provision against a monopoly, yet the whole theory of a free Government is opposed to such grants, and it does not require even the aid which may be derived from the Bill of Rights [of Connecticut], the first section of which declares that `no man or set of men, are entitled to exclusive public emoluments, or privileges from the community' to render them void. The statute of 21 James I., C. 3, which declares such monopolies to be contrary to law and void, except as to patents for a limited time, and printing, the regulation of which was at that time considered as belonging to the king's prerogative, and except also, certain warlike materials and manufactures, the regulation of which for obvious reasons may fairly be said to belong to the king, has always been considered as merely declaratory of the common law." - *Norwich Gas vs. Norwich City Gas*, 25 Connecticut Reporter 19, at 38 (1856) [*Connecticut Report* carries the Cases from the Connecticut Supreme Court.]

See also the briefs for Counsel in *The Slaughter-House Cases* [83 U.S. 36 (1872)] as they contain a great deal of legal material in opposition to monopolies [6 *Landmark Briefs and Arguments of the*

*Supreme Court of the United States: Constitutional Law* at 475, by Kurland and Casper [University Publications, Arlington, Virginia (1975)]. The Supreme Court in *The Slaughter-House Cases* discusses the great *case of monopolies*, decided during the reign of Queen Elizabeth which held that all monopolies, in any known trade or manufacture, are an invasion of the liberty of the Citizens to acquire property, and pursue happiness, and were declared void at Common Law, which is correct reasoning when applied to appropriate Tort Law factual settings lying outside of any participation in that closed private domain of King's Commerce. [*The Slaughter-House Cases* addressed the question as to whether or not monopolies were forbidden by the 13th Amendment and several clauses in the 14th Amendment, by reason of the damages they create on Citizens]. [return]

**[6]** *Colbert's Life and Theories*, Volume I, page 309 and Volume II, page 457 [Columbia University Press (1939)]. [return]

**[7]** Levasseur, *Historie De Commerce*, I, 299-300. [return]

**[8]** Here in New York State, for example, Section 441(1)(d) of the Real Property Law defines individuals who are eligible to apply for, and receive, state licenses for the sale and brokerage of real estate. Licenses are granted freely to either Citizens of the United States, or to aliens; once a license to experience financial enrichment in a shared business monopoly has been issued, the state does not care about your political relational status to the King, or any associated benefits accepted thereby. With such a license in effect, for taxing purposes, your Prince has you tied down but good and tight. [return]

**[9]** "Whatever a state may forbid or regulate it may permit upon condition that a fee be paid in return for the privilege. And such a fee may be exacted to discourage the prosecution of a business or to adjust competitive or economic inequalities. Taxation may be made the implement of the exercise of the state's police powers." - *Atlantic & Pacific Tea Company vs. Grosjean*, 301 U.S. 412, at 426 (1936). [return]

**[10]** And the pronouncements of Highway Contract Protesters, arguing that Highway Contracts do not exist until the Driver's License application itself has been signed, is defective reasoning, as I will explain later. [return]

**[11]** Judges often have a difficult time ruling on the question as to whether or not an assumed name was fraudulently used to deceive other people. The reason why this difficulty is inherent with assumed names is due to the Common Law right of anyone to assume any name they feel like, how and when they feel like it, and without any petition to

Government for such an assumption of a *nom de plume*. See *United States vs. Cox*, 593 F.2nd 46 (1979), and *United States vs. Wasman*, 484 F.Supp. 54 (1979), for Cases where Federal Judges wrestled quite a bit with this question. [return]

**[12]** The *Doctrine of Equitable Estoppel* is slightly different from *Collateral Estoppel* in that *Equitable Estoppel* precludes a litigant who wrongfully induced another to adversely change his position from asserting a right or defense, which is what happens when IRS termites start chopping away at the off-point benefits derived from a State License acquired solely to avoid penal consequences, under tension with a Substantive Right:

> "... the effect of the voluntary conduct of a party whereby he is absolutely precluded, both at law and in equity, from asserting rights which might perhaps have otherwise existed, either of property, of contract, or of remedy, as against another person, who has in good faith relied upon such conduct, and has been led thereby to change his position for the worse, and who on his part acquires some corresponding right, either of property, of contract, or of remedy." - J. Pomeroy in 3 *Equity Jurisprudence*, Section 804 95th Edition (1941)].

Traditionally, Courts have been reluctant to hold the operation of this Doctrine against the Government. [See generally *Estoppel Against State, County, and City* in 23 Washington Law Review 51 (1948)]. Consequently, since Government is let off the responsibility hook, people with claims against the Government have often suffered wrongs unnecessarily that Courts would not have tolerated had both litigants been non-juristic parties; yet things have been loosening up a bit since the *Oil Shale Cases* [see *Emergence of an Equitable Doctrine of Estoppel Against the Government -- The Oil Shale Cases* in 46 University of Colorado Law Review 433 (1975)]. In 1981, the Supreme Court seemed willing to entertain the use of this *Equitable Estoppel Doctrine* against the Government in *Schweiker vs. Hansen* [see *Equitable Estoppel Against the Government* by Deborah Eisen, in 67 Cornell Law Review 609 (1982)]. [return]

**[13]** Contracts entered into where arrest was threatened are coercive, and are wide open to attack. Read the story of the finding of the sunken lost Spanish Galleon ship, the *Atocha*, and the subsequent muscle threats by the State of Florida to arrest the underwater treasure hunters if they didn't agree to turn over a percentage of their treasure finds to the Florida Prince, in the *State of Florida vs. Treasure Salvors, Inc.* [458 U.S. 670 (1980)]. Footnote number 4 refers to the Federal District Court in Florida that ruled that those

contracts so signed were coercive. [If the treasure hunters were smart, they would have filed a *Rejection of Police Power Benefits* with the State of Florida, and then present the Judiciary with an entirely different factual setting to rule on. Maybe the Treasure Hunters wanted the protectorate benefits of the guns and cages offered by the State; if so, then they should have tendered the reciprocity so expected.] [return]

**[14]** When addressing an evidentiary question -- such as the appropriateness of assigning *Burdens of Proof* to either Government or the Individual, under circumstances where the Individual does not want to do something but penal statutes intervene to change his reluctance -- Justice Frankfurter once said that:

> "Where an individual engages in conduct by command of a penal statute... to whose laws he is subject, the gravest doubt is case on the applicability of the normal assumption -- even in a prosecution for murder (See *Leland vs. Oregon*, 343 U.S. 790) -- that what a person does, he does of his own free will. When a consequence as drastic as [enfranchisement] may be the effect of such conduct, it is not inappropriate that the Government should be charged with proving that the Citizen's conduct was a response, not to the command of the statute, but to his own direction. The ready provability of the critical fact -- existence of an applicable [penal] law, particularly a criminal law, commanding the act in question -- provides protection against shifting the burden to the Government on the basis of a frivolous assertion of the defense of duress. Accordingly, the Government should, under the circumstances of this case, have the burden of proving by clear, convincing, and unequivocal evidence that the Citizen voluntarily performed an act causing [enfranchisement]." - Justice Frankfurter in *Nishikawa vs. Dulles*, 356 U.S. 129, at 141 (1957).

The actual factual circumstances in *Nishikawa* involved similar Tort questions of the unfairness of involuntary expatriation when a Citizenship Contract is hanging in the background. [return]

**[15]** Such as:

- *Edwards vs. California*, 314 U.S. 160
- *Twining vs New Jersey*, 211 U.S. 78
- *Williams vs. Fears*, 179 U.S. 270, at 274
- *Crandall vs. Nevada*, 6 *Wall*. 35, at 43-44
- *The Passenger Cases*, 7 *Howard* 287, at 492

- *U.S. vs. Guest*, 383 U.S. 745, at 757-758 (1966)
- *Griffin vs. Breckenridge*, 403 U.S. 88, at 105-106 (1971)
- *Califano vs. Torres*, 435 U.S. 1, at 4, note 6
- *Shapiro vs. Thompson*, 394 U.S. 618 (1969)
- *Califano vs. Aznavorian*, 439 U.S. 170, at 176 (1978)

All of which were cited in *Alexander Haig vs. CIA Agent Philip Agee*, 435 U.S. 280, at 306 (1980), which reaffirmed the *Right to Travel* within the United States, and then distinguished that Right from the lessor administrative "freedom" to travel outside the *terra firma* of the United States as being discretionary, within reasonable limits, by the King over his Subjects, as all "Citizens" are operating under the administrative jurisdiction of contractual King's Equity. See also a separate but parallel *Freedom of Movement Doctrine*; and *United States vs. Laub*, 385 U.S. 475 (1966); and *The Right to Travel: The Passport Problem* by Louis Jaffee in 35 Foreign Affairs, at 17 (October, 1956) which discusses, at a light level, the national interest implications involved when the *Right to Travel* is under tension with statutes. [return]

**[16]** Remember the word *public*, as used by Judges, generally means *Government*. When appellate judges use the words *affects a public interest* to justify some further state intervention somewhere, what they mean is that a Government interest is affected. As applied to Highway law, partial justification for the state judicial affirmance of the requirement to hold an operator's license is the fact that the regulatory jurisdiction the State Legislature is asserting over those highways does, in fact, "affect a Governmental interest," as it is the state that spends the money to acquire the land, build the highway, and then spends incredible amounts of more money, year in and year out without any let up, to maintain those roads. If that does not affect a Governmental interest, then would someone explain just what would? [return]

**[17]** "...[The] right finds no explicit mention in the Constitution. The reason, it has been suggested, is that a right so elementary was conceived from the beginning to be a necessary concomitant of the stronger Union the Constitution created. In any even, freedom to travel throughout the United States has long been recognized as a basic right under the Constitution. ... The constitutional right to travel from one State to another... occupies a position fundamental to the concept of our Federal Union. It is a right that has been firmly established and repeatedly recognized." - *United States vs. Guest*, 383 U.S. 745, at 757 et seq. (1966) [Sentences were quoted out of order].

Although that statement is correct, it only applies to *interstate* travelling. Protesting Patriots suggesting that fraudulent factual averments of *interstate* travelling be adduced as defensive instruments in local traffic prosecution arguments, as I have heard, are improvident -- the selective incorporation of deception into your *modus operandi* will only postpone the day of arrival for that *silver bullet* which Highway Contract Protesters are searching for, a bullet which lies within yourselves. [return]

**[18]** Does the following restrainment on Government appear any place in the Constitution?...

> "The streets belong to the public in the ordinary way. Their use for purposes of gain is special and extraordinary, and generally at least, may be prohibited or conditioned as the legislature deems proper." - *Packard vs. Barton*, 264 U.S. 140, at 144 (1923). [return]

**[19]** "The right to travel is part of the "liberty" of which the Citizen cannot be deprived of, without due process of law under the Fifth Amendment... Freedom of movement across frontiers... and inside frontiers as well, was part of our heritage..." - *Kent vs. Dulles*, 357 U.S. 116, at 125 (1958). [return]

**[20]** The Supreme Court once ruled that the *Right to Travel* interstate overruled State arguments of social or economic consequences:

> "The right to interstate travel had long been recognized as a right of constitutional significance, and the Court's decision, therefore, did not require an *ad hoc* determination as to the social or economic importance of that right." - *San Antonio School District vs. Rodriguez*, 411 U.S. 1, at 32 (1973). [return]

**[21]** Remember that Residency contracts are presumed to be in effect, and contracts have to be attacked for substantive reasons, such as *Failure of Consideration*, and do not roll over and die by your mere unilateral declarations of their nonexistence. [return]

**[22]** In certain pleading contexts, there is not a lot of legal difference between a *Domiciliary* and a *Resident*. In *Hammerstein vs. Lynee* [200 Federal 165 (1912)], a Federal District Court ruled that the word *reside* in the 14th Amendment's State Citizenship Clause also meant *Domiciliary*. One of the characteristics of the English Language is the lack of identity of some of the words that comprise its structure; many words have found multiple homes in different locations, and therefore meanings must be abated pending consideration

of an enlarged context of the surrounding words. *Residence* and *Domicile* are two such words in Law that, on some occasions, are interchangeable, and on other occasions, are not interchangeable. The recurring semantic nature of some words [that Judges are partly responsible for since they continuously refuse to define explicit meanings] to be inherently difficult broncos to tie down, was noted once by a Federal Court, when dealing with a *Domiciliary* question:

> "The theoretical domicile which is equivalent to State Citizenship is always one which exists *animo revertendi* [meaning *with intention to revert back*]. The theoretical domicile which clings to a homeless wanderer, who never intends to return, has its uses in deciding rights of succession to property, in respect to taxation and to the administration of pauper laws, but is not, I think, equivalent to Citizenship in the sense in which the word "citizen" is used in the Judiciary Act. While domicile, in some sense, may not be lost by mere departure with intent not to return, State Citizenship is thus lost. In other words, where the word "domicile" is used as meaning home, where absence from domicile is *amino revertendi*, domicile may be equivalent to State Citizenship; but where domicile exists merely by legal fiction, and absence is accompanied by intent never to return to the state of domicile, the word is not synonymous with Citizenship." - *Pannil vs. Roanoke Times Company*, 252 Federal 910, at 915 (1918).

Therefore, correctly pleading Supreme Court rulings on the purely voluntary nature of Citizenship is suggested, and that you are an Inhabitant of that State *without juristic benefits*, and neither a Resident nor a Domiciliary *Benefit Acceptant*; but your self-proclaimed status as an *inhabitant* means nothing until you first reject all state constitutional benefits, and the benefits of Residency, and the police protectorate powers, in particular. [return]

**[23]** State Residency statutes were once overruled by the Supreme Court on grounds relating to *Right to Travel*. In *Shapiro vs. Thompson* [394 U.S. 618 (1969)], the Supreme Court ruled that the *interstate* right to travel overruled and annulled state residency statutes [where welfare grants offered by States restricted to persons living in that kingdom for at least one year, where annulled. This is a unique case in the sense that its reasoning will never surface anywhere else, as the claimed "chilling effect" the state residency statutes generated on the Interstate Right to Travel represented one of philosophical justification. Substitute the same "chilling effect" *Right to Travel* reasoning on any other Patriot state residency Protester case, and the

Federal Judge will snort at you. [return]

**[24]** "Automobile licenses are issued periodically to evidence that the drivers holding them are sufficiently familiar with the rules of the road and are physically qualified to operate a motor vehicle." - *Delaware vs. Prouse*, 440 U.S. 648, at 658 (1978). [return]

**[25]** In 1692 the Colonial Legislature of Massachusetts enacted a little slice of *lex*, called the *Lord's Day Act*, that said:

> "... no traveller... shall travel on that day..."

In 1876, a negligent Defendant successfully invoked this statute to bar the recovery by a Plaintiff who was injured while walking on a Sunday [*Smith vs. Boston and Maine R.R.*, 120 Mass. 490 (1876)]. To the Supreme Judicial Court, the Plaintiff was "... unlawfully traveling upon the highway" [id., at 492]. In 1877, the Massachusetts Legislature removed the civil liabilities that permeated the *Lord's Day Act*. [return]

**[26]** "... all automobiles... shall be registered" and "... no automobile... shall be operated... unless registered." - *Massachusetts Acts*, c.473, Section I,3 (1903).

Six years later, in *Dudley vs. Northhampton Street Railway* [202 Mass. 443 (1909)], the court denied an owner of an unregistered car recovery against a negligent Defendant on the ground that the former was a "trespasser on the highway." Although the Defendant pressed the analogy of the *Lord's Day Cases*, the court was able to find additional support for its ruling, by attributing to the statute a purpose of facilitating identification of motor travelers by requiring registration of vehicles. By also forbidding the operation an unregistered automobile, the court found it logical to charge the motor vehicle owner and operator of an unregistered motor vehicle with liability for damages caused to others, regardless of any mitigating negligence elements present in the factual setting. In *Fairbanks vs. Kemp*, 226 Mass. 75 (1917), the owner of an unregistered automobile, although exercising due care and caution, was held liable because of a statutory violation]. See, generally,

- Huddy in I *Encyclopedia of Automobile Law*, Section 249 (1932); Fifth Edition;
- Editor's Note in *Trespasser on the Highway Doctrine*, 46 Harvard Law Review (1946). [return]

**[27]** "Highways are public roads, which every Citizen has a right to use." - 3 Kent Commentaries 32.

See also; several English authorities:

- *Sutcliffe vs. Greenwood*, 8 Price 535;
- *Rex vs. Camberworth*, 3 B. & Adol. 108.

And for other English commentators, see:

- *Shelford on Highways*;
- *Woolrych on Ways*.

For American authorities, a point of beginning is:

- *Makepeace vs. Worthen*, 1 N.H. 16;
- *Peck vs. Smith*, 1 Connecticut 103;
- *Robins vs. Borman*, 1 Pick. 122;
- *Jackson vs. Hathaway*, 15 Johns. 477;
- *Stackpole vs. Healy*, 16 Massachusetts 33, and the many Case citations therein. [return]

**[28]** For a detailed presentation of what our Father's simple Highway Common Law was like in that serene and tranquil era, before automotive technology contamination steamrolled our Common Law into the ground by way of an overriding contract, see: *Treatise on the Law of Highways*, by Joseph Angell [Little, Brown & Company (1868)], and its Second Edition, published in 1886; and *Law of Roads and Streets*, by Byron Elliott [Brown Merrill & Company (1890)] and its Second Edition published in 1900. Both books have thousands and thousands of Case citations. The Fourth Edition has two volumes and was co-authored by Byron and William Elliott [Bobbs-Merrill Company, Indianapolis (1926)]. [return]

**[29]** What technology has done to our Law on a factual setting of Government highways is the same that technology has done to the Law of Patent Property Rights:

> "I have little doubt, in so far as I am entitled to express an opinion, that the vast transforming forces of technology have reduced obsolete much of our patent law." - Felix Frankfurter in *Marconi Wireless vs. United States*, 320 U.S. 1, at 63 (1942).

And just as technology rolled up its sleeves and went to work to convert our once quiescent highways over into a setting of high-powered vehicles, so too has technology gone to work on running our Patent Law into the ground; and now also privacy itself has also fallen by the wayside, as technological innovations make their appearance on the scene:

> "Recent inventions and business methods call attention to the next step which must be taken for the protections of the

> person, and for securing to the individual what Judge Cooley calls the right `to be let alone.' Instantaneous photographs and newspaper enterprises have invaded the sacred precincts of private and domestic life; and numerous mechanical devices threaten to make good the prediction that `what is whispered in the closet shall be proclaimed from the housetops [footnotes deleted]." - Samuel Warren and Louis Brandeis in *The Right to Privacy*, 4 Harvard Law Review 193, at 195 (1890).

Constitutions can very much be written to organically self-enlarge with the passage of time to be made to apply to factual settings then unknown at the time that Constitution was being written; but our Founding Fathers in 1787 did not do that. [return]

**[30]** For a recent presentation of what technology will do to trigger the appearance of Highway regulatory *lex* where there had been none before, a view of *Pitcairn Island* in the South Pacific is revealing. Pitcairn Island is steeped in the allure of intrigue, as it was colonized by Fletcher Christian and his fellow mutineers from the *HMS Bounty* in 1790. It is a British Colony two square miles in area and is administered by an Island Council under the British High Commissioner Governor in New Zealand. For all of Pitcairn's history up until recent days, only pedestrians and wheelbarrows were even seen on its highways, but in 1965, things changed. A heavy Bristol crawler tractor made its appearance on the Island [see the *Pitcairn Miscellany* (the Island newspaper) for January 31, 1965]; and soon that tractor was followed by a second tractor [id., August 31, 1965]. Within a few months after the first tractor had arrived, a large number of imported bicycles were making their appearances, and so now the appearance of some *lex* was imminent for Pitcairn Island:

> "With so many bikes here, traffic rules will be the next new thing to be introduced here." - Editorial, *Pitcairn Miscellany*, August 31, 1965.

Sure enough, the road *lex* soon followed in November, 1965 [id., November 30, 1965] by vote of the Island Council. [return]

**[31]** Back in the old days, when highways became impassable, things drew to a standstill -- and society literally stopped and occasionally starved as well:

> "Roads were so bad, and the chain of home trade so feeble, that there was often scarcity of grain in one part, and plenty in another part of the kingdom." - *Encyclopedia Britannica* under "Corn Laws" [Cambridge, England (1910)] 11th

Edition. [return]

**[32]** "We agree that the States have a vital interest in ensuring that only those qualified to do so are permitted to operate motor vehicles, that these vehicles are fit for safe operation, and hence that licensing, registration, and vehicle inspection requirements are being observed." - *Delaware vs. Prouse*, 440 U.S. 648, at 658 (1978). [return]

**[33]** In ancient times, metropolitan cities were frequently heavily congested with traffic. Long before the City of Paris leveled entire neighborhoods to widen some streets in the 1700s, in the First Century B.C., Julius Caesar banned wheeled traffic (not pedestrians) from the streets of Rome during peak daylight hours. The result was that to some extent the wheeled traffic waited until dusk to use the streets; pedestrians were free to use the streets during the daylight hours, causing wheeled vehicles to shift their street congestion into late night hours [see C.A.J. Skeel in *Travel in the First Century After Christ, With Special Reference to Asia Minor*, at 65; Cambridge University Press (1901)]. [return]

**[34]** "... it has always been recognized as one of the powers and duties of a Government to remove obstructions from the highways under its control." - *In re Debs*, 158 U.S. 564, at 586 (1894). [return]

**[35]** "Laws requiring that drivers be licensed and that applicants be subjected to thorough examination apparently are a more effective means of reducing accidents." - Note, *Development of Standards in Speed Legislation*, 46 Harvard Law Review 838, at 842 (1942).

In footnotes 31, 32 and 33, the *Traveller's Insurance Company* is found disseminating information on highway traffic accidents back in the 1920s and 1930s; having achieved their important objectives of filling the Motor Vehicle Statute books full of penal codes, the insurance companies largely faded away from the scene. [return]

**[36]** Special Interest looters, Tory Aristocrats, and Gremlins, reigning supreme up and down the corridors of American legislatures, have been going to work on the meat there since the founding of the Republic:

> "That corruption should find its way into the Governments of our infant republic, and contaminate the very source of legislation, or that impure motives should contribute to the passage of a law, or the formation of a legislative contract, are circumstances most deeply to be deplored." - *Fletcher vs. Peck*, 10 U.S. 87, at 130 (1810).

Here in 1985, the only persons who would actually try and dispute the presence of looters in American legislatures are those folks who live most distant from reality, of which there are quite a few, and collectively they write many books which in turn propagates their error, which is sometimes intentional. [return]

**[37]** If I am a roofing contractor, and we agree to have me repair your roof, I don't need any written contract on you at all to throw *Mechanic's Liens* on your property, perfect an *in rem* Judgment against your house, and then sell at Foreclosure your own house right out from underneath you -- without anything having been placed "in writing;" I do not need your "consent" to get my money out of your house, if you default on the contract. A Highway Contract Protester would argue that since nothing was signed, the contract does not exist; but your arguments are defective, and you Protesters don't know what you are talking about. [return]

**[38]** Today, regional Princes are calling the shots on Highway regulatory matters -- tomorrow, the King intends to grab for himself those Highways. *Executive Order* 11921 ["Adjusting Emergency Preparedness Assignments..."], largely for use in a *post-war* scenario, claims jurisdiction to recover from National Emergencies [See 41 *Federal Register* 24293 for June 15th, 1976]. Sections 804(4)(b) ["Construction, use and management of highways, streets, and appurtenant structures..."] to justify this impending Federal grab, as soon as some emergency can be manufactured. This *Executive Order* 11921 superseded in art, and complemented in part, an earlier *Executive Order* 11940 from the Nixon era [October 28, 1969], that was designed to justify Federal *pre-war* seizure of everything. [return]

**[39]** In some States, criminal procedure statutes were written in such a way that *criminal intent* was required to be adduced by prosecuting attorneys under circumstances where contracts are actually in effect. Patriots who know how to weasel out of traffic prosecutions in those few States where this legislative rule is in effect, by citing those *criminal intent* requirement statutes on *no driver's license prosecutions*, are not correct in associating any prevailing significance to the existence of those statutes, other than the fact that, yes, some clown in their legislature once messed up -- just like legislatures have messed up elsewhere in criminal procedure statutes in other states. Those State statutes were written by *intelligentsia* lawyers -- and so now the degenerate commingling of Tort indicia into contract infractions by a few states, together with the willful withholding of the identification of the creation of invisible contracts when special juristic benefits were quietly accepted out in the practical setting (benefits carrying regulatory hooks of lingering

reciprocity expectations along with them) by many other States, is not to be construed as overruling the authenticity of the information presented herein. Errors and other enactments representative of improvident reasoning by legislatures are actually quite frequent in American legal history; and always remember that legislatures do not create *Nature* -- they never have and they never will. [return]

**[40]** "Men fight and lose the battle, and the thing that they fought for comes about in spite of their defeat, and when it comes, turns out not to be what they meant, and other men have to fight for what they meant under another name." - William Morris in *A Dream of John Ball* ["The Commonweal Magazine" (November 13, 1886); reprinted by Longmans Green and Company, London (1924)]. [return]

**[41]** Another way out is through the preemptive intervention of *International Law* for those persons having Diplomatic Status through institutions recognized as such by the President of the United States. Another way to get out of a State asserted contract is to be a Federal Employee and start using those highways while engaged in Federal work. In an Opinion written by Mr. Justice Holmes, the Supreme Court once ruled that it is not Constitutionally permissible for a State to throw a slice of regulatory *lex* at a Federal Employee driving a motor vehicle on State highways while on Federal business. While touching on the broader recurring question of just what are those frequently overlapping contours of Federal/State legislative jurisdiction, the Supreme Court said that:

> "Of course an Employee of the United States does not secure a general immunity from State Law while acting in the course of his Employment. That was decided long ago by Mr. Justice Washington in *United States vs. Hart* [Pet. C.C. 390; 5 *Opinions of the Attorney General*, at 554]. It very well may be that, when the United States has not spoken [here is the *Ratification Doctrine* surfacing again: That silence is sometimes very significant], the subjection to local law would extend to general rules that might affect incidentally the mode of carrying out the Employment -- as, for instance, a statute or ordinance regulating the mode of turning at the corners of streets. *Commonwealth vs. Closson*, 229 Massachusetts 329. This might stand on much the same footing as liability under the Common Law of a State to a *Person* injured by the driver's negligence. But even the most unquestionable and most universally applicable of state laws, such as those concerning murder, will not be allowed to control the conduct of a Marshal of the United States acting under and in pursuance of the Laws of the United States. *In*

*re Neagle*, 135 U.S. 1." - *Johnson vs. Maryland*, 254 U.S. 51, at 56 (1920).

Here in *Johnson*, a Federal Employee was prosecuted for not having a driver's permit, and the Supreme Court annulled the application of that State statute to this Federal Employee. Yes, working for the King does have some peripheral benefits. And as for State statutes not controlling the conduct of the United States Marshal, boy I can just hear some sophomoric Tax Protester, having won perhaps the Governorship of a state, announcing to the world that Residents of that State won't need to concern themselves with the IRS anymore; boy does the King have a few surprises up his sleeve for that clown. [return]

**[42]** Federal Judge David Bazelon once write a piece touching on an aspect of Technology and of its effect on our Law [*Coping with Technology Through the Legal Process*, 62 Cornell Law Review 817 (1977)]; despite Judge Bazelon's elevated sensitivity to the big environmental picture with the long-term declension seminally originating with Technology, he misses the boat in not defining solutions along re-establishing clean *Property Rights* lines that our Fathers once possessed. [return]

**[43]** In allowing juristic intervention into the assertion of a regulatory jurisdiction over waves propagating through the electromagnetic spectrum, the Supreme Court did not refer to the technology aspect in the historical sense, but justified this intervention on the grounds that there were only a limited number of broadcasting frequencies available for radio and television use, and therefore, we are told, Government must now divide up the pie for us [see *NBC vs. United States*, 319 U.S. 190 (1943)]. Like saying that since the number of printing presses is limited, therefore, the King will allocate newspaper publishing rights -- *classical Gremlin reasoning on rationing*. Based on this factual premise of frequency scarcity, the radiant liberating qualities of the First Amendment was held not to apply here; but actually the King, as usual, was lying in his arguments to the Supreme Court in justification of this grab [but a successful like requires two, the Supreme Court fell for it]. Down to the present day, there has been nothing but a never ending organic enlargement of the number of frequencies used since the inception of radio transmission, because an organic technology has reduced bandwidth frequencies through increasingly more sophisticated transmission and reception hardware. The frequency bandwidth technology claimed to have been limited in number has, as a factual matter, simply grown to accommodate the demand. Not only are higher frequencies now being used, but several channels are now scrambled

onto one frequency bandwidth with multiplexing and demultiplexing taking place at the points of transmission and reception. Therefore, with a regulatory jurisdiction nestled in place, the Federal Communications Commission now has broad authority to determine the right of access to broadcasting. See:

- *Federal Radio Commission vs. Nelson Brothers Bond and Mortgage*, 289 U.S. 266 (1933);
- *FCC vs. Pottsville*, 309 U.S. 134 (1940);
- *FCC vs. Sanders Brothers Radio Statio*n, 309 U.S. 470 (1940);
- *FCC vs. ABC*, 347 U.S. 284 (1954)].

In 1969, the Supreme Court, continuing on with this incorrect *Limited Number of Frequencies* line, said that while there is a protected right of everyone to speak, write, or publish as he feels like, subject to very few limitations, there is no comparable right of everyone to broadcast due to limited frequencies [so we are told] -- see *Red Lion Broadcasting vs. FCC*, 395 U.S. 367 (1969). Like Felix Frankfurter would openly admit, judicial competence is quite limited; and just as their *Common Sense* deficiency manifests itself in many areas, such as this *Frequency Shortage* line of reasoning, so too does their rare gifted genius also surface in many areas. [return]

**[44]** In 1927, coming out of a Prohibition enforcement action, the United States Supreme Court ruled that wiretapping of telephone lines by Government agents was not protected by the Fourth Amendment. The technological development of the telephone in 1927 was then 50 years old; and the Case portrays an ominous picture of what happens when our Founding Fathers failed to bluntly, specifically, and explicitly tie the King's giblets down tight, in no uncertain terms. Nowhere did our Fathers require the application of the restrainment Principles found in the Bill of Rights to be applied to technology then not existing, even though in 1787 the printing press was a relatively recent technological development. One might think that even in 1787, something might come along not contemplated by the word "Press" in the First Amendment -- but no, our Fathers did not provide for that. Writing initially in *Weems vs. United States*, dissenting Justice Louis Brandeis had a few words to say about the inherently organic nature of Constitutions:

> "Legislation, both statutory and constitutional, is enacted, it is true, from an experience of evils, but its general language should not, therefore, be necessarily confined to the form that evil had theretofore taken. Time works changes, brings into existence new conditions and purposes. Therefore, a principle to be vital must be capable of wider application

> than the mischief which gave it birth. This is particularly true of constitutions. They are not ephemeral enactments [meaning short-lived or transient], designed to meet passing occasions. They are, to use the words of Chief Justice John Marshall, `designed to approach immortality as nearly as human institutions can approach it.' The future is their care and provision for events of good and bad tendencies of which no prophecies can be made. In the application of a constitution, therefore, our contemplation cannot be only what has been, but of what may be. Under any other rule indeed, a constitution would indeed be as easy of application as it would be deficient in efficacy and power. Its general principles would have little value and be converted by precedent into lifeless and impotent formulas. Rights declared in words might be lost in reality." - *Weems vs. United States*, id., 217 U.S. 349, at 373 (1909).

In another case, Justice Brandeis then continued on in his own words:

> "Discovery and invention have made it possible for the Government, by means far more effective than stretching upon the rack, to obtain disclosure in court of what is whispered in the closet. ...The progress of science in furnishing the Government with means of espionage is not likely to stop with wiretapping. Ways may someday be developed by which the Government, without removing papers from secret drawers, can reproduce them in court, and by which it will be enabled to expose to a jury the most intimate occurrences of the home. Advances in the psychic and related sciences may bring means of exploring unexpressed beliefs, thoughts, and emotions." - Louis Brandeis, *Olmstead vs. United States*, 277 U.S. 438, at 473 (1927). [return]

**[45]** "I foresee a second challenge to civil liberties in the next century growing out of developments in science and technology. By placing new tools at the Government's disposal, technological advances enhance its power, and raise the question of when -- if ever -- the Government may use these tools.

> "In recent years, we have asked that question with regard to various surveillance technologies, from X-Rays and magnetometers to wiretaps to "bugs." I am told it is now possible to intercept conversations through window panes with laser beams, and to eavesdrop on telephone conversations by monitoring microwave radio channels. The uses of new technologies are so hard to detect that even if the courts articulate clear-cut rules, enforcing them will be unusually

> difficult. Yet, our experience with surveillance technology teaches, if we are to preserve the freedoms the Framers sought to guarantee, we must guard against much more than the specific evils they feared.
>
> "Although I cannot predict the technological developments of the next century, I foresee intractable issues looming in behavior and thought control. The emerging wizardries of chemotherapy, psychosurgery, behavior modification and genetic engineering, with their "clockwork orange" overtones, might seem an unlikely source of moral dilemmas. ...But like all technological advances, these developments carry promise as well as peril." - Judge David Bazalon in *Civil Liberties -- Protecting Old Values in the New Century*, 51 New York University Law Review 505, at 511 (1976). [return]

**[46]** "Constitutions of Government are not to be framed upon a calculation of existing exigencies; but upon a combination of these with the probable exigencies of ages, according to the natural and tried course of human affairs. There ought to be a capacity to provide for future contingencies, as they may happen; and as these are... illimitable in their nature, so it is impossible safely to limit that capacity." - Joseph Story, II *Commentaries on the Constitution*, at 403 (Cambridge, 1833). [return]

**[47]** *Quo Warranto* asks the question: By what Jurisdiction? [return]

**[48]** In Highway Tort Liability Law, the phrase I quoted earlier, called *Assumption of Risk*, is actually a legal doctrine; it is a negligence defense argument to throw at adversaries in the heat of judicial battle. In a highway Tort Law liability setting, this Doctrine would surface where a guest who accepts a gratuitous ride in your car is deemed to have assumed the risk of any defects that exist in your car that were unknown to you. This Doctrine is related to a *Principle of Nature* that mandates that there has to come some point in time, regardless of any other mitigating element present in the factual setting, that requires to pull that thumb of theirs out of their mouths and start taking some responsibility for the uncontrolled knocks and circumstantial aberrations that make their infrequent appearance in our lives down here, as they knowingly entered into risk environment situations [like driving on highways] where they knew something adverse could happen, and yet, they went right ahead and took the ride anyway. [See generally, William Prosser, *Law of Torts* ["Negligence: Defenses"] (West Publishing, 1971) 4th Edition.] [return]

**[49]** This is just another example of Government's *modus operandi*: If

they can grab the tax and get away with it politically, they will -- while remaining silent on the exceptions. If Government can force a licensing environment over you, they will and if they cannot, they will not; and then they will remain silent on their legal and practical disabilities. Criminals too operate in similar ways: Imagine yourself being at a ski resort; there are 60 pairs of skis and poles leaning against a rack; and along comes a criminal casing the place over. Fifty pairs of the skis are locked down, and 10 of them are not. If you were a criminal, what would you do? Criminals take what they can take, and leave behind that which is relatively too difficult to grab and make off with.

> "The only object we have here in view in presenting this [graduated income tax] amendment is to rake in where there is something to rake in, not to throw out the dragnet where there is nothing to catch." - Senator William Peffer, June 21, 1894 [as quoted by Frank Chodorov in *The Income Tax*, page 37 (Devin-Adair, 1954)]. [return]

**[50]** Everyone is in a constant state of making *risk assessment*, even though not all folks scientifically view their judgment thinking along these well defined lines; anytime an environment of risk is being entered, *risk assessment* judgment is actually being made, even if subconsciously. Gremlins, being the administratively well organized body of vermin workhorses that they are, also thoroughly immerse themselves in precise, well thought out *risk assessment* model scenarios. This process is normally used in such areas like probing for the probable subject reaction to one more turn of the screws, or in estimating the likelihood of actually achieving, and then getting away with, some desired damages somewhere -- some murder, some revolution, or some war, conquest, asset grab, or famine being manufactured someplace. From the Gremlin perspective, then, *risk assessment* has to be viewed as another tool in the decision making process to deflect the occurrence of adverse circumstances as what was once a great Gremlin enscrewment plan starts to fall apart for some unexpected reason. Gremlins have had a few words to say about structural risk analysis and assessment (I selected this discourse due to its Highway setting and the political overtones it brings to light):

> "There is no such thing as a risk free society. There is no point in getting into a panic about the risks of life until you have [made comparisons]. ...puzzling is the apparently irrational attitude which people have towards environmental hazards... Some 7,000 people are killed and some 350,000 injured each year on the roads of Britain. Yet this perpetual carnage -- nearly 1,000 killed or injured every day --

> generates no public outrage. ...you will find that politicians will be rather chary of imposing a maximum speed limit of 50 miles per hour on all roads where the limit is not already 30 or 40, though if they did, both energy and lives would be saved. Why then don't they do it? It would not *really* be difficult to enforce.
>
> "...I shall put the answer politely: Their [*risk assessment*] judgment... tells them that people would not like it. And then all the other goodies they have in mind for you, less unemployment, less inflation, less taxation, and increasing standard of living, fair shares for all... you name it -- might be unrealizable; because, you might say, `Maybe we need a change of Government. I want to go faster than 50 miles per hour on all those marvelous motorways I paid for.'
>
> "...The results of risk accounting are surprising..." - Baron Nathaniel Rothschild in the *Wall Street Journal* ["Coming to Grips with Risk"], page 22 (March 13, 1979).

Just as *risk assessment* is applied to the decision making process by Gremlins through benefit and detriment comparison, we too will now decide whether or not we will enter into replacement Covenants again with Father down here; *risk assessment* weighs the costs involved and compares them with the benefits earned. In your own *risk assessment* judgment process, while looking back at your own life for the past 10 years, we need to ask ourselves a *question*:

> Would I really have been inconvenienced to have spent Sunday mornings in Church instead of on the golf course, and also spent a few other hours across the weekdays on Celestial Contract related work?

For the value placed on the inconvenience involved, is the risk of standing before Father at the Last Day, without having been tried under his *New and Everlasting Covenants*, worth the probable forfeiture of Celestial benefits? The answer to that Question lies within yourself. [return]

**[51]** For a review of the numerous arguments on judicial competence limitations and calibre capacity as manifested by Case hardened Judges, see *Thinking About Courts: Towards and Beyond a Jurisprudence of Judicial Competency* by Ralph Cavanaugh, et al., in 14 Law and Society Review 371 (1980). [return]

**[52]** Justice Felix Frankfurter very openly stated his observation that judicial competence is limited. In *Marconi Wireless vs. United States*, he stated that:

> "It is an observation that the training of Anglo-American judges ill fits them to discharge the duties cast upon them by patent legislation. ...judges must overcome their scientific incompetence as best they can." - *Marconi Wireless vs. United States*, 320 U.S. 1, at 60 (1942).

Justice Frankfurter then went on with supporting quotations from Thomas Jefferson and Judge Learned Hand. And just as Federal Judges can be competency deficient in scientific knowledge, thus rendering their judgments in that area prone to error, so too can they be, and in fact are, competency deficient in other areas as well, generating similar erroneous judgment results. [return]

**[53]** Consider Supreme Court Justice William Rehnquist:

> "No one questions that the State may require the licensing of those who drive on its highways and the registration of vehicles which are driven on those highways." - Rehnquist, dissenting, in *Delaware vs. Prouse*, 440 U.S. 648, at 665 (1978).

Sorry, Mr. Rehnquist, but there are many people who are questioning such a licensing requirement, and they have more than sufficient minimum legal authority, based on several *thousand* State and Federal Court Opinions from a different era, as to warrant both a hearing and an extended Judicial response -- and not the snortations of a Judge who spent virtually his entire isolated life working for Government. [Notice how I said that Highway Contract Protesters are entitled to a Hearing and an Explanation. I did not say that they are entitled to prevail.] [return]

**[54]** For an illuminating article on the topic of *Mutual Assent* in contracts, see Samuel Williston in *Mutual Assent in the Formation of Contracts*, 14 Illinois Law Review 85. Under some conditions, the amount and nature of relief damages that can be awarded under contracts is sensitive to the status of the contracts falling under an *objective* meeting of the minds test [meaning some type of an Adhesion or quasi-contract (forced in whole or part on people) is in effect]; or in the alternative, a *subjective* meeting of the minds [meaning a purely negotiated contract is in effect]. See *Implied-in-fact Contracts and Mutual Assent* by George P. Costigan, 33 Harvard Law Review 376 (1919). [return]

**[55]** In 1985, the California Supreme Court handed down four cases that I am aware of that touched to some extent on the *Adhesion Contract Doctrine*:

- *Victoria vs. Superior Court*, 710 Pacific 2nd 833 (1985);

- *Perdue vs. Crocker National Bank*, 702 Pacific 2nd 503 (1985);
- *E.s. Bills Ins. vs. Tzucanow*, 700 Pacific 2nd 1280 (1985);
- *Searle vs. Allstate Life Insurance*, 696 Pacific 2nd 1308 (1985).

For example, in *Perdue vs. Crocker National Bank*, bank account signature cards were deemed Adhesion Contracts; and Contracts of Adhesion are referred to as signifying standardized contracts which, when drafted and imposed by a party of superior bargaining strength, relegates to the other subscribing party only the opportunity to adhere to the contract, or in the alternative, to reject it *in toto* [meaning rejected *in the whole*]. In *Searle vs. Allstate Life Insurance*, Justice Bird noted that insurance policies are Contracts of Adhesion, and that therefore, if there are any vague, evasive, and ambiguous statements in the contract, the party who drafted the contract (the insurance company) loses when a grievance turning on the vague clause comes before a Court. In both Cases, an underlying common denominator surfaces in that there really was not any *mutual assent* ("meeting of the minds") in effect by the parties at the time the contract was entered into. [return]

**[56]** Occasionally, I have heard rumblings from Highway Contract Protesters to the effect that both the United States and the several States lack jurisdiction to exclude foot passengers from using the Interstate Highway System. They cite the Common Law Doctrine that:

> "...all persons have a right to walk on a public highway, and are entitled to the exercise of reasonable care on the part of persons driving carriages along it." - Joseph Angell in *Law of Highways*, at 454 [Little Brown (1886)]. [Joseph Angell also cites *Brooks vs. Schwerin*, 54 New York 343 to state that foot passengers have equal rights with those driving in carriages.]

The answer lies in another Common Law Doctrine that gave improved methods of Locomotion *Superior Privileges* on highway use. See a Case entitled *Macomber vs. Nichols*, 34 Michigan 212 (1875), for an Opinion by Chief Judge Cooley discussing this Doctrine, and the interesting Case citations therein. See also *Road Rights and Liability of Wheelmen* by George Clemenston [Callaghan & Company, Chicago (1895)]. Sorry, Protesters, but our Father's Common Law is not being damaged by the placement of signs at entrances to Interstate Highways that exclude foot passengers; such *Public Notice* reasonably creates expectations of reciprocity by the highway's owners that they are conditionally offering the use of that highway to you as a benefit, and so now contracts are in effect. Those Interstate Highways are special purpose limited use highways constructed along sealed corridors where any type

of use limitation is purely discretionary by their Government owners. Government is not required to build those Interstate Highways for you, so when they do so, they are built and offered for use on their terms. [return]

**[57]** - *Marsh vs. Alabama*, 326 U.S. 501 (1946); [A company owned town had taken on a *public function* and could not prohibit the distribution of religious material on the town's privately owned streets.]

*Amalgamated Food Employees vs. Logan Valley Pizza*, 391 U.S. 308 (1968); [Shopping center management cannot interfere with union pickets, reasoning that shopping centers were the functional equivalent of central business districts. (*Logan Valley* was later modified in *Lloyd Corporation vs. Tanner*, 407 U.S. 551 (1972)].

*Pruneyard Shopping Center vs. Robins*, 447 U.S. 74 (1980); [Shopping center management restrained from ejecting persons (high school students) disseminating political literature (a petition in opposition to the United Nations Resolution against Zionism). Affirmed on the basis of adequate and independent California state grounds; property owners face diminished expectations of property rights when their property is open to the public.] [return]

**[58]** "*...da law says I gotta*" -- as their eyes are fixated on penal statutes; their minds swirling in accident statistics colored by Insurance Companies; and with a pair of demons at their sides, working them over and hacking away at them by reminding the judge just how tough of a cookie he really is to deal with such naked defiance by a Protester. [return]

**[59]** And in real property law, a variation of this Principle surfaces in the *Ingress and Egress Doctrine*, which forces the neighbors of a landlocked parcel of land to yield some of their property rights and grant a right of way easement to the nearest public thoroughfare for the benefit of the fellow who is landlocked. [return]

**[60]** "If the usual track is impassable, it is for the general good that people should be entitled to pass another line." - Lord Mansfield, in *Comyn's Digest*, "Chemin," D.6. [return]

**[61]** See a chapter called "Founderous Roads -- Right to Travel *Extra Viam*" in the book entitled "*The Law of Roads and Streets*" by Byron Elliott [Brown-Merrill (1890)]. [return]

**[62]** *Cummings vs. Missouri*, 4 U.S. 323 (1866); [Clergymen were barred from the ministry in the absence of subscribing to a loyalty oath.] [return]

**[63]** See generally, *Legislature Disqualification as Bills of Attainder*, by Wormuth, 4 Vanderbuilt Law Review 603 (1951). [return]

**[64]** See, for example, the 1685 attainder of James, Duke of Monmouth, for High Treason:

> "*WHEREAS* James Duke of Monmouth has in an hostile manner invaded this kingdom, and is now in open rebellion, levying war against the king, contrary to the duty of his allegiance; Be it enacted by the King's most excellent majesty, by and with the advice and consent of the lords spiritual and temporal, and commons in this parliament assembled, and the authority of the same, That the said James Duke of Monmouth stand and be convicted and attained for high treason, and that he suffer pain of death, and incur all forfeitures as a traitor convicted and attained of high treason." - 1 *Jacob* 2, c.2 (1685)

The forfeiture the statute is referring to is the total grab of the condemned person's property by the King, and the corruption of his blood (whereby his heirs were denied the right to inherit his estate). [return]

**[65]** *United States vs. Lovett*, 328 U.S. 323, at 324 (1945); *Three Human Rights in the Constitution of 1787*, by Z. Chafee, Jr.; page 97 (1956). [return]

**[66]** For example, see 10 and 11 William 3, c. 13 (1701):

> "An Act for continuing the Imprisonment of Counter ["Counter" is the criminal's name] and others, for the late horrid Conspiracy to assassinate the Person of his sacred Majesty." [return]

**[67]** "...all and every the persons, named and included in the said act [declaring persons guilt of treason] are banished from the said state [Georgia]." - *Cooper vs. Telfair*, 4 Dallas 14 (1800).

See also *Kennedy vs. Mendoza-Martinez*, 372 U.S. 144, at 168 (footnote #23), (1963). [return]

**[68]** Following the American Revolutionary War, several States seized the property of alleged Tory sympathizers. See a Case called *James Claim* in 1 Dallas 47 (1780); ["John Parrock was attained of High Treason, and his estate seized and advertised for sale"]; and *Respublica vs. Gordon*, 1 Dallas 233 (1788); ["... attained for treason for adhering to the King of Great Britain, in consequences of which his estate was confiscated to the use of the commonwealth..."].

[return]

**[69]** And the Judiciary has had a say in the matter, as they, with very open minds, continue to explore the possibility that various legislative acts might very well function as *Bills of Attainder*:

> "The infamous history of *Bills of Attainder* is a useful point in the inquiry whether the Act fairly can be characterized as a form of punishment leveled against appellant. For the substantial experience of both England and the United States with such abuses of parliamentary and legislative power offers a ready checklist of deprivations and disabilities so disproportionately severe and so inappropriate to nonpunitive ends that they unquestionably have been held to fall within the proscription of Article I, Section 9." - *Richard Nixon vs. The Administrator of General Services*, 433 U.S. 425, at 473 (1976). [return]

**[70]** "This Court's decisions have defined a *Bills of Attainder* as a legislative Act which inflicts punishment on named individuals or members of an easily ascertainable group without a judicial trial." - *United States vs. O'Brien*, 391 U.S. 367, at footnote #30 (1967). [return]

**[71]** These three indicia are discussed in *United States vs. O'Brien*, 391 U.S. 367, at footnote #30 (1967). [return]

**[72]** "It is difficult to see in what sense a typical *Bills of Attainder* calling for the banishment of a number of notorious rebels inflicts "punishment" any more than does a statute providing that no *grand mal* epileptic shall drive an automobile. In each case the legislature has moved to prevent a given group of individuals from causing an undesirable situation, by keeping that group from a position in which they will be capable of bringing about the feared events. The `legislative intent' -- insofar as that phrase is meaningful -- in two cases is probably identical." - Editor's Comment in *Yale Law Journal*, as cited in *Bills of Attainder* by Raoul Berger, 63 Cornell Law Review 355, at 402 (1978).

For other discussions on *Bills of Attainder*, see:

- Editor's Comment in *The Supreme Court's Bill of Attainder Doctrine: A Need for Clarification,* 54 California Law Review 212 (1966);
- Editor's Comment in *The Bounds of Legislative Specification: A Suggested Approach to the Bills of Attainder Clause*, 72 Yale Law Journal 330 (1962). [return]

**[73]** I once had a very nice lunch with, perhaps the world's premier Highway Contract Protester, George Gordon, who now lives in Isabella, Missouri. I asked this majestic Protester *extraordinaire* if he had any objection for the requirement that airline pilots be forcibly required to hold and maintain in good standing, *Evidences of Competency*. He agreed with the idea absolutely, and stated to me that he wanted the assurance that airplane pilots were competent to fly. When I asked him for his feeling on whether or not operators of automobiles should also be required to hold and maintain *Evidence of Competency*, this Protester, whom I admire so much, responded with silence, and the conversation carried on in other directions. [At the present time, this Protester is advising his students to take the Competency test and pay the fees, but not to "sign the contract" -- an incorrect line of legal advice that attaches special significance to the existence of the written Driver's License as documenting *Evidence of Consent*; but of which significance there is absolutely none -- the Law does not operate on paper and never has. To say that the Law does not exist without signatures being affixed to paper is to say that before the technology of pens, ink, and paper surfaced predominantly in the Middle Ages, that there was no Law -- which is a patently stupid conclusion to arrive at. No Driver's License has ever had to have been adduced to prove the existence of *consent*, an irrelevant factor whenever invisible contracts are in effect, since the acceptance of a hard tangible benefit, such as the use of Government Highways, overrules and annuls any such weasely little Tort argument of *unfairness*]. [return]

**[74]** Yes, the Law operates out in the practical setting by your acts, and not on paper by the existence of a Driver's License, and you Highway Contract Protesters are really missing the boat altogether:

> "The law necessarily steps in to explain, and construe the stipulations of parties, but never to supersede, or vary them. A great mass of human transactions depend upon implied contracts, upon contracts, not written, which grow out of the acts of the parties." - Joseph Story, III *Commentaries on the Constitution*, at 249 ["Contracts"] (Cambridge, 1833). [return]

**[75]** The deep soul searching that Highway Contract Protesting Patriots need to do is the same soul searching that other prominent people have already done in other settings, as they too knew that they were in serious error -- but for different reasons -- because the sanctification that their soul was unsuccessfully searching for was to correct error of a far different nature...

...It had been a nice day outside yesterday on that Thursday;

generally it had been a wet week down here; reaching a typical afternoon temperature into the 70s, now on Friday it was quite humid outside. Coming down from New York to attend a Pepsi-Cola Meeting, as Nelson had arranged, the thought of being in "*America*" triggered something warm inside Richard Nixon's heart, although he did not know just what. Richard Nixon was an American Vice-President, a high-profile and very well known fellow throughout the world, and so it was important that other good reasons always be made available to explain away his presence on his peripheral assignments for Nelson Rockefeller -- a high-powered, heavy duty, and world class Gremlin. For Vice-President Richard Nixon, merely walking down the sidewalk or strolling through a hotel lobby created an attraction not easily forgotten by passers-by.

And now it was early on a Friday morning and temperatures were now into the low 60's, and were going to rise; the weather reports had stated that the expected intermittent rains that day. Richard Nixon had gotten up early this morning and had left his suite at the Baker Hotel for a stroll; he had a busy day ahead of him, as well as having to deal with something else that was eating away at him. He had left his wife Pat back in New York -- and for good reasons.

Standing there on the sidewalk next to Elm Street, watching the cars go by, something impressive was overruling his train of thoughts, as the idea would not leave his mind that he would never, ever, forget this time, this day and this place. Looking across the street, there was a series of small 5 to 7 story buildings. He looked across the municipal park and saw that United States Terminal Annex Building, then he turned and saw in series the County Court House Building; a beautiful old stone faced mansion called *Old Red* which held the County executives' offices, built way back in the 1800s, it was of elegant red brick -- well worn but elegant. Continuing his panorama view he saw the County Criminal Courts Building, then the County Records Building -- all those buildings were fronting on Houston Street, and they were all Government. He knew that this day would be haunting him for the rest of his life. Boy, what he had to go through for Nelson. Standing on the sidewalk next to Elm Street, Richard Nixon turned again and looked around behind him -- there was a set of railroad tracks over there, and a confluence of three streets -- Main Street, Elm Street, and Commerce Street -- going underneath those tracks. Turning back around, he once again saw the small municipal park and the series of Government buildings encircling it. Continuing his turn, now there appeared a taller warehouse like building that attracted his attention momentarily. Continuing his panoramic view, he continued to turn and saw another park like setting on a bluff -- there was a collection of trees, benches, and a concrete fence with an interesting

architectural design in it -- and all of that looked like it was perched overall on a grass knoll. The concrete fence was actually a monument built by the *Works Progress Administration* in 1938 to honor a Tennessee lawyer named John Byran, one of the pioneers who settled in this town back in 1839, before taking off to join the California Gold Rush in 1849.

Continuing on with his circle, he encountered the railroad tracks again, but now his eye caught several boxcars parked nearby -- yes, he remembered how those boxcars were supposed to be there; Nelson's plans always were so well oiled. Looking at the stream of cars coming and going in both directions underneath its bridge, he studied the passengers for a while. Looking at the drivers in those cars, Richard Nixon thought to himself how he held valuable factual information those folks did not have -- factual information so important that literally, before the end of the day from right then and there, every single human being on the fact of the Earth, accessible to some news information, would then know in hindsight what Richard Nixon now knew in advance.

Occasionally, Richard Nixon had been baffled (if *baffled* is the word), or perhaps *mystiqued*, about the nonchalant ambivalence and indifference of Americans generally to their Government and to those who were quietly running the show hidden in the background; why these common folks just did not understand *power* very well.

Why couldn't these simple folks come to grips with the fact that successful politicians are simply accustomed to using juristic force to accomplish their own personal objectives? And that there were numerous others who also want the benefits derived from using Juristic Institutions on their behalf, while wanting to stay blended in latently within the shadows of the background.

Searching his soul some more, an idea came into the back of his mind -- a partial recognition of what it meant to be "*in America*" -- the real *America* was merely the absence of Corporate Socialist Rockefeller Cartel gremlin intrigues and maneuverings for conquest -- a Cartel power so dominant in New York that merely traveling anywhere else in the Country was "*America*." But something about this city was different; here nice, friendly, class people lived. He remember how he actually enjoyed being interviewed yesterday by the local Press in his suite at the Baker Hotel -- boy was that a refreshing change; he had felt relaxed. Richard Nixon really liked these folks, and once momentarily yearned to be one of them -- simple, uncluttered, and concerned largely with themselves and their families. Richard Nixon remembered how he saw his picture in the local newspaper this morning, and the photograph published was very distinguished looking. Why, if

that Press Interview had taken place in New York City, there would have been no end to the distortion taking place, and the photograph selected would have been the worst -- Nelson's barking media dogs in his media, what garbage they were. Yes, Nelson had promised Richard Nixon the Presidency off in the future, so now the barking dogs were going to have Richard Nixon as a piece of meat to kick around once again. While trying to relate to the journalists who lived in this city, Richard Nixon visualized in his mind reading the editorial page this morning next to his Press Interview photograph, and recalled feeling how real Americans lived in this city, as the local newspaper editors had the *Savior Faire* to admire a man personally, while disagreeing with some of his philosophy:

> "[We] hope, Mr. Vice President, that your brief interlude here today will be pleasant. The *news*, along with thousands in this area, has disagreed sharply with many of your policies, but the opposition is not personal."

Gee, Richard Nixon was thinking to himself, such a statement would never be found appearing in any paper Nelson and David had any control over -- a newspaper actually admiring someone else? Never. Hmmm, so that is what the distinguishing characteristic was: These common folks out here held no malice in them against others; they were not enscrewment oriented, so they thought in totally different terms. These common folks out here in *America* do not start out Press Interviews looking for ways to run someone else into the ground.

In watching the cars go by again, Richard Nixon remembered how sometime ago, he had once heard Nelson Rockefeller mutter some contemptful characterization of these common folks by calling them *peasants*, which was uttered with a salty derogatory slur in Nelson's inflection designed to rub in, in no uncertain terms, the elevated grandeur of his aloof status. Now while looking at a white convertible go by with a blonde in it, unsophisticated, seemingly carefree, uncluttered, and naive -- yet she and these other common folks down here possessed something important that Richard Nixon quietly yearned for, but could not identify; the very fact that Nelson Rockefeller had bad-mouthed these folks meant that there was something special about them that Richard Nixon thought he also wanted for himself, but in trying to figure out just what the *something* was, Richard Nixon's mind just drew a blank for the moment. These common folks out here in *America*, Nelson's *peasants*, hmmmm... unlike Nelson, they were carefree, they were without malice towards others, nor did they walk about like Atlas with the burdens of global problems on their shoulders, nor they did not hold the literal fate of entire civilizations in their hands, and they were also without factual knowledge on impending adverse circumstances, and yet, for some

puzzling reason, they still clearly held the upper hand in some invisible way [*Holding the Upper Hand* is a characterization that Nelson Rockefeller would infrequently use in other textual settings, as his mind was constantly making assessments on power relationships he was evaluating]. Here Richard Nixon was in advanced and premier positions in virtually every perspective of measurement that society offers, and yet at the same time he also felt way behind all of these simple little common folks. Richard Nixon really did not want to be here this day; he did not want to have had to sit in on that briefing session in New York along with Nelson, Secretary of Defense Robert MacNamara; his assistant Alexander Haig; Director of Clandestine Operations for the CIA, Richard M. Bissell, Jr.; and Nelson's long time friend, George DeMohrenschilt. Nelson had also given Richard Nixon a peripheral but operationally important coordinating role to play in the scenario that would be unfolding into the public's view shortly. It was a massive operation involving several hundred people, many of whom did not know what the end objective was, and would only be realizing their supporting role after the objective blossomed out into the public eye -- but not Richard Nixon; he knew the total picture from start to finish, as all supervisors and coordinators have to know in order to supervise and coordinate. In a practical sense, Richard Nixon was a very powerful person today -- he had the ability to place a phone call to Nelson Rockefeller and call off the whole operation. And now Richard Nixon was telling himself that this was something he did not want to do, this was something he resented -- yet he remained silent about his opposition, and went right ahead and did what he was told to do, as his conscience was telling him not to do, as the good little water boy he had always been for Nelson Rockefeller. In a similar way, today was also going to be the end of the line for Richard Nixon as well, as he would not need to concern himself with his conscience wrestling with him any more.

Now while Richard Nixon's mind had been racing about, touching on one deep contemplative and historical thought after another -- almost an hour had passed, and he snapped out of his somewhat dreamy world to realize that he had other things to do before catching his plane back to New York. This was a matured Richard Nixon who was now starting to mellow out -- the old Richard Nixon was emotionally disturbed and had frequently thrown temper tantrums at students in his law class at Whittier College he once taught -- mean and ugly tantrums whose [expletive deleted] language caused even the paint to peel off the walls; those tantrums had indicated an unpleasant upbringing from a broken home [which his parents were responsible for] and lack of minimal esteem for others [which he was responsible for]. But now as the new Richard Nixon turned around in a circle once again, catching a final panoramic glimpse of the neighborhood scene again -- a scene

that the entire world, literally, would become very well acquainted with in a few hours -- a tear formed in one eye and made it down to his cheek before it was wiped away; no, he really did not want to go through with this; he quietly resented this, and even momentarily regretted ever getting involved with Nelson Rockefeller.

A Question surfaced in his mind, followed by another: *Who am I? What am I doing here?*, with the first Question fading away quickly with the second soon following suit; he had done enough soul searching for one day, and this whole thing was eating at him too much. After suppressing expressions of sympathy that he and Nelson would be extending to Jackie on the morrow in a private White House reception -- those recurring condolences that he had been rehearsing -- Richard Nixon finally cleared his mind of these extraneous thoughts as he slowly turned around and left Dealey Plaza, heading indirectly for Love Airfield. After placing a phone call to Nelson Rockefeller in New York City, telling him that everything "...is set" and that he is flying back to New York, Richard Nixon would clear out of Dallas two hours before President Kennedy arrived in Dallas after having breakfast in Forth Worth. For factual information on Nixon in Dallas, see generally the *Dallas Morning News*:

- ["Guard Not for Nixon"], Section 4, page 1 (Friday, November 22, 1963);
- ["Nixon Predicts JFK May Drop Johnson" - Press Interview], Section 4, page 1 (has accompanying photograph);
- ["Thunderstorms" - weather], Section 4, page 3 (Friday, November 22, 1963);
- ["Rain Seen for Visit of Kennedy"], page 1 (Thursday, November 21, 1963);
- ["The President" - Editorial], Section 4, page 2 (Friday, November 22, 1963).

Yes, that Question: *Who am I*? really did once enter into Richard Nixon's mind in the idea stream of soul searching that he did on that Friday morning. If the great Highway Contract Protesters were smart, then unlike Richard Nixon's accelerated dissipation of difficult Questions his lack of factual knowledge created impediments to comprehending, this is one Question that Protesters should home in on without letup, until an Answer surfaces somewhere. There is no other Question in this Life that could be asked that is more important. Richard Nixon's error was in chasing the idea away quickly -- indicative of the error in judgment he also exercised as an unprincipled opportunist, when he was once invited to jump into bed with Nelson Rockefeller, a judgment that as of 1985, Richard Nixon has quietly both appreciated and regretted making several times over. Yes,

Richard Nixon got that right: Us little *peasants* do in fact *hold the upper hand* in ways invisible to Gremlins, imps, and their water boys: Being the clumsy, ignorant, dumb, stupid, uncluttered and unmotivated simple little *goy* cattle that we are, at least we haven't forfeited the Celestial Kingdom by murdering other people. [return]

**[76]** "We came into this world to receive a training in mortality that we could not get anywhere else, or in any other way. We came here into this world to partake of all the vicissitudes, to receive the lessons that we receive in mortality, from or in a mortal world. And so we become subject to pain, to sickness [and to presentations of error].

> ... We are in the mortal life to get an experience, a training, that we could not get any other way. And in order to become gods, it is necessary for us to know something about pain, about sickness, [about incorrect reasoning], and about the other things that we partake of in this school of mortality." - Joseph Fielding Smith in *Seek Ye Earnestly*, pages 4 and 5 [Deseret Book Publishings, Salt Lake City (1970)].

Yes, *correct reasoning* is very important to acquire down here, and there is a very good reason why this is so: Because how we think today governs our acts tomorrow. This Principle operates as a function of the memory judgment making machinery in our minds, an important Principle that Lucifer once deeply regretted violating in the First Estate, as he once continuously tossed aside and ignored Father's seemingly insignificant little advisories:

> "Thoughts are the seeds of acts, and precede them. Mere compliance with the word of the Lord, without a corresponding inward desire, will avail little. Indeed, such outward actions and pretending phrases may disclose hypocrisy, a sin that Jesus vehemently condemned.
>
> "...The Savior's constant desire and effort were to implant in the mind right thoughts, pure motives, noble ideas, knowing full well that right words and actions would eventually follow. He taught what modern physiology and psychology confirm -- that hate, jealousy, and other evil passions destroy a man's physical vigor and efficiency. `They pervert his mental perceptions and render him incapable of resisting the temptation to commit acts of violence. They undermine his moral health. By insidious stages they transform the man who cherishes them into a criminal.' [Just like executioners for the KGB are eaten alive by a canker and must be replaced frequently, as I quoted Ian Fleming.]

"Charles Dickens makes impressive use of this fact in his immortal story *Oliver Twist*, wherein Monks is introduced first as an innocent, beautiful child; but then `ending his life as a mass of solid bestiality, a mere chunk of fleshed iniquity. It was thinking upon vice and vulgarity that transformed the angel's face into the countenance of a demon.'...

"I am trying to emphasize that each one is the architect of his own fate, and he is unfortunate, indeed, who will try to build himself without the inspiration of God, without realizing that he grows from within, not from without. [Yes, just like that *Silver Bullet* that Protesters are also looking for -- it too lies within yourselves.]" - David O. McKay in *Conference Reports* ["The Need for Right Thinking"], at page 6 (October, 1951). David O. McKay was at that time the President of the Church. [return]

# Invisible Contracts

# Government Enforcement of Commercial Interests

by **George Mercier**

[Pages 532-552]

Under the Law Merchant/Uniform Commercial Code, it is assumed that all contracts and Persons existent within this defined geographical kingdom fall under the General Commercial Jurisdiction of the State.[1] In a somewhat similar way, Judges have given the King automatic jurisdiction over everything within the geographical perimeters of his Kingdom.[2] Therefore, the Law Merchant (which is the Common Law of contracts applied to Merchants in King's Commerce), and its codified organic progeny, the UCC, combine to offer you and your Commercial contract the important benefit of Government intervention and enforcement of whatever contract it was that you negotiated.

Assume for a moment that you are a Judge, and so now ask yourself if that is not a very legitimate benefit to be offering; so now you can possibly see why reserving the right to call upon the police powers of the State to enforce your contracts, as everyone automatically does by their silence, is a very powerful instrument in its attachment of King's Equity Jurisdiction, and properly so. Hiring the collection services of the State (reserving the right to sue someone in a court) and getting the Government to seize the assets or otherwise assist you in remedying the breach of contract that is on your hands, is the same type of advantage and benefits enjoyed, for example, when shopping centers hire private security guards, in the sense that your are using someone else's muscle to do your dirty work for you. Yes, calling on the Contract Enforcement Benefits of the State is a very quiet type of benefit acceptance; it is a benefit that attaches automatically, and is presumed in effect unless explicitly and bluntly waived, in advance; it is a benefit to game players in Commerce that attaches in ways reminiscent of the *Ratification Doctrine*.

Remember back some time ago, when you possibly once signed a lease with a landlord, did that lease state that "the parties hereto submit to the Commerce Jurisdiction of the State of New York?" No, no such jurisdictional submission statements are generally made on any contracts we would be likely to enter into in the course of business, from buying a television on time payments to mortgaging a house. Commercial Jurisdiction is simply assumed, and threatening to sue the other party is generally deemed to be not very cordial in business, so silence invokes the police powers of the State.

That UCC is the contemporary organic growth of the old unwritten Law Merchant of our Fathers ["old" in the sense of its impressive

chronological age, not inferentially suggesting its contemporary inappropriateness], and so when statutes exist that state "all contracts", and "all persons", then since those statutes possess an important attribute of *Prior Public Notice*, then by your silence you have consented to their enforcement against you, under Principles related to the *Ratification Doctrine*, if by the nature of the grievance you happen to fall on the debtor's side of the line. Those UCC contract enforcement statutes are Public Records, and Public Records can only be countermanded with Public Records, so when did you file your...

"Notice of Waiver of Recourse Benefits to the UCC, Rejection of Judicial Contract Enforcement"

...and in what public county recorder's office?

Before closing this discussion of the Uniform Commercial Code and of King's Commerce, a few words need to be said as instruments of elucidation on a few key points of interest; this is a very important juristic benefit and needs to be understood for the high-powered benefit that it really is -- and thinking about it for a while might just cause a *person* to view state judges in a more favorable light when they incarcerate and seize assets of Protesters snickering at State income and sale taxes.[3]

In a sense, the King and your regional Prince are actually in a weaker position in the negotiation and subsequent enforcement of contracts that we enter into with them, then you and I are in private contracts we enter into amongst ourselves as we go forth in this Life in pursuit of Commercial enrichment. The reason is because the Commercial contracts we enter into down here between ourselves always carry penal (incarceration) consequences for default, even though that contract nowhere says something like...

> "...the undersigned hereby agrees to be incarcerated on default on any term or provision of this contract..."

When the King enters into a contract with someone, the exact penal consequences, and the duration of the incarceration, are always spelled out in those little statutes of his, and there is no Common Law right of the King to perfect contract enforcement by incarceration like you and I have. Our Common Law right to get a defaulting party incarcerated originates in getting the poor fellow *cited* into a *Contempt of Court* corner, which follows the Court's Ordering of the contract's *Specific Performance* by the Party in default. Most generally used in real estate transactions, Specific Performance is available as a remedy under other contracts where at least some performance has already been initiated.[4]

For example, signing a contract to paint a house, with, say, some continuing feature of the work to be started within 30 days, will very much place the poor defaulting contractor in jail if, after the 30 days has elapsed, the painting contractor refuses to commence painting. Your *Motion for an Order to Compel Specific Performance*, followed by the contractor's continued recalcitrance, is all that is needed for a *Petition to Cite in Contempt of Court* to be granted. Now summary incarceration follows, without any trial, without any jury, and all under chronologically compressed circumstances. That is the very same abbreviated procedure that Tax Protesters hate and resent so much -- and it turns out to be an invisible benefit they can use for themselves as well in their daily pursuit of Commercial enrichment. The King and the Prince with their juristic kingdoms are not in any special privileged status to use hard incarceration to perfect the enforcement of Commercial contracts -- you and I can use the guns and cages of the State to do our dirty work for us when others jerk their performance of a contract on us. Yet, nowhere on that house painting contract that the poor defaulting contractor signed, did the contractor agree anywhere to terms that call for his Encagement if he should ever default; but the contractor does not have to say that or anything else relating to Judicial enforcement, as all *persons* entering into contracts are assumed to have a good working knowledge of the laws and types of legal recourse that may be exercised by the other party.[5]

Where did Government get the power to pull off that fast incarceration trick? Government got the power to enforce a contract under those terms because both parties went into that contract yielding some of their Natural Law rights to be otherwise left alone, to each other, as they accepted some benefit the contract offered.[6] And when they entered into contracts by accepting a benefit, the duty to honor the contract necessarily infers the consequence to pay damages if a default surfaces.[7]

This story about the poor painting contractor is exemplary of the invisible Commercial contract enforcement benefits that Government is offering to private parties: A gun, a cage and asset seizure.[8]

Most folks view the consequences of contract default as being just asset seizure, which is not true. Incarceration is a remedy available at the discretion of the other Party. So now we need to ask ourselves a question: Is it moral, ethical, proper and reasonable for Government to be financially compensated for doing the dirty work of enforcing our Commercial Contracts for us? Certainly.

Do you believe that the old Debtor's Prisons that our Fathers had in

the old days are actually gone?[9]

Not true. There are very much Debtor's Prisons here in the contemporary United States, and the King or your Prince does not need to be a facial Party to the contract in order to get someone jailed because of an unpaid debt. For example, I once worked for a real estate syndication company that managed a large volume of apartment projects. When those apartment rental leases the tenants signed went into a delinquency status and then default, Petitions were filed by the Landlord seeking to Compel the Specific Performance of the Lease, and thereafter, Contempt of Court. When the Sheriff came around with either an Arrest or Bench Warrant to serve on the poor Tenant for Contempt of Court, all of a sudden back rental payments mysteriously made an appearance. But in some cases, the poor folks just did not have any money at all, and they were incarcerated for failure to pay a debt, and they sat there until friends and family coughed up the money (that's right, a Debtor's Prison in the United States of America in 1980). So there very much still remains a Debtor's Prison today, and contracts we enter into should not be indifferently tossed aside with the erroneous belief that the Debtor's Prisons no longer exist: As there are automatic penal consequences for any prospective type of contract default, when that contract falls under the General Commercial Jurisdiction of the State. And unless specifically waived by one of the Parties, the assertion of an attachment of King's Commerce Jurisdiction is simply assumed absent explicit disavowal. Only the other Party's specific waiver of Recourse to King's Commerce (which means that prospective Judicial Enforcement is waived), can spare you from the lonely Encagement that always characterizes contemporary incarceration.

Those are examples of the type of power you are dealing with when writing contracts that fall under the General Commercial Jurisdiction of the State. Nature means serious business when contracts are signed (and if Nature means business in that Department, then so does Heavenly Father, who created Nature.) And since the State is offering rather strong contract enforcement services for contracts written in King's Commerce, it is very reasonable, moral, and proper that a profit or gain equity participation tax be levied on Commercial incomes acquired under the enforcement benefits the States offers.[10]

Yes, *income*, so called, is in fact the joint product of the combined efforts of you with your Commercial Contracts, and of Government; since Government is offering to enforce your contracts for you, *inter alia*.[11]

If, for example, you are a medical doctor with Accounts Receivables outstanding from your patients who turned out to be deadbeats by

refusing to pay, then the Collection Agency you turn the debt over to for collection very much is participating in creating the "income" that they succeeded in collecting from your deadbeats, even though you first originated the work. And so when you enter into Commercial Contracts with other folks, you are leaving the other person in such a *state of mind* that leads him to believe that you are going to sue and bring down Government if he defaults -- and so now the State is very much participating in creating whatever income that Contract pulls in for you, since you have no evidence that his payment to you was not out of fear of Government intervention.

Whether or not you actually had to start an action in the Courts and sue the fellow who went into default or not, is not relevant; what is relevant is that when the defaulting Party went into that Contract with the knowledge that he was up against a lawsuit upon his breach. Remember the *Ratification Doctrine*: There are many legitimate situations where a person's silence can be reasonably assumed to give approval to a proposition, or to "Ratify," the proposition that was made. And now that we have come to grips with this invisible benefit of Contract Enforcement, which also creates an invisible contract for us Commercial Contract beneficiaries to pay state taxation reciprocity, fighting its existence really isn't very appropriate: Because it is actually very easy to exclude the State from being an invisible "partner" with you in that Commercial Contract. The State is stripped of its status as an Equity Partner when you first descend upon your local Courthouse and record a *Waiver of Judicial Contract Enforcement* Public Notice of some type; making note of the Liber and Page Number the Clerk recorded it at in the Clerk's Miscellaneous Documents section; then in the future by telling the people that you enter into contracts with from that time forward, of your filed Waiver and Notice that if they default for any reason, then there will be absolutely no lawsuit or Government intervention thrown at them at any time. That's right, if they default, then you are simply going to turn around and walk away from the contract. That Notice to your Parties in Contract, synchronous with the Execution of the Contract, is what it will take to slice Government out of your daily contracts and away from having Juristic Institutions be that silent background Equity Partner that appellate Judges talk about. A lot of folks reading these lines will make a business judgment and refuse to waive Judicial Contract Enforcement, and for good reasons: Because you know that if Government is not brought to bear on your behalf, that is if you pre-emptively waive the right to file property liens and Court collection actions on that Contract, then you will never get paid by the other fellow; and that is fine -- if Government is your silent background Partner, then pay your reciprocating taxes due for juristic benefits having been accepted, and stop defiling yourself.[12]

Still, other folks will not want to file the Courthouse Waiver and then specifically notify their Parties in Contract that there will not be any Government enforcement intervention, because they will perceive of themselves as being looked upon as some type of oddball, which is also correct. But those are business assessment questions you have to make for yourselves individually, and cannot be related to your liability to pay the *quid pro quo* of state sales and income taxes once these special juristic benefits have been accepted by you. Overall, by now you should be beginning to see why I don't have a lot of sympathy for those types of Tax Protesters that snicker at Judges when the Judge is trying to explain error to a Protester who is not listening; the Protester's enemy is not the Judge, as the Protester believes, but rather himself, as he refuses to even consider the remote possibility that there may have been some error in his own reasoning.

The acceptance of both general protection benefits and contract enforcement benefits are that *quid pro quo* exchange of valuable reciprocity that Nature wants to see, when King's Equity excise taxes are laid on Commercially acquired sources of profits and gains. The State Socialists of the Rothschildean Dynasty on a National level, and assorted domestic Gremlins like Nelson Rockefeller as Governor of the State of New York with the state teacher's unions on a state level, and numerous other Special Interest Groups who initiate the enabling legislation to levy taxes on Commercial incomes are not perverting our Father's Common Law at all: They are merely using that Law to enrich themselves while secondarily perfecting our Enscrewment in the practical setting (although not all Special Interest Groups seek our express Enscrewment as a primary objective).

That is representative of the powerful attachment of Commercial Jurisdiction, and is an indicative exemplary model of the underlying strength of the UCC as an operating appendage to King's Commerce, and represents the strength of contracts written under the Commercial Jurisdiction of your regional Prince. Under the UCC and General Commerce Jurisdiction of Government, both the King and the Prince are presumed to be an *applied* Party to the contract, even though nowhere on that contract is the King or Prince mentioned *facially*, and for good reason: Because by your silence, you have left the distinct impression on the other Party that if they default on you, you will be seeking the gun, cages and asset seizure services of the Judiciary to enforce your contracts for you. But what if you are different? What if you have filed a *Waiver of Recourse to the UCC's Benefits*? What if you came out into the open and bluntly told the *person* you are contracting with that if, for any reason, they default, then you simply intend to turn around and walk away from the contract, and no Government enforcement action will be commenced?[13]

So what if you, too, are different? What if you are not interested in using the police powers of the State to threaten other Parties that you have entered into contracts between, with a gun if they default? What if your daily livelihood contracts state that, as it pertains to you as a Party, that they are written outside of King's Commerce, outside of the Commercial Jurisdiction of your Prince, and that the other Party understands that your recourse to Judicial Enforcement is being waived as an Election of your Remedies? What if those contracts you sign for a livelihood state that you are waiving Commercial enforcement benefits, even though the other Party may not be waiving such enforcement benefits? Is that portion of the contract written outside of the General Commercial Jurisdiction of the state really enforceable by state Judges?[14] Now that you have Elected your own Remedies should a default occur, and Government enforcement benefits have now been waived, what right does the King or Prince have to levy an equity participation tax on profits or gains he did not assist in creating? Now what?

So now, before snickering at state or federal magistrates tossing out your Tax Protesting arguments, you need to ask yourself a question first: If my Employer stopped paying me for my wages, do I have the right to sue him for damages? If you have reserved the right to sue, then that Employment contract you entered into some time ago fell under the enriching penumbra of the Commerce Jurisdiction of the State, and so all the money you have pulled out of that contract is very much taxable; and there is nothing immoral, unethical, or even unreasonable about the Income Tax, so called, as it contributes reciprocating money back to Government that once participated in creating it (by leaving the other party in contract [your Employer, for instance] with the impression that guns, cages, and asset seizure power of Government will be brought to bear if that contract goes into default). Yes, the Income Tax is politically distasteful, and being engineered by demons, Gremlins, and Bolsheviks the way it was to accomplish proprietary social wealth transfer objectives, it carries many secondary adverse national economic consequences along with it; but as a matter of Law the underlying moral and ethical basis for it are very much legitimate, since voluntary contracts are in effect. We may not sense that the percentage amount Royalty wants is reasonable from a benefit/cost perspective, but such a determination is a business question and risk assessment that you need to make for yourself individually, and this is not a question for magistrates to come to grips with after you previously accepted and experienced contract enforcement benefits. Unless you specifically waived contract recourse to the Uniform Commercial Code/Law Merchant/Federal "Consumer Protection" Statutes, etc., and have told other Persons that you are contracting with of your irrevocable wavier, it then becomes immoral

and unreasonable for you not to compensate Royalty for Employment contract enforcement benefits and miscellaneous services rendered (minimum wages, maximum working hours per week, etc.), when such *quid pro quo* reciprocity is expected back in return by Government. Yes, King's Commerce is very much a closed, private domain for all those who enter therein seeking to enrich themselves, and invisible contracts between the Gameplayer in Commerce and Royalty are automatically in effect, as protection and contract enforcement benefits conditionally offered by your regional Prince were accepted by you, in your state of silence, and by refusing to disavow Government contract intervention rights.[15]

Generally speaking, state judges are much more interested in this Waiver of Contract Enforcement and UCC Benefits as a defense line in a tax prosecution Case than defenses centered around the Federal Fair Labor Standards Act (even though state courts have jurisdiction to hear Employer/Employee grievances arising under this Act). State judges show little interest in the invisible contracts in effect when Federal Reserve Notes are recirculated, or when the benefits of Debt Liability Limitations in Admiralty were accepted, and the like. And inversely, Federal Judges have little interest in this UCC/Contract Enforcement Benefits Waiver as a defense line in a Federal Tax Case, and show great interest in your acceptance of the benefits of the National Citizenship Contract.[16]

Let us contemplate something for a moment: Notice how when you sue someone for a typical breach of contract, you do not cite or quote any state or federal statutes. If the contract was reduced to a written statement, then the defaulted covenants in the contract are recited within the body of the Complaint for relief, but no averment of statutory infraction is made.

For example, after having sold a car to someone on time payments, the buyer's default in making the payments would be merely recited within your state court Complaint as being merely that on such and such a day, a contract was entered into, that payments of $xx.xx per month were due and payable on the first of each month, and that now the car's purchaser has defaulted, starting on payment number 8. Therefore, a judgment is demanded.

At no place within that everyday type of breach of contract Complaint did we ever cite a statute. Quoting a statute is not necessary to seek judicial relief in a state court, and quoting (or invoking) statutes is not necessary to perfect a judgment against someone -- and with that background information in mind, we turn now and address a very important correlative point of Law that Patriots and Protesters are totally missing: That the mere use of just the Judicial Branch of

Government is your acceptance of a juristic benefit, and may give rise to a reciprocal taxing liability on your part (if the political jurisdiction is operating on such an expectation of reciprocity, such as a state income tax). It is important to understand that by the mere omission of quoting a Legislative statute to invoke your courtroom relief, you in no way absolve or detach yourself from the taxation liability that follows *persons* around who use and accept such judicial juristic benefits. The reason why I am spending the time to explain this concept of attaching tax liability by sole use of the Judicial Branch to pursue Commercial enrichment is because the same identical Tax Protesters, and the same identical Highway Contract Protesters (who snicker at Judges holding them attached to Income Tax statutes), try and use the mere omission of reciting Legislative statutory pronouncements as grounds for evading the payment of taxation reciprocity. Specifically what I am referring to is perhaps best elucidated by commentator Lysander Spooner:

> "The author claims the copyright of this book in England, on Common Law principles, without regard to acts of Parliament; and if the main principle of this book itself be true, viz., that no legislation, in conflict with the Common Law, is of any validity, his claim is a legal one. He forbids any one to print the book without his consent."[17]

That's right, Lysander Spooner is claiming a "Common Law Copyright;" like a large number of Tax and Highway Contract Protesters today in the 1980s, these folks today are also now claiming "Common Law Copyright" on their newsletters, books, magazines, and miscellaneous periodicals. But here is where the Protesters are in serious error:

Remember the breach of contract example -- you do not need to cite any Legislative statutes to seek Judicial contract enforcement relief. And so accordingly, the mere use of the Judicial branch of Government, all by itself, is your acceptance of a juristic benefit.[18]

And so now you "Common Law Copyright" Protesters are accepting the use of the gun barrel and asset seizure services of Government, when claiming a "Common Law Copyright"; Protesters are in fact threatening to use the guns, cages and asset seizure services offered by Government, and so now Protesters owe back in return the financial compensation reciprocity expected in the nature of Enfranchisement, Income Taxes, or anything else Government wants: Because special juristic benefits were accepted by the "Common Law Copyright" Protester. By reason of Protesters using the police powers of Government to pursue financial enrichment (and Protesters claiming "Common Law Copyright" very much are pursuing financial enrichment by threatening to use Government to try and prevent other persons from

redistributing their intellectual property), "Copyright" Protesters are using the police powers of Government to pursue Commercial enrichment with the same identical full force and effect as if the Protester had formally entered into a Government created shared monopoly, such as the Bar Association created for Attorneys.[19]

So I might suggest to those "Common Law" Protesters out there that they explore the possibility of re-evaluating their protesting relational status with their regional Prince, as they erroneously and immorally try to weasel, twist and squirm their way around the reciprocal taxation liability due in return back to Government, as Protesters try and deflect the attention of their police power enforcement benefits grab off to the side by not quoting from legislative statutes; for if I were a Judge presiding over your State Income Tax incarceration ceremonies, I too would order your commitment to a cage: The Protester accepted the special Government protectorate benefit offered to exclude unauthorized intellectual property distribution -- the fact that the Protester used only the Judicial Branch to protect his intellectual property by Noticing out a "Common Law" Copyright, and not the Legislative and Judicial Branches combined by citing statutes, does not vitiate anyone's adhesive reciprocal liability for either financial compensation taxation or perhaps Enfranchisement expectations retained by Juristic Institutions.[20]

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**[1]** "Whenever an individual enters into a contract, I think his assent is to be inferred, to abide by those rules in the administration of justice which belong to the jurisprudence of the country of the contract." - *Odgen vs. Saunders*, 25 U.S. 212, at 284 (1827). [return]

**[2]** "...we hold that the Government of the United States is one having jurisdiction over every foot of soil within its territory, and acting directly upon each Citizen..." - *In Re Debs*, 158 U.S. 564, at 599 (1894). [return]

**[3]** Appreciating the benefits of viewing a scenario from someone else's position is a Principle well known to many people, who have seen the benefits derived therefrom. Negotiators are taught and trained the application of this Principle explicitly as they are instructed to listen very carefully and figure out what they call the other person's *perceptual mode*, so your ideas then make good sense to the other party. [There are many books published on the *Art of Negotiation*, see generally *The Business of Negotiation* by Jerry Richardson, Avon Books, New York (1981)].

> "Recently two of my sons were squabbling over some leftover apple pie, each insisting that he should have the larger

> slice. Neither would agree to an even split. So I suggested that one boy cut the pie any way he liked, and the other boy could choose the piece he wanted. This sounded fair to both of them, and they accepted it. Each felt that he had gotten a square deal. This was an example of *perfect* negotiation." - Gerald Nierenberg in *The Art of Negotiation*, at 7 [Simon and Schuster (1968)].

Being able to see the grievance from the eyes of the other party was the key that unlocked the slice of pie confrontation; and use of this same Principle by Tax Protesters will unlock the mysterious nature of the King's adhesive Income Tax grab. Although this Principle [of not judging yourself until we have first tried to see things from the eyes of our adversaries] has escaped the attention of Tax Protesters, the Sioux Indians plainly saw the obvious benefits that inured to its users, by incorporating this Principle into a prayer of theirs:

> "Oh Great Spirit, let me not judge my neighbor 'till I have walked in his moccasins."

For many Protesters I have seen, there is a procedural attribute of Negotiations in the area of the handling of impending confrontations with juristic adversaries in taxing jurisdictions that needs refinement. All too often, the typical Tax Protester, when given a Notice, some Summons, some Letter, on hearing some termite's voice beckoning for some money, the typical Protester's reaction is to turn around, toss aside, and then ignore the Notice, the Summons, and the voice. In distinction to that deflection *modus operandi*, in all Federal taxing districts of the IRS that I have had to approach the IRS for some reason, I find those federal termites to be more than receptive, cooperative, and reasonable in speaking to me [but in a few cases I had to threaten judicial Mandamus relief in the form of demanding a Contested Case Administrative Hearing to get their attention], since the Taxpayer (my client) typically slams the door in their face and hides in the closet. In the context of a discussion about IRS *Jeopardy Assessments*, a senior federal termite once had a few words to say about the easy accessibility of this junior termites to converse with [however biased this termite is, there is some merit in what he is saying]:

> "At any point in the collection process under a jeopardy assessment, we stand ready to meet with the Taxpayer, discuss the situation with him, and, with his cooperation, work out arrangements for conversion and maintenance of his property, discharge of any appropriate part from the efforts of the tax lien, and liquidation of the balance due over such a period of time as will enable him to avoid undue hardship to himself

> and still protect the Government's interests [by *Liquidating the Balance*, this termite is also referring to the standard IRS practice of entering into installment contracts with Taxpayers who spent the tax money before the IRS collected it].
>
> "We are aware that our collection efforts, in jeopardy cases, or, more particularly, our initial collection efforts, may have great impact on the Taxpayer. The recording of a *Notice of Federal Tax Lien* may impair his ability to borrow. Seizure of property in his possession may put a stop to one or more of his business ventures. Levy on third parties may divest him of all or nearly all of the ready cash which would otherwise have been available to him at the time the levy was served. However, as a practical proposition, we doubt that any Taxpayer is left penniless and without the means to live as a result of our efforts to collect a jeopardy assessment. Typically, in jeopardy cases the Taxpayer will have complex financial interests, numerous sources of income, and a variety of assets. We seldom, if ever, have full knowledge of all his financial dealings and holdings. Nor are we able, as a general rule, to locate all assets, even when we have knowledge that they exist. Based on experience and observation we would say that no jeopardy assessment has placed a Taxpayer in such straitened circumstances that he was unable to provide the necessities for himself and his family. If any such hardship cases should arise, we would certainly attempt to reach an appropriate resolution [but the IRS cannot do that when the Taxpayer hides in a closet, or otherwise declines to tell the termites of the serious impairment in providing for his family that this Jeopardy Assessment will bring to pass]." - William Smith, Deputy Commissioner, in *Constitutional and Administrative Problems of Enforcing Internal Revenue Statutes*, in Hearings before the Subcommittee on Administrative Practice and Procedure, Committee on the Judiciary, United States Senate, 90th Congress, Second Session (January, 1968), at page 75.

Although his statement that no IRS *Jeopardy Assessment* ever seriously damaged a Taxpayer is factually defective, his open door policy pronouncements are an accurate presentation of IRS accessibility in general and I would suggest that Tax Protesters, and others simply stuck, might benefit themselves greatly when they stop exhibiting reluctance to converse with adversaries. By simply asking the *question*: What, termite, do you intend to do next? strips the termites of their tactical advantage of surprise, and shifts the balance of

power over to you, since now you know exactly what is impending [remember that in any setting, the quality of judgment exercised always escalates dramatically when the basis of factual information that the judgment is operating on is enlarged]. There can be no negotiating *savior-faire* practiced when hiding in a closet; and *anything less* than dropping what you are doing, going down to the marble kingdom that those termites are nestled in, and speaking to the little termite face-to-face, is in fact the functional equivalent of *hiding in a closet*. [return]

**[4]** *Specific Performance* is a very common remedy for breach of contract. In general, see:

- Kronman in *Specific Performance*, 45 University of Chicago Law Review 351 (1978);
- Alan Schwartz in *The Case for Specific Performance*, 89 Yale Law Review 271 (1979);
- Thomas Ulen in *The Efficiency of Specific Performance: Towards a Unified Theory of Contract Remedies,* 83 Michigan Law Review 341 (1984). [return]

**[5]** "...since a knowledge of the laws, policy and jurisprudence of a state is necessarily imputed to every one entering into contracts within its jurisdiction, of what surprise can he complain, or what violation of public faith, who still enters into contracts, under that knowledge?" - *Ogden vs. Saunders*, 25 U.S. 212, at 285 (1827). [return]

**[6]** "Right and obligation are considered by all ethical writers as correlative terms. Whatever I, by my contract, give another a right to require of me, I, by that act, lay myself under an obligation to yield or bestow. The obligation of every contract will then consist of that right or power over my will or actions, which I, by my contract, confer upon another. And that right and power will be found to be measured by neither moral law alone, nor universal law alone, nor by the laws of society alone, but by a combination of the three -- an operation in which the moral law is explained and applied by the law of nature, and both modified and adapted to the exigencies of society by positive law." - *Ogden vs. Saunders*, 25 U.S. 212, at 281 (1827). [return]

**[7]** "The duty to keep a contract at common law means a prediction that you must pay damages if you do not keep it..." - Oliver W. Holmes in *The Path of the Law*, 10 Harvard Law Review 457, at 462 (1897).

Oliver Holmes felt deeply about this *Reciprocal Obligation Duty* being handled firmly and properly by the Judiciary, and he was later appointed to the Supreme Court, his concern surfaced again in one of

his first Supreme Court Opinions that he wrote [see *globe refining company vs. Landa cotton oil*, 190 U.S. 540 (1903)]. [return]

**[8]** And a gun being drawn is exactly what you will be seeing, when you defy a *Contempt of Court* Order. [return]

**[9]** "...and if the debtor have no movables whereupon the debt may be levied, then his body shall be take where it may be found and kept in prison until that he have made agreement or his friends for him..." - *The Statute of Merchants*, 11 Edward the First (1283); [Also known as the *Statute of Acton Burnell*]. [return]

**[10]** "Income is necessarily the product of the joint efforts of the state and the recipient of the income, the state furnishing the protection necessary to enable the recipient to produce, receive, and enjoy it, and a tax thereon in the last analysis is simply a portion cut from the income and appropriated by the state as its share thereof..." - The Mississippi State Supreme Court, in *Hattiesburg Grocery Company vs. Robertson*, 126 Miss. 34, at 52 (March, 1926). [return]

**[11]** *Inter Alia* means "among other things." [return]

**[12]** You will find that as we change settings away from using Government benefits, and into an ecclesiastical setting where Divine benefits of prosperity down here were accepted by you, then the application of cheap *Tax Protesting* reasoning of withholding expected reciprocity because of philosophical disapproval with some Government Special Interest Group enscrewment going on, over into ecclesiastical settings where similar expectations of reciprocity exist (and exist also by contract), will prove to be self-damaging in ways that are difficult to correct. [return]

**[13]** I personally have told Persons that I had entered into contracts with this line (that if they don't pay me, I don't care), and they go right ahead and pay me anyway -- even though I gave them explicit prior Notice of my waiving any possible judicial enforcement (prior Notice meaning synchronous with the execution of the contract). They have absolutely no fear of any recourse of any type on my part -- none, but they go right ahead and pay me anyway. There have been other situations where, acting as a broker with people unacquainted with me, and where a large amount of money was involved, I was reluctant to waive calling out the guns and cages of the State to help me collect my money. So discretion needs to be exercised based on:

1. The willingness of the other party to pay you;
2. Just how difficult a situation you have them into (in some

> brokerage transactions, I have such control over one of the parties that if a last minute enscrewment attempt is made, I can kill the deal); and
>
> 3. Whether or not your services are needed by them on a recurring basis (even unethical vultures are less reluctant to take advantage of others when they know that a future benefit of some type is impending from this fellow); Employers who pay biweekly, for example, never need to be threatened with judicial contract enforcement; when they default, simply leave.

Where Government has been invoked to participate in enforcing *commercial* contracts and collecting money from that contract, then your failure to reciprocate is immoral, and your encagement for broken income taxation reciprocity expectations in contracts -- as a reminder that *Nature* is serious when Covenants are in effect -- is provident before the Eyes of Heaven. [return]

**[14]** The judicial enforceability of a contract depends upon the law which the parties intend to be governing at the time the contract was first executed. This *Governing Law Doctrine* is supported by early English Cases and colonial American Cases heard under Britannic jurisdiction, and now American Cases; this election decision is also known to lawyers, writing their contracts under the *Commerce Jurisdiction* of the States; as *Choice of Law* [see *Choice of Law to Determine the Validity and Effect of Contracts: A Comparison of English and American Approaches to the Conflict of Laws* by John Prebble in 58 Cornell Law Review 443 (1973)].

Other commentators have suggested that this free selection of Government Law came out into the open with Lord Mansfield's opinion in *Robinson vs. Bland*, 2 Burr 1077 (1760), who quoted from a Roman Civil Law that allowed Roman Citizens to freely select governance by Roman Law or governance by their local provincial law, and then applied that doctrine to a Commercial Contract Law setting. See Professor Beale in *What Law Governs the Validity of a Contract* in 23 Harvard Law Review, at page 1 (1909). The Case written by Lord Mansfield is English Common Law, and in every American state that I have searched, I find that there is a trial court designated to be a court that possesses all of the Common Law jurisdiction that was in effect at the time of Independence in 1776. Here in New York State, for example, the Supreme Trial Courts have been designated as courts of General Jurisdiction:

> "The general jurisdiction in law and equity which the supreme court possesses under the provision of the Constitution includes all of the jurisdiction which was possessed and

> exercised... by the court of chancery in England on the fourth day of July, 1776..." - *NYS Judiciary Law*, Section 140-b, as extracted from the New York State Constitution.

So the selection of governing law that the Robinson Case represents is inherently available to you. Expressed in other words, the States lack jurisdiction to force individuals to write their contracts under the gun barrel, encagement, and asset seizure enforcement benefits of King's Commerce. In the 1970s, when phony tax shelters were in vogue, many of them featured "non-recourse" notes as part of the financial loss image they tried to create. I am unable to recall any Judge that enforced such a note in favor of a party who initially waived potential recourse through a King's Commercial Jurisdiction enforcement services.

Once a contract falls under the *Commerce Jurisdiction* of the States, then there are some Constitutional limitations in effect on *Choice of Law* election decisions that can be made [see *Constitutional Limitations on Choice of Law*, 61 Cornell Law Review 185 (1976) by James Martin, who uncovered an obscure line of *Choice of Law* Cases in the Supreme Court]. [return]

**[15]** Not all States expect reciprocity on money acquired under Commercial contracts; off-hand Florida, Alaska, New Hampshire and Texas come to mind as States that have no expectations of Income Tax reciprocity on contract enforcement benefits accepted at the present time, so in this Kingdoms there is no reciprocal State Income Tax due absent special licensing. However, don't fool yourself, as King's Commerce is very much a closed private domain of financial conquest, and the mere failure by a Prince to ask for this type of State Income Tax reciprocity does not vitiate the existence of your Commerce Contract, as other reciprocity of a different nature is often expected from businessmen, such as some variation on a personal property tax like an inventory, franchise, or asset tax. [return]

**[16]** The United States does possess the requisite jurisdiction to operate directly on its Citizens:

> "...we hold that the Government of the United States is one having jurisdiction over every foot of soil within its territory, and acting directly upon each Citizen..." - *In Re Debs*, 158 U.S., at 599 (1894).

Since the King can operate directly on the Citizenry, he can also directly expect reciprocity back in return from the Citizenry. [return]

**[17]** This quotation from Lysander Spooner appears in his work entitled

*Essay on Trial by Jury* (Jewitt and Company, Cleveland, 1852). [return]

**[18]** For those of you who are interested in calling on the guns and cages of Government to assist you in protecting the Commercial interests in your intellectual creations, a notice of "Common Law Copyright" places the world on Notice, and threatens to all readers that use of the guns and cages of Government will be invoked to protect your intellectual property for you by Judicial Order and Judgment without any reliance on Legislative pronouncements. But for those invoking Federal statutory pronouncements, such Federal intellectual protectorate statutes have their situs in the *Copyright Statutes*, which are resident in Title 17, which in turn is broken into 13 chapters:

1. Subject Matter and Scope of Copyright.
2. Copyright Ownership and Transfer.
3. Duration of Copyright.
4. Copyright Notice, Deposit, and Registration.
5. Copyright Infringement and Remedies.
6. Manufacturing Requirement and Importation.
7. Copyright Office.
8. Copyright Arbitration Royalty Panels.
9. Protection of Semiconductor Chip Products.
10. Digital Audio Recording Devices and Media.
11. Sound Recordings and Music Videos.
12. Copyright Protection and Management Systems.
13. Protection of Original Designs. [return]

**[19]** To some extent the phrases *Intellectual Property* and *Intellectual Creations* are interchangeable. Intellectual Creations means everything imaginable, such as writings, inventions, processes, designs, methods, formulas, systems, ideas, data, information, and any other matter; however, state law claims to Intellectual Creations are quite distinct from true property rights. For example, see *Dowling vs. United States* 473 U.S. 207, at 216 (1985). As for the King, he gets his jurisdiction to offer his Bouncers, guns and cages to enforce certain Intellectual Creations under the *Patent and Copyright Clause* of Article I, Section 8, Clause 8; but at a Federal Judicial Level, only a certain selected profile of Intellectual Creations are actually available for protection under the Federal guns and encagement security services offered by the King. For example, the use of *Trademark* protection is actually beyond the power of the Congress to offer universally under the Constitution's *Patent and Copyright Clause*, so the Federal protection available for registering Trademarks is of a statutory origin, and limited to only restrain other *persons* who participate in

*Interstate Commerce* [see the *Trade-Mark Cases*, 100 U.S. 82 (1879)]. Where there are other *Individuals*, who are not involved in *Interstate Commerce*, have been found violating your Federal Trademark interests, then prospective Federal enforcement does not protect your Trademarks. The development and commercialization of new products and processes is one of the objectives behind Federal Copyright statutes; see *Individual Innovation and Patent and Copyright Law Amendments* in Hearings before the Subcommittee on Courts, Civil Liberties, and the Administration of Justice, Committee on the Judiciary, House of Representatives, 96th Congress, Second Session, Serial Number 61 (April, May, June, 1980). [return]

**[20]** Anything a judge does to you, including incarceration, in order to get you to think twice about the propriety of dishonoring contracts, can only inure to your Everlasting Blessing and Benefit -- but with their noses immersed in statutes, judges generally never bother to identify the existence of contracts for what they really are [as I mentioned in the Armen Condo Letter], as they rarely ever openly state at the Sentencing Hearing that the Defendant was caught in defilement under contract. [return]

# Invisible Contracts

## The Residency Contract

by **George Mercier**

[Pages 553-565]

Another invisible contract that is difficult to see is the Residency Contract. By being "resident" within a particular Kingdom for a certain length of time, it is presumed that you have accepted those juristic benefits which that regional Prince of yours is offering you.[1] If the benefits are legitimate, then the reciprocity your regional Prince expects back from you in the form of a state income tax, is very reasonable, and the Supreme Court has so ruled:

> "(States) can tax the privilege of residence in the State and measure the privilege by net income, including that derived from interstate commerce." [2]

The entire area of State Income Taxes lies generally outside of Federal intervention, except to the narrow extent to which several slices of restrainments resident in the United States Constitution hem in your regional Prince;[3] even more so, Tax Protestors arguing philosophically doctrinaire and other economic questions on State Taxation schemes are frequently rebuffed by Federal Judges who defer the question back to the States.[4]

The basic power of taxation is an attribute of Sovereignty, and is inherent in every Government unless explicitly denied or limited by its Constitution;[5] (however, I am referring only to the expectations of reciprocity inherent as Sovereignty in the several States, and not the United States Government, which is a very unique jurisprudential structure of the world's political jurisdictions.) Properly rephrased, what that means is that the jurisdiction of Government (remember during this Residency Contract discussion, I am only talking about the several States) to first throw benefits at folks, and then in turn demand and get reciprocal taxation compensation back in return for having done so, is simply unlimited -- unless the Juristic Institution in its constitutional structure has been explicitly restrained (limited) from asking for reciprocity back in return. And when dealing with a State taxation scheme, we need to focus in on the State's statutes and its Constitution, rather than the United States Constitution, because as a general rule the States are free to throw benefits at folks, and then demand and get reciprocity back in return -- generally unhampered, unencumbered, and unrestrained by the Federal Constitution.[6]

So the place to disable a State's expectations of reciprocity has its seminal point of origin in the Juristic Institution's own Charter --

and an examination of your regional Prince's Charter will reveal that not very much reciprocity restrainment exists there, if any.[7]

As this background legal setting applies to us, Residents are objects accepting juristic benefits, and so now Residents are *persons* over which the State has reciprocal expectations of taxation jurisdiction, largely unhampered by the Federal Constitution, because you are a benefit acceptant object lying within the contours of its geographical perimeters.[8]

So the State has some jurisdiction over you simply because you are an object in that kingdom, however, whether or not that level of jurisdiction ascends to the reciprocal level of taxation jurisdiction when no benefits are being transferred down to you, is another question.[9]

Now we ask ourselves the usual question: Just what benefits are being thrown at us this time, in order to justify one more juristic layer of taxation?[10]

As a point of beginning, Residents accept the benefits offered by State Constitutions.[11] The fact that a state conducts certain programs for its Residents does not mean that these benefits are available to all who live within its borders.[12]

Here in New York State, we open up the State Constitution no farther that the first line in Article 1, Section 1, and we find the recital of benefits the United States Supreme Court was referring to:

> "No member of this state shall be disenfranchised, or deprived of any of these rights or privileges secured to any Citizen thereof, unless by the law of the land, or the judgment of his peers..." - *New York State Constitution*, Article I, Section 1 ["Rights, privileges, and franchise secured"] (1938).

Generally speaking, State Residents are State Citizens; and Citizens, as members of the State body politic, possess election rights of suffrage.[13]

Another benefit inuring to State Residents is the protectorate operation of the State Police Powers.[14]

By the use if this power, a wide ranging array of benefits can be thrown at folks in justification for the enforcement of the reciprocal demands of taxation.[15] But in addressing the Residency Question itself, which is a sister to Citizenship, two Cases come to my mind:

In *Cook vs. Tait*,[16] which is primarily a Citizenship Contract Case, the Supreme Court ruled that income received by a Citizen of the United States while resident in Mexico is taxable due to benefits received while outside of the United States (the old acceptance of benefits story: When benefits offered conditionally have been accepted, there lies a contract and it becomes immoral not to require a mandatory exchange of reciprocity). The Court then listed those benefits that American Citizens carried with them no matter what their geographical situs was.[17]

In *Shaffer vs. Carter*,[18] a Resident of Illinois was experiencing income from property he owned in Oklahoma. It was held that Oklahoma can tax non-Residents on their property located within the Oklahoma boundary situs, and the reason is that protective benefits were accepted by that Oklahoma property and so the state is entitled to a part of the financial gain that property realized (which is also a correct statement of Nature, although the Supreme Court did not use those words.)[19]

The taxation key in both of those Cases was the acceptance of benefits.[20]

Viewed from a Judge's perspective, what this means is that it is permissible for a political jurisdiction to throw some benefits at you, and then demand, and get, some *quid pro quo* financial compensation in return for having done so. In this respect, due to Sovereignty, Governments differ from Individuals in the respect that Individuals have to document with evidence the voluntary acceptance of a benefit [of which silence, but the *Ratification Doctrine*, can be reasonably inferred in some circumstances] from someone else before bringing that other person to his knees in a Courtroom; Government, however, simply throws benefits at everyone at large, and the acceptance of the benefit by silence is automatically assumed absent explicit, blunt, and timely benefit rejection and disavowal by you. The several States as independent Sovereignties also possess this inherent power, except as limited by the United States Constitution.[21]

And so as it applies to occupancy, Residency Status is very much a privilege in the sense that contracts are in effect; by your silence, after talking occupancy in some Prince's kingdom, you attached a reasonable expectation of using the Prince's police protectorate powers, among taking advantage of other juristic benefits; and so now state statutes that define a reciprocal taxation liability being expected back in return after you have lived in that kingdom for some 60 to 90 days, or whatever, and then continues liability attachment

unless you have been out of his kingdom for more than six months in any one year, etc. are all morally correct and provident.[22]

By your silence, benefits offered conditionally by your regional Prince were accepted by you through your refusal to disavow them, so invisible contracts where then and there created by your acts (your act of refusing to reject and disavow the juristic benefit).[23]

Therefore, State Income Tax Protestors, who merely make the declaration, while in the midst of some type of state income tax enforcement proceeding, that they "are not residents" or are not "state citizens" are wasting their time.[24]

The fact that you may have recorded that declaration in a public place, and may have also made the declaration timely, are not relevant factual elements that inure to your advantage, since the substance of your arguments is meaningless. Your Residency Contract is not unilaterally terminated by your mere declaration that you are not a Resident; contractual termination has to occur for a good substantive reason. One such reason would be Failure of Consideration (meaning, that you explicitly and timely rejected all state and municipal benefits). Now that there has been a failure of benefit transference, now you have a substantive attack to make on the assertion of a Residency Contract on you. Your objective is to terminate the contract.[25]

If you want to win your State Income Tax Cases, then do not throw arguments sounding in the Tort of unfairness at the Judge; do not pretend that the invisible contract does not exist, and do not argue that it is unfair to hold such a contract against you since either nothing "was signed" or that the Protestor baby talk of "minimum contacts" or "nexus" required by the Supreme Court in their line of State Jurisdiction Cases was not met (as your physical household inhabitancy in that kingdom overrules those types of questions designed to address factual settings where Geography Jurisdiction itself is a disputed element).[26]

You must address the Contract question head on, that by the act of your silence a Residency Contract was entered into, and you must come to grips with that fact.[27]

The local state tax collector did not receive any Notice of your Rejection of Benefits, so his assertion of a reciprocal tax against you is provident, up to a limited point. And so winning, on point, will be predicated upon your correctly addressing the existence of the contract in arguments for what it really is, and then attacking the content substantively on the hard mandatory requirement of benefit

enjoyment [which does not exist in your Case due to Failure of Consideration], a defense line that causes contracts so deficient in Consideration to fall apart and collapse under attack in adversary judicial proceedings. When trying to get out of contract where one of the parties is a Juristic Institution, a few low-level Trial Judges will find your position to be novel and philosophically uncomfortable, and so you should brace yourself for some snortations descending down to the floor of the Courtroom from the Bench. I did not realize this at first, but some Judges are actually jealous of people turning around so smoothly walking away from a juristic taxation contract; the Judge went to Law School, and then possibly went to work for a law firm, and then they were called to be a Judge; in their minds they look back and see all that money they threw out the window to Government year after year only to wind up in the pockets of some Special Interest Group, and here you are, actually *getting away with* what they did not know how to do themselves, and what is nowhere documented in statutes.

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**[1]** "All these appellants, indeed, shared during the taxable year the benefits of the expenditures by the State for the various activities of its Government. As the trial judge pointed out, the public schools were available to their children; they had the benefit of police protection for themselves, their families and their property; they could use the public roads daily; the courts were open for resort by them if necessary; and so with every other benefit and privilege provided by the State or its agencies, such, for instance, as water supply and sewerage. They entered upon the enjoyment of these benefits, and should be liable to a share in the taxation levied to maintain them, in the absence of any distinguishing factor in their situation." *Wood vs. Tawes*, 28 Atlantic 2nd 850, at 854 (1942).

Since we know that the acceptance of benefits locks folks into contracts, we also know how to get out of unwanted contracts; our distinguishing factor in our situation is going to be, of course, a *Notice of Rejection of Benefits* filed appropriately and timely. Until benefits have been rejected, invisible contracts are in effect and we are not entitled to prevail under any circumstances. Here, in *Wood vs. Tawes*, Residency Protestors tried unsuccessfully to weasel out of state income taxes. This *Wood vs. Tawes* case was heard before by the Maryland Court of Appeals -- but its reasoning and justification is very similar to other state judges in all 50 states.

Of those benefits that are listed above, you should know that acceptance of the twin state *Police Protection Benefi*t and *Availability of the State Courts Benefit* are universally viewed by judges in all English Common Law Countries world wide as being

sufficient, all by themselves, to lock folks into *Residency Contracts*, as silence by inhabitants is deemed acceptance of those particular juristic benefits. In a nice way, this Maryland Court is trying to say: You accepted those juristic benefits -- so pay the tax and stop trying to be cheap. Yes, protestors are irritating to judges; so let's reverse the factual setting presented for a grievance settlement, and let's first work our adversaries into an immoral position by vacating the transfer of juristic benefits to us. Now, when the state tax commission asks for money, now that there is no *quid pro quo* equivalence on the record, now as a moral question, we are entitled to prevail. However, if we have kids going to public schools then we will not be able to get rid of all benefits offered by the state, and our *Notice of Rejection of Benefits* means nothing since it is incomplete -- and we should not protest state income taxes while accepting benefits, because we are not entitled to prevail. [return]

**[2]** *Freeman vs. Hewit*, 329 U.S. 249, at 255 (1946). [return]

**[3]** "A state is free to pursue its own fiscal policies, unembarrassed by the Constitution, if by the practical operation of its power in relation to opportunities which it has given, to protection which it has afforded, to benefits which it has conferred by the fact of being an orderly, civilized society." - *Wisconsin vs. J.C. Penney*, 311 U.S. 435, at 444 (1940). [return]

**[4]** "... the economic wisdom of state net income taxes is one of state policy not for our decision..." - *Portland Cement vs. Minnesota*, 359 U.S. 450, at 461 (1959). [return]

**[5]** "Before we proceed to examine [the Case's] argument, and subject it to the test of the Constitution, we must be permitted to bestow a few considerations on the nature and extent of this original right of taxation, which is acknowledged to remain with the states. It is admitted that the power of taxing the people and their property is essential to the very existence of Government, and may be legitimately exercised on the objects to which it is applicable, to the utmost extent to which the Government may choose to carry it. The only security against the abuse of this power is found in the structure of Government itself. In imposing a tax the legislature acts upon its constituents. This is in general a sufficient security against erroneous and oppressive taxation." - *M'Culloch vs. Maryland*, 17 U.S. 316, at 428 (1819). [return]

**[6]** "On the other hand, the Constitution, by words, places no limitation upon a state's power to tax the things or activities or persons within its boundaries. What limitations there are spring from

applications to state tax situations of general clauses of the Constitution." - *Joseph vs. Carter & Weeks*, 330 U.S. 442, at 426 (1946). [return]

**[7]** "The power of taxation rests upon necessity and is inherent in every independent State. It is as extensive as the range of subjects over which the Government extends; it is absolute and unlimited, in the absence of constitutional limitations and restraints, and carries with it the power to embarrass and destroy." - *Tanner vs. Little*, 240 U.S. 380, at 380 (1915). [return]

**[8]** "... the power of taxation is not confined to the people and property of a state. If may be exercised upon every object brought within its jurisdiction. This is true. But to what source do we trace the right? It is obvious, that it is an incident of Sovereignty." - Joseph Story, in III *Commentaries on the Constitution*, at 490 (Cambridge, 1833). [return]

**[9]** "The obligation of one domiciled with a state to pay taxes there, arise from unilateral action of the state Government in the exercise of its most plenary of sovereign powers, that to raise revenue to defray the expenses of Government and to distribute its burdens equably among those who enjoy its benefits. Hence, domicile in itself establishes a basis for taxation." - *Lawrence vs. State Tax Commission*, 286 U.S. 276, at 279 (1931). [return]

**[10]** "Decisions of this Court, particularly during recent decades, have sustained nondiscriminatory, properly apportioned state... taxes... when the tax is related to... local [in-State] activities and the State has provided benefits and protections for those activities for which it is justified in asking a fair and reasonable return." - *Complete Auto Body vs. Brady*, 430 U.S. 274, at 287 (1976).

> "The application of the rule will vary with the quality and nature of the defendant's activity, but it is essential in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting [commercial] activities within this forum state, thus invoking the benefits and protections of its laws." - *Hanson vs. Denckla*, 357 U.S. 235, at 253 (1957).
>
> "But to the extent that a [person] exercises the privilege of conducting activities within a state, it enjoys the benefits and protections of the laws of that state. The exercise of that privilege may give rise to obligations..." - *International Shoe vs. Washington*, 326 U.S. 310, at 319 (1945). [return]

**[11]** "A Sovereign may impose upon everyone domiciled within his territory a personal tax, which is `the burden imposed by Governments upon its own Citizens for the benefits what that Government affords by its protection and its laws.' Any domiciled person is subject to this tax, though he be an alien or a corporation." - Joseph Beale in *Jurisdiction to Tax*, 32 Harvard Law Review 587, at 589 (1919). [return]

**[12]** The right to use certain state benefits often depends upon whether the Resident can meet certain qualifications. See generally, *Residence Requirements After Shapiro vs. Thompson*, 70 Columbia Law Review 134 (1970). [return]

**[13]** "Every Citizen shall be entitled to vote at every election for all officers elected by the people..." - *New York State Constitution*, Article II, Section 1. [return]

**[14]** "The power of taxation, indispensable to the existence of every civilized Government, is exercised upon the assumption of an equivalent rendered to the Taxpayer in the protection of his person and property, in adding to the value of such property, or in the creation and maintenance of public conveniences in which he shares -- such, for instance, as roads, bridges, sidewalks, pavements, and schools for the education of his children. If the taxing power be in no position to render these services, or otherwise benefit the person or property taxed, and such property be wholly within the taxing power of another state, to which it may be said to owe an allegiance, and to which it looks for protection, the taxation of such property within the domicile of the owner partakes rather of the nature of an extortion than a tax, and has been repeatedly held by this Court to be beyond the power of the Legislature, and a taking of property without due process of law." - *Union Refrigerator vs. Kentucky*, 199 U.S. 195, at 202 (1905). [return]

**[15]** One manifestation of the operation of the Police Powers, so called, is the creation of regulatory jurisdictions designed to restrain color and race discrimination:

> "... the police powers of a State under our Constitutional system is adequate for the protection of the civil rights of its Citizens against discrimination by reason of race or color." - Justice Douglas in *Bob-Lo Excursion Company vs. Michigan*, 333 U.S. 28, at 41 (1947).

By multiplying little slices of invisible benefits here and there, States create a large array of benefits that are impressive to Federal Judges -- and even the 14th Amendment surfaces as an expression of Law

in State Residency Contract proceedings:

> "Since the 14th Amendment makes one a Citizen of the state where ever he resides, the fact of residence creates universally recognized reciprocal duties of protection by the state and of allegiance and support by the Citizen. The latter obviously includes a duty to pay taxes, and their nature and measure is largely a political matter." - *Miller Brothers vs. Maryland*, 347 U.S. 340, at 345 (1954). [return]

**[16]** 265 U.S. 47 (1924). [return]

**[17]** And just like the King can tax his Citizens when they have asset streams out of the country, States can tax their Residents on asset streams the Residents own outside the perimeters of the State.

> "A state may tax its residents upon net income from a business whose physical assets, located wholly without the state, are beyond its taxing power... That the receipt of income by a resident of the territory of a taxing sovereignty is a taxable event is universally recognized. Domicile itself affords a basis for such taxation. Enjoyment of the privileges of residence [accepting residency benefits] and the attendant right to invoke the protection of its laws [the police protectorate benefits, contract enforcement benefits, and others], form responsibility for sharing the costs of Government. `Taxes are what we pay for civilized society...' See *Compania General De Tabacos De Filipinas vs. Collector of Internal Revenue* [275 U.S. 87]. A tax measured by net income of residents is an equitable method of distributing the burdens of Government among those who are privileged to enjoy its benefits." - *New York ex Rel Cohn vs. Graves*, 300 U.S. 308, at 313 (1936) [Statements were quoted out of order.]. [return]

**[18]** 252 U.S. 37 (1920) [return]

**[19]** "The [income] tax, which is apportioned to the ability of the taxpayer to pay it, is founded upon the protection afforded by the state to the recipient of the income in his person, in his right to receive the income and in his enjoyment of it when received. These are the rights and privileges which attach to domicil within this state." - *New York ex Rel Cohn vs. Graves*, 300 U.S. 308, at 313 (1936). [return]

**[20]** When arguing state taxation jurisdiction Cases before judges, one of the permissible arguments to make is a subjective value

cost/benefit question. In listing some of the arguments that could have been made by a Tax Protestor, but were not, the Supreme Court said that:

> "We note again that no claim is made that the activity is not sufficiently connected to the State to justify a tax, or that the tax is not fairly related to benefits provided the taxpayer..." - *Complete Auto Boy vs. Brady*, 430 U.S. 274, at 287 (1976).

Incidentally, as a point of reference, the Constitution's *Interstate Commerce Clause* disables certain State Income Taxing schemes from taking effect, under some limited conditions. See *United States Glue Company vs. Oak Creek*, 247 U.S. 321 (1917), which discusses several such factual settings where challenged State Income Taxing schemes were either affirmed or annulled on questions that turned on the *Commerce Clause*. [return]

**[21]** "We have had frequent occasion to consider questions of state taxation in the light of the Federal Constitution, and the scope and limits of national interference are well settled. There is no general supervision on the part of the nation over state taxation, and, in respect to the latter, the state has, speaking generally, the freedom of a sovereign, both as to objects and methods." - *Michigan Central Railroad vs. Powers*, 201 U.S. 245, AT 292 (1905). [return]

**[22]** "... the `controlling question is whether the state has given anything for which it can ask return.' Since by `the practical operation of [the] tax the state has exerted its power in relation to opportunities which it has given, to protection which it has afforded, to benefits which it has conferred...' it `is free to pursue its own fiscal policies, unembarrassed by the Constitution...'" - *Portland Cement vs. Minnesota*, 358 U.S. 450, at 465 (1959). [return]

**[23]** "And we deem it clear, upon principles as well as authority, that... a State may impose general income taxes upon its own Citizens and residents whose persons are subject to its control..." - *Shaffer vs. Carter*, 252 U.S. 37, at 52 (1919). [return]

**[24]** Whether or not *residents* of a state are automatically classifiable as *State Citizens* varies based on several factors; sometimes these two words mean the same thing, and sometimes they do not. Although a light reading of the 14th Amendment would lead folks to believe that residents are Citizens of the state wherein they reside, there is a distinction in effect between "resident" and "Citizen":

> "Of course the terms `resident' and `citizen' are not synonymous, and in some cases the distinction is important [like in] (*LA Tourette vs Mcmaster*, 248 U.S. 465, at 470 (1918))." - *Travis vs. Yale & Towne*, 252 U.S. 60, at 78 (1919).

For purposes of analyzing a taxation scheme under the *Privileges and Immunities Clause* of the 14th Amendment, the terms *resident* and *Citizen* are essentially interchangeable; see *Austin vs. New Hampshire*, 420 U.S. 656, footnote 8 (1974).

However unequal the Government benefit distribution skew is between these two classifications, important for the moment, for taxation purposes *residents* are equally taxable objects like *Citizens*. [return]

**[25]** There is a distinction between the termination of a contract, and the repudiation of contract. *Repudiation* is to reject, disclaim, or renounce a duty or obligation that is owed to another party -- since the retention of the benefits derived from the operation of the contract continues the life of the contract in effect. To repudiate a contract is to merely give advance notice to the other party that you intend to breach the contract for some reason [see UCC 2-708 "*Seller's Damages for Non-acceptance or Repudiation*" and 2-711 "*Buyer's Remedies in General*," see also Samuel Williston in *Repudiation of Contracts*, 14 Harvard Law Review 421 (1900).] In contrast to that, to *Terminate* a contract is to end and cease the existence of the contract altogether [see UCC 2-106 "*Definitions: `Contract',... `Termination'*"]. Under *Termination*, all rights, duties, and obligations arising between the parties cease altogether, and there are no lingering reciprocal expectations retained by either party. [return]

**[26]** And geography was very much disputed in 1959 when, as Governor, Nelson Rockefeller gave his taxing grab one more turn of the screws to Parties of the New York State Personal Income Tax -- as this time, Residents of New Jersey, who work in New York City and pay New York Income Taxes as the reciprocity for the use of the Commerce Jurisdiction of New York State, decided to take matters into their own hands. They persuaded U.S. Senator Clifford Case of New Jersey to introduce a proposed Constitutional amendment into the Congress in March of 1959 which would have prohibited the several States from taxing the income of non-Residents. Although Nelson Rockefeller's tax increase was the catalytic trigger for initiating this amendment, however, as is usually the case the truth itself is obscure and difficult to find, because during Hearings held in Congress, emphasis was shifted over to paint a larger regional picture of an "unfairness" taxation problem by pointing to the double taxation of New Jersey

Residents both by New York and also by Pennsylvania for those who commuted into Philadelphia. During Senate Hearings, the question arose as to how to protect the Commonwealth of Pennsylvania and the State of New York from the prospective loss of revenue -- revenue that was generated from such non-Residents [certain people seemed very concerned that Nelson Rockefeller not be deprived of so much as one thin dime of tax money to spend]. Would there be any reciprocating *quid pro quo* that New Jersey would yield in exchange for financial benefits lost to New York State?

> "The reciprocal exemption of New York residents from a New Jersey income tax on nonresidents working in New Jersey might well constitute sufficient *quid pro quo*." - Senator Clifford Case in *Hearings Before... the Judiciary Committee of the United States Senate*, page 17 ["Constitutional Amendment: Taxation By States of Nonresidents"], 86th Congress, First Session, April, 1959; acting on Senate Joint Resolutions 29 and 67 [GPO, Washington (1959)].

As we turn around from a juristic situs on political arguments made in Congress, over to the unbridled snortations disseminating outward from a Federal Judge's Courtroom, nothing changes either, as the Same *Principle of Nature* that Judges hold errant Tax Protestors to [that your expected *quid pro quo* reciprocity is mandatory when juristic benefits were accepted by you], also applies to nullify prospective opposition to political arguments. By Senator Case's identification in advance of the *quid pro quo* that New York State would be gaining if this amendment gets Ratified, the impending opposition of this amendment by New York State is placed into a known expected manageable mode -- a strategic model for handling grievances that Tax and Draft Protestors would be wise to consider adapting into their *modus operandi* of errant defiance. Through this Letter, I have identified certain key benefits that Federal Judges have their eyes fixated on when signing a Commitment Order to a Federal Penitentiary on Tax and Draft Protesting Cases. Your failure to nullify, in advance, the Principle of *Benefits Accepted/Reciprocity Now Demanded* in the arguments of your impending adversaries, will prove to be self-detrimental, as this *Principle of Nature* can and will make an appearance in any setting. And if you do win on some off-point technical grounds, your apparent victory will be carrying over with a lingering illicit savor. Secondary consequences will also be created in the wake of having deflected attention off to the side while the true reason for winning that particular battle remains obscured, and also by having been deprived of the important intellectual benefits associated with battles that are fought and won/lost on their merits. Failure to identify the true cause of a battle loss or win is to

render the efforts expended on behalf of your battle largely naught, and leaves a person's judgment no better off coming out of the battle than they were when first going into it. [return]

**[27]** The power to tax, the power to throw benefits at folks and then demand, and get, financial reciprocity:

> "... is an incident of sovereignty, and is co-existensive with that to which it is an incident. All subjects over which the sovereign power of a State extends, are objects of taxation; but those over which it does not extend, are, upon the soundest of principles, exempt from taxation." - *M'Culloch vs. Maryland*, 17 U.S. 316, at 429 (1819). [return]

[ Index ]

# Invisible Contracts — The Help File

(1) *Invisible Contracts* was privately published and privately circulated beginning in early 1986.

(2) *Invisible Contracts* is actually a 745-letter in book form. The "letter" is addressed to a "Mr. May", who wrote Mr. Mercier in connection and in response to a letter Mercier wrote to Armen Condo, the founder of a major tax protester group (in the 1980's, now defunct) called "Your Heritage Protection Association." In that original letter, Mercier was attempting to present a correct description of the error that Armen Condo was committing in his case against the Feds. Condo rejected the letter and subsequently lost his case, not wanting to entertain the idea, for even a moment, that perhaps the King did in fact have Equity Jurisdiction Attachment on Condo (which he most certainly did), and that perhaps the real error resided with Condo and not "over there" with the King.

(3) The footnotes are at the bottom of the page, bookmarked and give return links. We recommend that you either stop and read the footnotes as you come across them, or read the whole book first, then reread the book and study the footnotes.

(4) The term "Gremlin" is a generic term that refers to a person who is a "source of trouble." Stellar examples of such "gremlins" would be Henry Kissinger, David Rockefeller, Franklin D. Roosevelt, and George Bush. I think you get the idea of what a "Gremlin" is.

(5) There is something in *Invisible Contracts* to offend just about everybody, or on a low-key level, cause one to become "disinterested" because they read something that conflicts with their own beliefs and thus triggers an "emotionally based negative response." But as Gremlin Bernard Baruch, Looter Extraordinaire, so aptly instructs us; "The main obstacle lies in disentangling ourselves from our own emotions." You will find in the pages of *Invisible Contracts*, and this statement is inherently based upon the assumption that you are one "with eyes to see and ears to hear," some of the most powerful statements of Truth and Principle ever put to paper, universally applicable, as well as an astonishing and incredible compilation of legal data in one condensed location.

(6) *Invisible Contracts* was written for knowledgeable and "well-seasoned" Patriots. Its contents are on the equivalent level of a Ph.D. It assumes that you have, at a bare minimum, a good working knowledge and understanding of law and legal concepts related to the Patriot Movement and its primary concerns and issues. It assumes that you have *already* passed through numerous mental barriers erected by society and our Rulers to lead you down blind alleys and dead ends, fighting worthless fights or just plain giving up and turning on the Boob Tube. It assumes that you are somewhat intelligent, and more importantly, in a "teachable state." In short, depending upon your personal orientation just prior to exposure to this book's contents, you may either conclude that the experience was, as the Russians would describe it, a "Providential Discovery," or in the alternative, a "waste of time." However, you must understand that *Invisible Contract*s is a *key*, and this *key* only fits certain *locks*. Either you *are* or you *are not* one of those *locks* which the *key* fits. This *key* only seeks to find *locks* that fit, not one's that *do not*. In short, this book is not running a "popularity contest." If you find this book very valuable, then that alone is *prima facie* evidence that the book was written *just for you* (and if so, in fact, it was).

(7) Word definitions are *very* important. If you encounter a word you do not understand, *stop* right then and there and look it up in a good dictionary, and if it is a legal word, look it up in a good legal dictionary, such as Black's Law Dictionary. Light and superficial *efforts* only produce light and superficial *results*. Read the words of Thomas Edison:

> "The best advice I can give a man who wants to be a successful inventor is to work 20 hours a day. That is what I did for 30 years, and I cannot see that it hurt me. There is really no other way to produce *results*. Good inventions do not come easily. The hardest way to do a thing is almost invariably the *best way*... Whenever I bring about a certain result too easily, I abandon it at once and look for a hard way." - Thomas Edison, as quoted by Allan Benson in "Munsey's Magazine," at page 563 ["Edison's Advice to Inventors"] (July 10, 1910).

The same Principle that is responsible for uncovering one invention after another under chronologically accelerated circumstances is the same Principle that Patriots need to take cognizance of to produce results in any other setting: An impressive amount of effort expended.

# Invisible Contracts The Help File

[This is the help file for the original ASCII/zip version of *Invisible Contracts* (first posted on the internet in 1992); some of these "tips" no longer apply.]

(1) *Invisible Contracts* was privately published and privately circulated beginning in early 1986. It is not copyrighted and the author has given *express* and *explicit* permission to those who first purchased the book to distribute the book in any format they choose, without compensation to the author.

(2) *Invisible Contracts* is actually a 745-letter in book form. The "letter" is addressed to a "Mr. May", who wrote Mr. Mercier in connection and in response to a letter Mercier wrote to Armen Condo, the founder of a major tax protestor group (in the 1980's, now defunct) called "Your Heritage Protection Association." In that original letter, Mercier was attempting to present a correct description of the error that Armen Condo was committing in his case against the Feds. Condo rejected the letter and subsequently lost his case, not wanting to entertain the idea, for even a moment, that perhaps the King did in fact have Equity Jurisdiction Attachment on Condo (which he most certainly did), and that perhaps the real error resided with Condo and not "over there" with the King.

(3) Words written in *all* CAPS are italicized in the original text. Italics are normally used to call attention to something, and in the format of ASCII, the only reasonable way to accomplish an equivalent is to type the word or words in *all* CAPS. Apologies are given for the inherent *in your face* nature of words that appear in all caps, but there simply is no other way to replicate italics in an ASCII format. (In comparison, italics on the printed page attract your attention in a low-key, but noticeable manner).

> [**Note**: The CAPS in this version have been changed back into *italics.* Since Mercier was "generous" with his capitalization throughout *Invisible Contracts*, some lower-case words in *italics* may have been capitalized in the original letter and accidentally converted to lower-case in this version.]

(4) The numbers appearing in brackets refer to *footnotes* in the original text. The beginning and ending of each footnote is indicated with a line of ==========. If you wish, using your own word processing program, you can do a "search and replace" operation wherein you search for "=" and replace it with *nothing*. This will remove the lines. (When I say *nothing*, I don't mean that you *literally* replace "=" with the word "*nothing*." Hopefully, the people reading this are not *that* hopelessly stupid! I mean that you instruct your word processing program to search for "=" and when your word processing program prompts you for the replacement *string*, you don't type anything. Therefore, it results in the *deletion* of every occurence of the character "=".) The point is this, I have input these files in a very *consistent* manner. This will allow any half-way talented (and experienced) word processor to "process" these files to their own ends with a *minimal* amount of effort. So, for example, if you want to make the footnotes *real* footnotes, using your favorite word processing program, you will be able to use *macros* and other *global* functions to do this rather easily.

> [**Note**: The footnotes in this version have been moved to the bottom of the page, bookmarked and give return links.]

(5) In a normal word processing environment, as opposed to ASCII, footnotes normally don't even appear *on screen*, but only appear when the document is printed. However, in the format of ASCII, footnote *Invisible Contracts* would not "translate" from a Word Perfect environment (for example), into an ASCII format, and thus, all of the data contained in the numerous footnotes would be lost. Therefore, the main body of text is interrupted whenever a footnote makes its appearance. It is up to the reader to recognize this as a necessary inconvenience and make a mental adjustment to compensate for the occasional interruption of a footnote in the middle of a sentence appearing in the main body of text (or at the end of a paragraph or sentence on the other hand).

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(6) The files comprising the totality of *Invisible Contracts* were processed in Word Perfect 5.1 using a Courier 10pt Font and a 1" margin on the left and right; and a 1" margin on the top and bottom. *Soft returns* were used throughout, except at the ends of paragraphs, which is standard word processing procedure. Each file was then "saved" in an ASCII format.

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(9) The on-going task of converting the printed words of *Invisible Contracts* into an electronic medium is not an easy one. The first installment of *Invisible Contracts* was choosen as this seems to be the "hot button" at the moment. As time permits, the other sections of *Invisible Contracts* will be converted and uploaded. For a preview of what is to come, here is the entire list of the "chapters" in *Invisible Contracts*:

- incon001.zip *Invisible Contracts*/George Mercier
  Introduction [p. 1-88]
- incon002.zip *Invisible Contracts*/George Mercier
  Third Party Interference with a Contract [p. 89-130]
- incon003.zip *Invisible Contracts*/George Mercier
  Bank Accounts [p. 131-193]
- incon004.zip *Invisible Contracts*/George Mercier
  The Story of Banking [p. 194-228]
- incon005.zip *Invisible Contracts*/George Mercier
  The Employment Contract [p. 229-299]
- incon006.zip *Invisible Contracts*/George Mercier
  Admiralty Jurisdiction [p. 300-385]
- incon007.zip *Invisible Contracts*/George Mercier
  The Citizenship Contract [p. 386-434]
- incon008.zip *Invisible Contracts*/George Mercier
  Federal Reserve Notes [p. 435-477]
- incon009.zip *Invisible Contracts*/George Mercier
  Insurance Programs [p. 478-479]
- incon010.zip *Invisible Contracts*/George Mercier
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- incon011.zip *Invisible Contracts*/George Mercier
  State Created Juristic Benefits [p. 482-531]
- incon012.zip *Invisible Contracts*/George Mercier
- Government Enforcement of Commercial Interests [p. 532-553]
- incon013.zip *Invisible Contracts*/George Mercier
  The Residency Contract [p. 553-565]
- incon014.zip *Invisible Contracts*/George Mercier
  An Endless List [p. 566-661] **(unavailable)**
- *incon015.zip* *Invisible Contracts*/George Mercier
  Epilogue [p. 662-745] **(unavailable)**

(10) *Invisible Contracts* was written for knowledgeable and "well-seasoned" Patriots. Its contents are on the equivalent level of a Ph.D. It assumes that you have, at a bare minimum, a good working knowledge and understanding of law and legal concepts related to the Patriot Movement* and its primary concerns and issues. It assumes that you have *already* passed through numerous mental barriers erected by society and our Rulers to lead you down blind alleys and dead ends, fighting

worthless fights or just plain giving up and turning on the Boob Tube. It assumes that you are somewhat intelligent, and more importantly, in a "teachable state." In short, depending upon your personal orientation just prior to exposure to this book's contents, you may either conclude that the experience was, as the Russians would describe it, a "Providential Discovery," or in the alternative, a "waste of time." However, you must understand that *Invisible Contracts* is a *key*, and this *key* only fits certain *locks*. Either you *are* or you *are not* one of those *locks* which the *key* fits. This *key* only seeks to find *locks* that fit, not one's that *do not*. In short, this book is not running a "popularity contest." If you find this book very valuable, then that alone is *prima facie* evidence that the book was written *just for you* (and if so, in fact, it was).

(11) Word definitions are *very* important. If you encounter a word you do not understand, *stop* right then and there and look it up in a good dictionary, and if it is a legal word, look it up in a good legal dictionary, such as Bouvier's Law Dictionary. Light and superficial *efforts* only produce light and superficial *results*. Read the words of Thomas Edison:

> "The best advice I can give a man who wants to be a successful inventor is to work 20 hours a day. That is what I did for 30 years, and I cannot see that it hurt me. There is really no other way to produce *results*. Good inventions do not come easily. The hardest way to do a thing is almost invariably the *best way*... Whenever I bring about a certain result too easily, I abandon it at once and look for a hard way." - Thomas Edison, as quoted by Allan Benson in "Munsey's Magazine," at page 563 ["Edison's Advice to Inventors"] (July 10, 1910).

The same Principle that is responsible for uncovering one invention after another under chronologically accelerated circumstances is the same Principle that Patriots need to take cognizance of to produce results in any other setting: An impressive amount of effort expended.

(11) Every effort has been made to keep the *incon* files internally consistent. For example, all words that appear in *all* CAPS were formerly in italics in the original text. Therefore, if you have Word Perfect (for example) and you want to get rid of the *all* CAPS stuff and convert it to italics (for print out, using your favorite combination of Fonts), then this will be fairly straightforward. (Mind you, it will be straightforward, but not necessarily quick). Another example, if you want to *search* for references in an *incon* file, you need only set your *search* function to search for *tab-hyphen-tab* and you will be able to find 95% of all the source references in the file (And please, if you just read the above and interpreted it to mean that you literally search for *tab-hyphen-tab*, then you have no business even reading this file.) The other 5% can be picked by setting your *search* function to look for brackets "[]". Another example, if you want to search for only Court Case Citations, then set your *search* function to look for "vs." This will find every single case cited in the text.

> [**Note**: The CAPS in this version have been changed back into *italics*. Since Mercier was "generous" with his capitalization throughout *Invisible Contracts*, some lower-case words in *italics* may have been capitalized in the original letter and accidentally converted to lower-case in this version.]

(12) On the subject of *consistency*, the following might be of *generic* value to future end-users/readers of these *incon* files. In the realm of textual work, the following rules are considered *standard operating procedure* ("SOP"):

> (A) All sentences in a paragraph are separated by two *spaces*. (Go up and scan the text in *this* file. You will notice that there are always *two* spaces between each sentence.) Why is this needed? Because it provides a "visual break" between sentences, just as a *line break* provides a "visual break" between paragraphs.
>
> (B) Paragraphs are *always* separated with a *line break*. A *line break* is nothing more than two *hard carriage returns* that create an "empty space" between paragraphs. There are *exceptions* to this "rule" however. In these *incon* files, the *footnotes* do *not* have any *line breaks*. This is just to help further differentiate the *footnotes* from the *main body* of text. In other words, in the *footnotes*, all the paragraphs "run together" and there are no "empty spaces" between paragraphs in the *footnotes*.

(13) Whenever you see *any* text appearing between "><", it is my intervention to expand upon and/or explain something that might not be readily understandable from the context; meaning that probably the text, phrase, or idea in question was explained in an earlier or later section of *Invisible Contracts* (and one which you don't yet have), so it sometimes is necessary to intervene and fill in the background details.

> [**Note**: These "><" have been omitted.]

(14) As stated above, the first installment of *Invisible Contracts* is the chapter dealing with *The Citizenship Contract* [pages 386-434]. Although it is only 49 pages in length, it involved quite a bit of typing and time to convert it to an electronic ASCII

format. One of the reasons I am devoted to eventually converting the entire contents of *Invisible Contracts* is because it is currently out of print. Additionally, I am aware of how files such as these have a way of spreading out far and wide, which is good. However, you should know that all future installments of the chapters listed in this file (incon001-incon015) will only originate on one BBS board; and that is the board at (818) 888-9882 (current as of April 1, 1992).

(15) The author of *Invisible Contracts* published and privately circulated a second book entitled *The Agony and the Ecstacy*. It is over 2,500 pages in length. As the author justifiably states, it is a *magnum opus* (a "magnificent statement"). The A&E was first published as of January 1, 1991. The A&E deals primarily with the House of Rothshild and the House of Rockefeller, and their numerous efforts to run great civilizations into the ground during the last 200 years or so in the pursuit of grand-scale commercial enrichment. It's scope and depth is truly breathtaking. Someday too, this book may be available as a *text* file.

**Invisible Contracts**
**by George Mercier**