

# Cracking The CODE [Condensed]

**God created Man,** and rules over Man; therefore, **Man can never be greater than, and can never rule over, God.**

**Man created government,** an artificial entity, as a service facility/slave; therefore, **government can never be greater than, and can never rule over, Man.**

**Government then created corporations** and corporately colored entities (also artificial persons/slaves), for the purpose of ruling over them (collecting revenue}; therefore, a corporation/corporately colored entity can never be greater than, and can never rule over, the government that brought it into existence.

Therefore: a corporation/corporately colored entity can never be greater than/rule over government; can never be greater than/rule over Man; can never be greater than/rule over God.

**Are You a US Citizen?** you check yes and the constitution no longer applies to you, the Bill of Rights doesn't protect you, you have reclassified yourself as a Corporation beneath Government.

**Corpse;** a dead body, especially of a human being rather than an animal.

**Oration:** An oration is a formal speech given in public.

## Table of Contents

Preface.....	4
Foreword.....	7
<b>Functional Sovereignty.....</b>	<b>11</b>
Fundamentals.....	13
The Basis of the Con.....	14
Corporate Names.....	15
Meet Your Alter Ego <sup>17</sup> .....	15
Analyzing the Obvious.....	17
Suretyship <sup>33</sup> .....	18
The Underlying Con <i>Beneath</i> the Con.....	19
“Appellation”.....	20
<b>The Wizard of OZ.....</b>	<b>22</b>
The 'Coded' Movie of What Really Happened to America.....	22
Going Into Court.....	26
Achilles’ Heel, is “You”.....	28
THEY MUST GET YOUR CONSENT.....	30
General Immunity Pertaining to.....	31
Prosecutors, Judges and Government Agents.....	31
<b>COURTROOM STRATEGIES.....</b>	<b>32</b>
Advanced Concepts and Techniques.....	35
STRATEGIES OF LAST RESORT.....	36
<b>ADDITIONAL GLOSSARY.....</b>	<b>37</b>
<b>POLICE ENCOUNTERS and the TRAFFIC STOP.....</b>	<b>40</b>
IF YOU ARE TAKEN TO JAIL.....	48
If Law Enforcement Comes to Arrest You.....	48
TRAFFIC CITATIONS: Alphonse Faggiolo.....	49
<b>A FEW CASE CITES.....</b>	<b>49</b>
<b>The Official State Office Known as "person".....</b>	<b>50</b>
Unrevealed Obligations.....	57
Doing Business Under Your TRADE NAME.....	58
Trademarks.....	59

Sovereignty <sup>63</sup> .....	60
Consensual Contracts .....	61
The Cure for “Volunteer-itis” .....	62
Consent = Contract .....	64
Creditor - Sovereign.....	65
Taking Control of the TRADE NAME.....	65
<b><i>The Private Agreement.....</i></b>	<b>66</b>
Contractual Basis of the Relationship .....	66
The Hold-Harmless and Indemnity Agreement .....	66
A Most Vital Component .....	66
The Security Agreement .....	67
CREATION OF A SECURITY INTEREST - IMPORTANCE OF THE COMMON LAW.....	67
WHEN THE SECURITY INTEREST IS SAID TO “ATTACH” .....	67
TYPES OF PERSONAL PROPERTY/COLLATERAL .....	67
PERFECTING (LEGALLY ESTABLISHING) THE SECURITY INTEREST .....	68
WHERE A MEANS OTHER THAN FILING IS REQUIRED FOR PERFECTION .....	68
POWER OF THE COMMON LAW .....	68
<b><i>THE UCC FINANCING STATEMENT .....</i></b>	<b>70</b>
PERFECTING (LEGALLY ESTABLISHING) THE SECURITY INTEREST BY FILING .....	70
PUBLIC FILING VS. PRIVACY .....	70
Recap.....	72
Why Revised Article 9.....	72
Benefiting from the UCC and Revised Article 9 .....	73
<b><i>How to Sign Your Signature Without Liability.....</i></b>	<b>74</b>
Volunteering .....	75
Unraveling the Mystery .....	75
Accommodation Parties.....	76
Light at the End of the Tunnel .....	77
<b><i>Your Signature .....</i></b>	<b>79</b>
How to Deal with Former Creditors.....	79
After Paying by Promissory Note.....	79
<b>REDEMPTION .....</b>	<b>82</b>

REGISTRATION.....	82
<i>Real World Successes</i> .....	83
ACCEPTANCE FOR VALUE .....	89
COMMON LAW vs. PRIVATE LAW .....	90
THEORY OF COGNITIVE DISSONANCE .....	90
KINGS.....	91
THE CAREER POLITICIAN'S CREED .....	91
MAN / MEN.....	91
CORPORATIONS.....	92
GENERAL INFORMATION.....	93
PUBLIC EDUCATION Vs. THE MONETARY SYSTEM .....	93
RE-PUBLIC .....	94
OATH VS. LICENSE.....	94
MONEY CREATION and BANKS .....	95
OUR MIRROR IMAGE .....	95
TWO QUOTES ... ONE FROM THE PAST AND ONE FROM THE PRESENT.....	96
From: Silent Weapons for Quiet Wars .....	96
MONEY .....	97
COMMERCIAL CRIMES: .....	100

# Preface

This book has been written for the purpose of showing anyone how to successfully withstand and nullify unsolicited demands for payment/performance from attorneys, banks, judges, clerks of courts, police, taxmen, and Government agents (and anyone else who would casually and unjustly damage one's life) and cease being muscled into "doing business" with such parties against his will. Any who proceed against the Redemptor after having been noticed are vulnerable for both immediate and long-term grievous and catastrophic personal financial/commercial ruin, thereby providing adequate motivation to look elsewhere for a more compliant "customer." As abundantly documented herein, the judicial, item may be accurately defined as "a private, invitation-only, cultic, British-owned and -operated, commercial extortion racket," with only an apparent monopoly over the transference of wealth and control of personal freedom in this country. The prescriptions contained within the pages of this manual can set you free of this menace.

In America—as in any **communist country**<sup>2</sup> Big Brother's modus operandi consists of bringing down the full might of the government upon any unlucky citizen that crosses paths with its divine agenda (absolute ownership and control of all property and people). Few, if any, can withstand such an assault. Operating in limited liability with official immunity, Big Brother's operatives wreak holy hell on a daily basis against any they choose, but continually walk away from the **carnage unscathed**.<sup>3</sup> For those who follow the precepts as presented in this manual, such days are numbered, if not over. The procedures appearing in this volume, if scrupulously followed, can render any legal attacker immediately liable and fully personally accountable for his/her actions should he/she proceed—the right medicine for anyone suffering from a case of the "**More Equal**<sup>4</sup> Than Thou Syndrome" and the best reason to halt all proceedings.

Cracking the Code Third Edition© offers a new plateau of stability and is orders of magnitude beyond they first two editions. This process is tried and, true and cannot be defeated if followed without alteration: The non-judicial Uniform Commercial Code has been cracked and is now utterly accessible for any who would examine the contents of this manual. As you will discover, the assurances made in the preceding paragraphs are not hollow chatter. this text can set you free.

The treatises, essays, and historical material contained in this book are all on solid legal ground. It is not a matter of if we are on the right trail or not; it is rather a matter of how well we read the trail markings we encounter—because the remedies described in this manual are working like crazy: north, east, south and west, and the successes contained herein will free you of the ranting of any **critic**.<sup>5</sup> The main failing with professional (and amateur) critics is that that particular vocation does not involve helping people and getting things done.

---

<sup>1</sup> **Redemptor**: Latin. One who buys back, reclaims (one who has reclaimed legal title over his life and property).

<sup>2</sup> All 10 planks of the Communist Manifesto are firmly entrenched in daily American life, deeply implanted in America's psyche, and thoroughly dispersed in an ocean of code, i.e.. "**law**."

<sup>3</sup> As well as innumerable, eminently qualified judges, a prime example of this phenomenon is the former California Insurance Commissioner, Chuck Quackenbush. In, addition to padding his own political career, and likely lining his own pockets and the pockets of his: cohorts, this man was personally accountable for the ruination of the lives of thousands ( if not tens of thousands) of California families. whose homes were damaged/destroyed in the 1994 Northridge Earthquake, by officially letting insurance companies off the hook—to the tune of billions of dollars. Chuck Quackenbush has quietly slipped into obscurity without so much as a slap on the wrist.

<sup>4</sup> In Animal Farm, the brilliant little allegory of communism by George Orwell, the original, sacred "Seven Commandments" were continually altered/deleted for favoring the pigs (the leaders) until, in the end, there was only one commandment left: "**ALL ANIMALS ARE EQUAL, BUT SOME ANIMALS ARE MORE EQUAL THAN OTHERS.**"

<sup>5</sup> For conclusive, unimpeachable documentary evidence (from the Federal Reserve) of the correctness of the procedures set forth in this manual, see "How to Sign When Your Signature is Demanded".

It just involves tearing down things that might help, and stopping others from breaking free of Big Brother's clutches an occupational calling/hobby with a marginal sanity index. When you come across someone who is preoccupied with stopping this process and saying how bad it all is, realize that the critic is a “company man,” obsessed with infecting all with the venom of **statism**,<sup>6</sup> and does not have your best interests at heart—and likely never will.<sup>7</sup> An honorable critic would bring forth another solution, i.e. another remedy for the situation at hand, rather than just sounding a general hue and cry<sup>8</sup> and proclaiming that all (sheep) should stand stockstill<sup>9</sup> and accept their fate as “part of life.”

As with the first two editions, the initial aim of this volume is fully acquainting you with the process of regaining control of the all-capital-letters **juristic**<sup>10</sup> name/TRADE NAME that began appearing on legal documents, such as the Social Security card in your possession, following the registration of your birth. This name is "yours" only in the sense that it belongs to you; it does not identify you. The problem with such a name is that even though it belongs to you, and was created expressly to reference you, someone else has custody of it—meaning that someone else can control the travels that particular piece of intellectual property (the all-caps TRADE NAME) and has been using it for financial gain courtesy of your labor. This handbook shows you how to rectify this situation.

Having accomplished the foregoing, the main objective of this manual becomes providing you with the means for fortifying your Existence and deflecting all legal and financial assaults on your freedom, family, wealth, property, and peace of mind. The legality of the issues addressed herein is well substantiated in the common law and the UCC, and you are limited only by your lack of understanding of them. The Glossary contained herein has been specifically created and annotated to assist you in acquiring a working knowledge of the key issues.

Material has been laid out so that the reader can go straight into the practical application of the filling instructions, adapt the sample documents with the details of his/her life, and successfully file the documents without doing anything else. However, such practice is basically "treating the symptom" and is not recommended because the cause of the condition—unwanted victimization at the hands of the system—is still unresolved; sort of like being lost in the jungle, finding a compass, but then not knowing which direction is the best way out.

The theory portion of this volume, as well as the items in the Appendix, affords a treetop perch for those who might be lost in the legal/commercial/political jungle: one with a bird's- eye view of the whole territory as never before. Once a bewildered traveler gets a compass reading on the right landmark, he can thereafter successfully negotiate any difficulties encountered on his way out of the jungle because of acquired certainty of where he is headed and the full expectation that he will make it. Whether you do your filing(s) sooner rather than later, steady progress between the covers of this manuals however unhurried, will give you a new perspective on the same old surroundings and produce a courage and a confidence that can fuel your journey all the way out of the “jungle” and onto the highroad for a better life.

Because the Code has been cracked, the filing procedures and background material are now simple. Matters have now been removed from the private, monopolistic, judicial system, and players within that arena have become personally commercially accountable for their actions. These breakthroughs have thereby greatly remedied the nuisance of dealing with the courts, the courts' extreme formalism, and the secret **rituals**<sup>11</sup> of the inner sanctum of the legal fraternity, “the Brotherhood.” For those reading this page that may have the misfortune of being involved in an ongoing legal dilemma, some words of encouragement: the procedure contained herein is beneficial at any stage of the **game**.<sup>12</sup>

---

<sup>6</sup> Statism: A theory of government which holds that the returns from group or individual enterprise are vested in the state, as in communism. Funk & Wagnall's New College Standard Dictionary 1947.

<sup>7</sup> “Remember, a statue has never been set up in honor of a critic.” Jean Sibelius (renowned composer), Oxford Dictionary of the Twentieth Century Quotations.

<sup>8</sup> **Hue and cry**: A great stir and clamor about any matter.

<sup>9</sup> **Stockstill**: As still as a stock or post; motionless.

<sup>10</sup> **Juristic**: Of or relating to law.

<sup>11</sup> The characteristic of the earlier Roman law was its extreme formalism. From its first secret administration as the law of the privileged classes it expanded until it became the basis of all civilized legal systems.” Catholic Encyclopedia.

<sup>12</sup> As of this writing these breakthrough procedures have already stopped the levying of a bank account after judgment had been finalized.

The more entangled one has become, the more complicated it can seem to be to extricate oneself from the tentacles of those who would gleefully destroy one's life. Obviously the further along on the judicial conveyor belt, the more difficult things can become. However, irrespective of what has happened, the liberation procedure is essentially the same no matter what stage of the game you are in. A healthy (and workable) approach is simply to write off everything that has already happened, chalk it up to experience, and start afresh and anew with a clean heart. What is offered here can be completely locked into place in very short order and can serve you thereafter in many different circumstances.<sup>13</sup>

This manual will also introduce you with the very real possibility of personal independence and functional sovereignty. Believe it or not, it was the exercise of your inherent sovereign right to “decide” with whom you would contract that got you into this mess in the first place. The first step in regaining sovereignty is reestablishing ownership and control of the corporately colored property identified as your all-capital-letters TRADE NAME (and any and all other corruptions/permutations thereof). That, and the procedure to fortify your freedom and maintain control of your worldly possessions, thereafter, has been presented here in detail to ensure your understanding of the subject and assist you in your efforts to create a pleasant and worry-free life for yourself.

Wishing you happier times ...

The Authors

---

<sup>13</sup> Professional assistance, support, and (non-legal) document preparation services are available through the publisher.

# Foreword

This manual is about a code. As well as being a system or collection of rules and regulations, a code is also defined as “a system used for secrecy of communication, in which arbitrarily chosen words, letters, or symbols are assigned definite meanings.” Laws today are called “codes” (Vehicle Code, Internal Revenue Code, Uniform Code of Military Justice, Penal Code, etc.) because they have been encoded from their original form. For the man on the street, accessing and utilizing these codes generally requires the services of a specially trained “decoder,” called an attorney. A hundred years ago the average man knew the law and was equipped with knowledge for conducting himself and his affairs and avoiding unwanted legal situations, thereby protecting himself, his family, and his property from legal opportunists. This is no longer the case—and law is no longer just “law,” but a cornucopia of “code,” requiring cavernous libraries with miles of shelving just for housing its billions of pages of print (Library of Congress has over three million different law books on file approximately 80 linear shelf-miles of law books).

The Uniform Commercial Code, “UCC,” the subject of this manual, is the transcendent, paramount achievement of the efforts of a few thousands of intensely dedicated and single-minded collaborators (dare we call it “conspiracy”?) over the last two-plus millennia. It is the culmination of an almost incomprehensibly complex, systematic, intricate, pervasive, and far-reaching agenda of strategic and tactical global planning for securing absolute legal, financial, social, ecclesiastical, and political dominance over the people of Earth. The fundamental medium chosen to accomplish these iniquitous aims: **Commerce**. The UCC, first introduced in 1954, has been developed across the centuries with microscopically excruciating and painstaking attention to detail for avoiding forever risk of detection and revelation of its true nature. It was fully expected that the Code would never be cracked. Proof of this fact is the absence of any device/mechanism for the enforced reversal of the process and recapture of slaves who manage to break free.

Incredibly, the development of the UCC has been so brilliantly orchestrated by the Legal Masters of the World that even though it permeates and dominates the everyday lives and activities of every man, woman, and child in America from conception to casket—as well as virtually every other living soul on the planet—and even though it is the most senior form of codified law throughout the world, **encompassing all others** (see UCC § 1-103), the UCC is a cultural obscurity, blending in with societal scenery so well that it does not even raise an eyebrow upon mention. Even general members of the bar—i.e., the lawyers, attorneys, solicitors, advocates, and barristers, i.e., the foot soldiers, snipers, and assassins of the banker-generals that wage war on the world—are for the most part ignorant of its far-reaching applications and implications, which dominate even their lives as well. Likely you never even heard of the Uniform Commercial Code until it was brought to your attention by someone with the express purpose of revealing its influence over your life.

As an interesting side note: two years ago, the authors of this manual were contacted by a “forward-thinking attorney,” on behalf of the other attorneys in his law firm, to purchase the first edition as soon as it became available. Apparently, they had gotten the word from a trusted friend that the manual was being written and what it dealt with. The attorney also allowed that he and his partners knew that the con was going down right before their eyes everyday in the legal system, and even though witnessing the daily administration of the shakedown, they just couldn't figure out exactly how it was being done.

The law firm has long since acquired a copy of the first manual, but likely none of the attorneys availed themselves of the process. You see, an attorney occupies a special place in the grand scheme of things. Because of an attorney's connection with the Crown—the source of the attorney's British title of **nobility**,<sup>1</sup> Esquire” (all judges are esquires, as well)—via his/her misnamed “license to practice law,” and because only an attorney can “re-present” the banks and corporations (artificial persons) that are owned/controlled by the owners/creditors of almost every single government on earth, attorneys cannot personally access this process. Attorneys are hired guns, mercenaries, of the hate-merchants and warmongers that operate the legal juggernaut that is intent on devouring the last shreds of personal wealth and freedom of the common folk of the world.

---

<sup>1</sup> The original, authentic Thirteenth Article of Amendment of the Constitution prohibited anyone who held a title of nobility granted by a foreign king, prince, or state from holding a position of public trust (i.e., political office). For an explanation why this amendment was never ratified, see paragraphs immediately preceding “Sugar-Coating the Deceit” in “The Truth About Esquires,” Section 2.

Every whore has her price, and this type is no exception. judges and attorneys (esquires) have literally sold their soul to the devil for the inside track and a few easy bucks. Accordingly, since they are owned, they can never access



sovereignty. Just like the whore, they have no personal freedom till the customer is satisfied that he got what he paid for. For esquires it's a "lifetime affair" (with the Crown and the powers behind it). Accessing sovereignty requires that an esquire renounce his/her so-called "license to practice law" and his/her relationship with the privately owned judicial system and cease practicing as an esquire altogether—a cure more unpleasant than bearing the disease for most such whores. Nearly all will carry on; a few may break away.

Esquires also **fatuously**<sup>2</sup> believe they are immune against attacks from the "little people." As you will learn from the Tin Man (i.e. "T-I-N," Taxpayer-identification Number Man) in The Wizard of Oz (see Wizard of Oz, The in Glossary), and as you will discover in the Practical portion of this manual, the laws of commerce are heartless and apply equally with all— including attorneys and judges (for a comprehensive exposé of the skeletons in an esquire's closet, see Section 2, "The Truth About Esquires"): Any judge/attorney who attempts using your private, copyrighted TRADE NAME for financial gain without first obtaining your express, written authorization and consent faces the same legal/commercial consequences that as anyone else—cataclysmic personal financial ruin—because in commerce, "**All are equal under the law.**"<sup>3</sup>

Judges, though also esquires, are a different creature than attorneys and receive special training in Reno, Nevada (National Judicial College; 3,500 judges trained each year) and Scottsdale, Arizona—sometimes hundreds of hours over their careers for learning better ways of applying the UCC in the courtroom, and handling dissidents and unruly slaves who set a bad example for the other "paying customers." This is the genius of the Legal Masters of the World: The populace and even many of the bar attorneys themselves believe that the law being practiced in the courtroom is "**THE**" law, i.e., the **ONLY** law being administered in the courtroom—whereas it is actually only a carefully orchestrated shadow of the real thing; an exhibition in histrionics par excellence.

The UCC is not particularly concerned with Social Security Account Numbers and including such is an option on the filing forms. The UCC filing office, located in each state (and elsewhere), provides public notice of private matters, and is concerned primarily with identifying those registered within by name only—just like it was a hundred years ago (before the Federal Reserve Act and Social Security Act) when a man's name, honor, and reputation were his most valuable personal possessions, and upon which his entire future depended in no small part.

As you will discover, the Social Security Account Plumber is a "public" number associated with a "public persona," a "person," a legal entity different from yourself and artificial, as well, i.e. existing in contemplation of/by force of law alone. This is your alter-ego, ALL-CAPITAL-LETTERS TRADE NAME, your STRAW MAN. "Straw man" (see Glossary) is a legal term for a "front man," or nominal party in a transaction existing in name only, through which the owner can accomplish some purpose not otherwise permitted. A straw man serves its owner/master with slavish devotion, but you did not even know that you had one. He has been running around obligating you and entering into all kinds of unconscionable contracts and causing you much grief, heartache, and economic misery. It is time you get to know this fellow and set things straight. This manual will show you how to discover your straw man and bring him under your control instead of theirs.

Most people understand that the law is very precise, with legalized deadly violence associated with the words appearing in the text of the codes that are enforced by courts and police alike. The English language and its accepted rules of grammar are likewise precise, however, and make no accommodation for writing proper nouns in all-capital letters. The all-capital-letters-written name that appears on your Social Security card, driver's license, passport, Bank statement, credit cards, *etc.*—and which is rigidly insisted upon and enforced by the legal system—is not there by mistake, but it is not your "true name," which consists of the given (Christian) **name**<sup>4</sup> plus the surname (family name) and appears with only initial letters capitalized. The all-caps version is your TRADE NAME, the name under which you "do business," and is written in another language entirely: "Legalese."

---

<sup>2</sup> **Fatuous:** Foolish, but self-satisfied.

<sup>3</sup> For all 10 commercial maxims see Maxims of Commerce in Glossary.

<sup>4</sup> "Names are divided into Christian names, as, Benjamin, and surnames, as, Franklin. No man can have more than one Christian name; though two or more names usually kept separate, as John and Peter, may undoubtedly be compounded, so as to form, in contemplation of law, but one. A letter put between the Christian and surname, as an abbreviation of a part of the Christian name, as, John B. Peterson, is no part of either." Bouvier's Law Dictionary, Sixth Edition, 1856.

All names—including true names—constitute property and can be copyrighted under the common law. Strangely enough, the source of all money in circulation today is your (and others) TRADE NAME and your signed, "promise to pay" in exchange for loans of credit (air) issued in that name. Banks are accounting and bookkeeping operations, with only enough cash on hand to keep **customers satisfied**,<sup>5</sup> and covertly use your TRADE NAME and your "promise to pay" to create money and generate profit. The long-term intention of the Money Power is to abolish cash completely and leave people with track-able, electronic funds only.

Because all names are no more than property, no one is his TRADE NAME, nor is anyone his true name. The primary reason we are faced with the current dismal state of affairs is people's misunderstanding of the nature of their name. Whereas a sovereign uses a name only for purposes of recognizing that someone else desires communication with him/her, nearly all other people have lost sight of their own sovereign character via confusion about the name. Your true name more closely approximates who you are but is not "corporate" like the TRADE NAME. The Legal Masters of the World have capitalized on this simple distinction between true name and TRADE NAME to ensure your **subjugation**.<sup>6</sup>

The primary pitfall is that an all-capital letters TRADE NAME sounds exactly like a true name when spoken (see *idem sonans* in Glossary). This phenomenon has no particular significance in our society—except in a courtroom, and a courtroom can be a dangerous place to be. Thankfully, this manual can help you stay out of courtrooms, but not everyone is so fortunate. Simple observation tells us that a primary function of today's private, foreign-owned and -operated court system is the transfer of personal wealth and freedom into the hands of the courts, banks, government, corporations, and tax agencies.

The judge is calling out a name in one language, Legalese (he is reading from the legal documents in front of him), and the "customer" is innocently listening and answering in another, "English." This otherwise harmless overlap of "language" is then immediately, forcefully, and unmercifully applied to the victim's profound detriment. Such deception is now indispensable in maintaining the current level of commercial profit levels of the courts (**e.g. visit any traffic court for an hour and keep a tally of the proceeds**)<sup>7</sup>. By following the procedures outlined in this manual, unwanted victimization at the hands of the judicial/legal system can be minimized and even avoided/bypassed altogether.

The UCC provides for filing offices in each state and elsewhere so that a creditor may give formal public notice of the legal relationship between himself and a debtor. It allows for the creditor, called the "secured party," to "perfect" (legally establish) a "security interest" (a private lien, essentially)—above all others, including government—in the property of the debtor, thereby ensuring repayment or specific performance by the debtor and officially precluding any third party from impairing the private contract. As shown herein your straw-man TRADE NAME is the debtor and you, the secured party. Your exact relationship with each other is more precisely defined in a "private agreement." A description of the property pledged by the debtor as collateral for securing the obligation is contained in a "security agreement."

Significant additions in the third edition are the copyright notice (to be published under "legal notices" in the newspaper), and the new security agreement, which has been broken up into three separate, interrelated documents. In strict accordance with Revised Article 9 dictates and the remaining articles of the UCC, this new security agreement package affords anyone the opportunity to fortify his/her position as never before, by reposing all property in an airtight package impervious to legal/commercial attack, including that of IRS. The best time for handling trouble is before it arrives, and this new package affords such opportunity.

---

<sup>5</sup> Roughly 2% of the money supply is cash; the rest is "checkbook money" and other "credits."

<sup>6</sup> Uncontestable documentary evidence proving this fact is contained within the article entitled "How to Sign When Your Signature is Demanded" in Appendix.

<sup>7</sup> The "U.S. Government" section of the Los Angeles telephone directory Blue Pages lists a total of 121.5 column-inches of government agencies/offices and phone numbers. The moneymaking machinery of the federal court system takes up 18.5%, i.e. almost 20%, of the listings for the entire U.S. Government. This is where the money is made. Even the listings for the 103 U.S. Post Offices located in City of Los Angeles takes up only 9.5 column-inches of space, dwarfed by comparison with U.S. District Court listings.

The most dramatic aspect of the third edition is the facility for obtaining non-judicial judgment against any legal attacker who, would insist upon using your private-property TRADE NAME for financial gain without your authorization—be he/she a judge, prosecutor, IRS agent, attorney, traffic cop, government agent, anyone. Heretofore, such have used your TRADE NAME to pad their own bank account. This no longer need be the case, as each such character will face financial ruin in short order should he/she insist on using your copyrighted property without your permission after having been noticed. The non-judicial foreclosure process follows closely thereafter—and no one has a monopoly on it.

The code-encrypting esquires of the Money Power have crafted the UCC, and now Revised Article 9, for the high-speed transfer of wealth (yours) into Big Brother's coffers without the nuisance of consulting the courts. For this very reason, and because the Code is now cracked, regular folks can use the same procedure for thwarting would-be legal marauders—and can reverse the wealth-transferral flow against anyone who foolishly believes he can take private property without just compensation.

You need not toil under the threat of “paper terrorism” of the legal system any longer. With what is available here you can, with certainty and confidence, regain control of your life and protect yourself, your family, and your property from the rapacious<sup>8</sup> Moloch<sup>9</sup> that is government and separate any would-be bandit in the employ thereof from his wealth and property if he insists on proceeding without compensating you. Helping you accomplish these things—by unraveling the mystery, exposing the key elements, and guiding you through—is the aim of this manual.

Hoping your journey is a pleasant one...

With admiration,

The Authors

---

<sup>8</sup> **Rapacious:** Excessively greedy or covetous; living on prey.

<sup>9</sup> **Moloch:** A Semitic deity, mentioned in the Bible, whose worship was marked by the sacrifice by burning of children offered by their own parents; anything conceived as requiring frightful sacrifice

# *Maintaining Fiscal<sup>1</sup> Integrity*

## Functional Sovereignty

**Caveat<sup>2</sup>:** This treatise constitutes neither the practice of law, nor the giving of legal advice, and is for informational and educational purposes only. You are responsible for yourself and your own actions. If you act on what you do not understand and cannot support through knowledge and ability, any adverse consequences you may experience are entirely a product of your own doing/omissions.

**Preamble.** For thousands of years the Legal Masters of the World have been steadfastly constructing the system by which world **commerce<sup>3</sup>** and **Law<sup>4</sup>** now operate. They have developed this system by drawing From and utilizing the timeless principles of human interaction that, over the millennia, have been discovered, distilled, and codified.” These fundamental, common-sense principles of commercial law, expressed in the 10 maxims found below, underlie every other form of law in existence. There is no type of legal issue, controversy, dispute, etc. that is not covered/embraced by at least one of these 10 maxims of commercial law. The creators of the system have achieved preeminence by knowing these foundational principles of human interaction and encrypting them into “codes” for their own aggrandizement, while keeping the uninitiated ignorant of such knowledge and the means for accessing it. The pinnacle of these efforts is the Uniform Commercial Code, “UCC.” All of world commerce now functions under, and is thoroughly entrenched in, the UCC. However, even though the UCC has been developed and formulated for accommodating mass exploitation, and subjugation, it is but a particular codification of the universal underlying laws of commerce, and, most importantly, can now be employed for the benefit of the layman now that the Code has been substantially “*cracked.*”

**The 10 foundational maxims<sup>5</sup> of commerce**, from which all codes, law, and statutes are derived and based upon, are:

- 1. A workman is worthy of his hire.** Authorities: Exodus 20:15; Lev. 19:13; Matt. 10:10; Luke 10:7; II Tim. 2:6. Legal maxim: *“It is against equity for freemen not to have the free disposal of their own property.”*
- 2. All are equal under the law (both moral and natural law).** (God’s Law-Moral and Natural Law). Authorities: Exodus 21:23-25; Lev. 24:17-21; Deut. 1:17, 19:21; Matt. 22:36-40; Luke 10:17; Col. 3:25. Legal maxims: *“No one is above the law.”* and, *“Commerce, by the law of nations, ought to be common, and not to be converted into a monopoly for the private gain of a few.”*
- 3. In commerce truth is sovereign.** See Exodus 20:16; Psalms 117:2; John 8:32; II Cor. 13:8. Legal maxim: *“To lie is to go against the mind.”* Oriental proverb: *“Of all that is good, sublimity is supreme.”*
- 4. Truth is expressed by means of an affidavit.** See Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Matt. 5:33; James 5:12. Legal maxim: none.

---

<sup>1</sup> **Fiscal:** Of or pertaining to financial matters generally.

<sup>2</sup> **Caveat:** Latin, let him beware. In general, a warning or emphasis for caution.

<sup>3</sup> **Commerce:** Any and all interchange between people, including, but not limited by: the activity normally associated with the term, i.e., the buying and selling (trading) of goods and services; social intercourse; sexual intercourse (original meaning). All law is contract; and in every interchange between people a contract is formed; all commerce is contract. A timeless and universal maxim of law: “Contract makes the law.”

<sup>4</sup> **Law:** The rules, or body of rules, defining who alleges possession of what right/authority for using deadly force (violence) against another.

<sup>5</sup> For Biblical origins see *Maxims of Commerce* in Glossary.

5. **An un rebutted affidavit stands as the truth in commerce.** See 1 Pet. 1:25; Heb. 6:13- 15. Legal maxim: *“He who does not deny, admits.”*
6. **An un rebutted affidavit becomes the judgment in commerce.** See Heb. 6:16-17. Any proceeding in court, tribunal, or arbitration forum consists of a contest, or “duel,” of commercial affidavits wherein the points remaining un rebutted in the end stand as the truth and the matters to which the judgment of the law is applied.
7. **A matter must be expressed to be resolved.** See Heb. 4:16; Phil. 4:5; Eph. 6:19-21. Legal maxim: *“He who fails to assert his rights has none.”*
8. **He who leaves the field of battle first loses by default.** (does not respond to Affidavit) loses by default. See Book of Job; Matt 10:22. Legal maxim: *“He who does not repel a wrong when he can, occasions it.”*
9. **Sacrifice is the measure of credibility** (if one has neither been damaged nor incurred a risk, and is unwilling to swear an affidavit—i.e. “true, correct, and complete,” the commercial equivalent of, “the truth, the whole truth, and nothing but the truth”—on his unlimited commercial liability for the veracity of his statements and the legitimacy of his actions, he has no credibility, and therefore no basis for asserting claims/charges or claiming **authority**<sup>6</sup>). *“He who bears the burden ought also to derive the benefit.”*
10. **A lien or claim can be satisfied only through rebuttal by counter-affidavit point-for-point, resolution by jury, or payment.** See Gen. 2-3; Matt 4; Revelation. Legal maxim: *“If the plaintiff does not prove his case, the defendant is absolved.”*

10.1. A rebuttal Affidavit of Truth, supported by evidence, point-by-point.

10.2. Payment.

10.3. Agreement.

10.4. Resolution by a jury according to the rules of common law.

#### Five More Maxims

1. **The money of the sovereign is his credit,** he is the wealth for which no substance on earth can establish a value for.
2. *Quid fas non veritas est.* **Legality is not Reality**
3. *Disparata non debent jungi.* **Unequal things ought not to be joined.**
4. *Non videntur qui errant consentire.* **He who errs is not considered as consenting.**
5. *Nihil tam naturale est quam eo genere quidque dissolvere quo colligatum est; ideo verborum obligatio verbis tollitur; nudi consensus obligatio contrario consensu dissolvitur.* **Nothing is so natural as to dissolve anything in the way in which it was bound together; therefore the obligation of words is taken away by words; the obligation of mere consent is dissolved by the contrary consent.**

---

<sup>6</sup> This issue is so profound that even known felons and perjurers are accorded instant credibility and taken at their word if such will swear under oath against another. Career criminals, even suspected murderers, are taken at their word and put on the witness stand if it will serve the prosecution. When one swears under oath one presumably invokes the wrath of God for bearing false witness—a dire transgression, from the reciprocal effects of which there is no escape; hence the credibility accorded anyone who so swears. For one group's formal attempt at cheating natural law and escaping any such wrath for bearing false witness/disavowing one's sworn oath, see “Koi Nidre” in Glossary.

Because truth is sovereign in commerce and everyone is responsible for propagating the truth in all speaking, writing, and actions, all commercial processes function via affidavit certified and sworn on each affiant's commercial liability as "true, correct, and complete," attesting under oath regarding the validity, relevance, and veracity of all matters stated, and likewise demanded. Resolving disputes (law) requires a universally accepted means for someone to assert his subjective truth in a manner that all understand is intended to be uttered without equivocation, concealment, deception, or insincerity. An affidavit, especially an affidavit "sworn true, correct, and complete," has evolved over time to be the foundation upon which all statutory law is written and the accepted process by which someone expresses his truth in the most solemn, absolute, and ceremonial means possible, past which nothing else exists. An affidavit, as a solemn and sworn statement of truth and fact, automatically renders the affiant the subject of charges of perjury if any portion of his affidavit is proved to be false.

**Preface.** The legal/contractual status of virtually every man, woman, and child on the planet has become that of a **slave**,<sup>7</sup> commercial **chattel**<sup>8</sup> property, a hopelessly indentured servant in perpetuity. In **commercial/legal**<sup>9</sup> matters there are only two kinds of people: **debtors**<sup>10</sup> and **creditors**.<sup>11</sup> It is an all-or-nothing affair, with no middle ground. If you want the power to exercise your innate sovereignty you must access the agreed upon rules that provide for your recognition as a **sovereign**<sup>12</sup>/**creditor**: the Articles of the UCC. The program outlined herein is a system of simple contractual procedures providing the foundational steps for regaining control of one's commercial/legal/financial future, and brings forth the notion of functional, if not official, **sovereignty**.<sup>13</sup>

## Fundamentals

Codified law is precise. It revolves around how words are defined. The rules of all forms of law are set forth in writing, words, syntax, grammar, etc. The way words are legally defined is the basis of the game. Words used in commercial/legal matters have different meanings than the same words used in everyday parlance. Deadly, destructive, violence is attached with the words—and the meanings of said words—used in all legal documents and proceedings.

In commercial/legal matters, simply assuming that you know the meaning of a word can cost you dearly. It is vital that you know how the words being used are defined for any hope of knowing what is happening and why. Understand the meaning of the words and you can go forward with confidence and certainty; remain in the dark about the meanings of key terms and you can lose the entire game in an instant.

A Glossary of pertinent terms, with listings of key definitions re this process, has been provided. The Glossary can save you much time in your quest for understanding, and the value of its annotations cannot be underestimated, because contained therein are insights—code cracking—not offend anywhere else. However, it is strongly recommended that you supplement your use of the Glossary with one or more of the generally accepted law dictionaries, such as **Black's**, **Bouvier's**, and **Ballentine's**. If you can afford it, get a copy of both the first and most recent edition (as well as others, if possible).

---

<sup>7</sup> **Slave:** A person who is wholly subject to the will of another; one who has no freedom of action, but whose person and services are wholly under the control of another. One who is under the power of a master, and who belongs to him; so, the master may sell and dispose of his person, of his industry, and of his labor, without his being able to do anything, have anything, or acquire anything, but what must belong to his master. Black's law Dictionary, Fourth Edition (1951).

<sup>8</sup> **Chattel:** Personal and moveable property; includes slaves, i.e. permanently indentured servants (commercial chattel property) by virtue of contract, i.e. operation of commercial law.

<sup>9</sup> **Commercial/Legal:** Because the people of Earth have (unwittingly) bound themselves into (unconscionable) private contracts, and because "contract makes the law," the terms commercial and legal are essentially interchangeable. Courtrooms are private, commercial marketplaces enforcing private corporate policy in the administration of the court's business (separating its customers from the fruits of their labor, as well as dictating over customers' freedom of action).

<sup>10</sup> The word "debtor" comes from the Latin debit, literally, "he owes."

<sup>11</sup> The word "creditor" comes from the Latin credit, literally, "he trusts."

<sup>12</sup> **Sovereign:** One who possesses supreme power; of his own right, not under the power of another.

<sup>13</sup> **Sovereignty:** Supreme dominion, authority, or rule. **Black's 7<sup>th</sup>.** See sovereignty in Glossary.

As you will soon learn, no law/code/statute/definition is actually ever repealed. This is an advent peculiar with the UCC. In the case of a controversy between an existing law/code/ statute/definition and one that has been repealed, the repealed law/code/statute/definition controls (see UCC § 1-104). Also, the difference between the first and latest editions reveals how the Legal Masters of the World attempt to guide the destiny of all by continuously redefining—and confusing the meanings of commercial/legal terms. In any event, find out the meanings of any term of which you are not certain. **Do not take anything for granted.**<sup>14</sup>

It is also recommended that you obtain a copy of the Uniform Commercial Code issued by your State, since the UCC reigns supreme throughout America and the world. All other codes and bodies of law are mere subsets of, and encompassed by, the UCC (see UCC 1-103)—and since no part of the UCC (as well as all other bodies of law, considered as supplementing the UCC) is ever repelled, obtaining a copy/ of the earliest edition available would be a good idea, as well. Universal commercial law is the functional “common law” of the planet and is ingrained in the Articles and sections of the UCC. The entire “civilized” world—i.e., the cumulative mass of all governments, banks, courts, tax agencies, and corporations—now runs strictly in accordance with the rules of commerce as set forth in the UCC. Deal with the source: the UCC.<sup>15</sup>

Whereas the first two editions of this manual, of necessity—and because of the state of the art at the time of composition—dealt extensively with tactical measures for ‘surviving the ever-present menace of the U.S. judicial and tax systems, this volume has rather simplified the entire matter, and points the way for a more wholesome, uninterrupted style of living, free of the inherent guile, treachery, and larcenous practices of contemporary “legal professionals,” taxmen, and government actors, by thwarting meritless attacks from such would-be pirates before anything can get rolling.

### The Basis of the Con

You have been deceived and betrayed and ravaged for your kindness and trust. However, by merely confronting the exact nature of the con you can be free of it.

Life no longer need be a dangerous and unpredictable affair.

Without taking up historical and legal details at this juncture which are thoroughly addressed and documented in the supplementing essays and treatises in this manual, and which are mandatory reading for a full understanding of what has happened in America, as well as in most other countries of the world—suffice it that you have been swindled out of nothing less valuable than your birthright, your sovereignty, by an insidious lexical artifice: corruption of your name.

An ancient maxim of law states:

**“In order rightly to comprehend a thing, inquire first into the names, for a right knowledge of things depends upon their names.”**

Whereas, “John Henry Doe” would signify a **true name**<sup>16</sup> written in accordance with the rules of English grammar and the prescriptions of law, “JOHN HENRY DOE,” on the other hand, would not. A harmless variant of the original, you might say. A variant of the true name, yes—but the operative term is corruption, and it is anything but harmless. Names of men and women (and boys and girls) appearing in ALL-CAPITAL LETTERS, and even abbreviated versions (with/without initials, etc.) of true names with initial letters only capitalized, are corporate/corporately colored renditions of a true name and do not identify the being associated therewith; such names represent property, specifically intellectual property, though this fact is overlooked by almost everyone in society but the legal vampires whose existence is predicated on its exploitation.

---

<sup>14</sup> What you *know* can never hurt you. What you *do not know*, however, can kill you.

<sup>15</sup> A good source for a copy of your State's current UCC is West Group at (800) 344-5009.

<sup>16</sup> **True name:** One's given (Christian) name, plus the surname (family name). See *true name* in Glossary.

## Corporate Names

Checking your driver license, credit cards, bank statement, IRS correspondence, traffic tickets, etc., you will discover that government agencies, banks and other corporations, courts, and tax agencies deal with you exclusively through various corrupted versions of your true name. And these four types of organizations ruthlessly insist on dealing with you only via an all-caps/other corruption of your true name in any and all key documents, contracts, accounts, and agreements with them. Their computers are generally geared/formatted for dealing with nothing else. It is interesting that the military—an aspect of government—also designates its personnel exclusively in all-capital letters.

As you have seen throughout your life, corporations spell their trade names in any format, in any assemblage of letters—set in capitals, in lower case only, intentionality misspelled, with numerals, and even arbitrary, non-lingual symbols—that they wish: "SUNOCO," "citibank," "U-HAUL," "Office DEPOT," "HONDA," "FOOD 4 LESS," "RITE AID Pharmacy," "Kmart," "Toys '9' Us," "HEWLETT PACKARD," "4-Day TIRE STORES," "VISA," "YAMAHA," "SEARS," "COMPAQ," "Toys 4 Tots," "STATE WARM INSURANCE," "Sav-on DRUGS," etc.

Construction of these man-made, corporate trade names is not restricted by the bounds of English grammar and the prescriptions of law because they are fanciful trade names, one-of-a-kind objects of intellectual property in themselves, and signify a unique, artificial person, a legal entity distinct from all others. Even your personal-computer spellchecker acknowledges this fact (type in any random set of upper- and lower-case letters on your screen and verify spelling; then change all letters into capitals and verify spelling again: no error will be indicated). Names constructed outside the bounds of English grammar and the prescriptions of law are corporate/corporately colored trade names. Legally speaking, there is a term that identifies such entities: "ens legis," defined as follows:

**“Ens legis.** L. Lat. A creature of the law; an artificial being, as contrasted with a natural person. Applied to corporations, considered as deriving their existence entirely from the law.” Black’s Law Dictionary, Fourth Edition, 1951, hereinafter “Black’s 4<sup>th</sup>.”

A trade name can also be trademarked, service-marked, and copyrighted by the owner for the purpose of restricting others from unauthorized use and unjust enrichment at the expense of the party/parties that invested in and built up the good name and reputation (good will) of said trade name in the public mind. Statutory entities must follow statutory law in such matters. Living, breathing, flesh-and-blood men and women, on the other hand, need only claim/assert their copyright under the common law.

“Common Law. As distinguished from law created by the enactment of legislatures, the common law comprises the body of those principles and rules of action, relating to the government and security of persons and property, which derive their authority solely from usages and customs of immemorial antiquity, or from the judgments and decrees of the courts recognizing, affirming, and enforcing such usages and customs; and, in this sense, particularly the ancient, unwritten law of England.” Black’s 4<sup>th</sup>.

## Meet Your Alter Ego<sup>17</sup>

Everything has two inherent aspects: its physical/mental/spiritual manifestation, and the abstract label describing it. This situation is characterized in semantics as the difference between the territory and the map, i.e., the thing and its label. Whereas water is tangible and can actually be experienced by the senses, the word “water” is only a symbol, an abstraction of the mind, and cannot be experienced, i.e. one cannot drink the word water.

The mind is capable of imagining unlimited varieties and configurations of abstractions. These include non-tangible concepts and mental constructs such as “the people,” “nation,” “corporation,” “limited liability,” “trust,” and “government”—all entities *ens legis*. Other legal terms describing fictitious entities are “**person**”<sup>18</sup> and “artificial person.” Such cannot be seen, nor touched, nor heard. Proper names set in all-capital letters, such as the one appearing on your driver license, are trade names and signify artificial persons. Your name in all-capital letters is no different from that of any other corporate trade name and signifies a legal entity separate and distinct from you, the living, breathing man/woman.

---

<sup>17</sup> **Alter ego:** A second self; an inseparable friend.

<sup>18</sup> In law, a “**person**” is not flesh-and-blood, but artificial—a creature of law or contract, i.e. the contractual aspect of an actual man/woman, such as a “citizen,” “driver,” and “officer of a corporation”.



The corporate, banking, taxation, legal, and governmental communities, collectively the “industrial community,” use this name exclusively when conducting business with you. Via this name and solely because of this special name all manner of goods and services are conveyed/transmitted<sup>19</sup> for your benefit by all artificial-person entities ens legis in’ the industrial community. Such can interface with your straw man's all-caps TRADE NAME

because all involved/interested parties are artificial persons. Your role (as a man/woman) in this scheme will be revealed shortly, but at this point in the discussion you are inextricably linked with your all-caps STRAW MAN.

Your alter-ego, straw man is defined as a “front,” a third party put up in name only for the purpose of taking part in a transaction, i.e. a mere nominal party in a transaction. The legal term describing such an entity is “stramineus homo,” a Latin term defined as follows:

**“A man of straw, one of no substance, put forward. as bail<sup>20</sup> or surety<sup>21</sup>.” Black's Law Dictionary, First Edition, 1891, hereinafter “Black's 1<sup>st</sup>.”**

A nominal-party straw man can be very useful because its creator can then accomplish things in the name of the straw man that would not otherwise be permitted—e.g., secretly acquire property, do business with one’s enemies, etc. A creator always puts forth a straw man for self-serving purposes and is normally the only one that knows the true nature of the straw man. outsider parties in a transaction usually believe that the straw-man party is unaffiliated with other parties in the transaction, thereby giving the creator the advantage of an “extra man on the field.”

When your true name, written in accordance with the rules of English grammar and the prescriptions of law, is corrupted into an all-capital-letters format, a mutant straw mans<sup>22</sup> is created. The new all-caps NAME is a legal entity (corporate/corporately colored) distinct from you and is the only type of “person” with whom government, courts, taxmen, banks, and corporations will, in fact can, do business. If you do not believe this, just examine the documents you receive from these types of organizations (i.e., Social Security card, court records, credit cards, tax bills, permits, driver license, passport, bank statements, etc.). All name-entries are set in capitals exclusively—with the occasional exception of upper- and lower-case abbreviations, i.e., initials, etc., and them usually only in correspondence. When some corporate/governmental entity is coming after you for payment you will never see your true name listed as the account holder (initial letters only capitalized) in the caption of their legal briefs only the TRADE NAME of your straw man. Why? This is the only way they can do business—and that is exactly and only what it is: business.

Many grammar books and legal publications identify permissible methods<sup>23</sup> for displaying proper nouns (names), one of which is the U.S. Government style manual, A Manual of Style (2000). Chapter 17, “Court-work,” spells out with examples acceptable ways for presenting names, 52 variations in all, and never once recommends an all-caps name format in court paperwork. Despite the conspicuous absence of such mandate, the caption of every single federal (and state, county, and city) court brief—without exception contains name of plaintiff and defendant, petitioner and respondent, etc. in all-capital-letter-format exclusively. Since there is no legal authority requiring that proper nouns/names be set in capital letters, why is this practice permitted, indeed enforced, excluding all others?

The people of the world have been politically and financially ravaged because they do not know of their alter-ego, public-persona STRAW MAN. Bankrupt governments covertly create and use such straw men—TRADE NAMES, actually—for .the purpose of “doing business” with said TRADE NAMES (without ever openly disclosing the practice) and siphoning wealth from otherwise sovereign men and women and conveying such proceeds into the coffers of their creditors, the masters of the Federal Reserve/IMF syndicate.

---

<sup>19</sup> For a brief but thorough explanation of this phenomenon, see *transmitting utility* in Glossary.

<sup>20</sup> **Bail:** One who becomes the surety [see footnote immediately below] for the appearance of the defendant in court.

<sup>21</sup> **Surety:** A person who is primarily liable for the payment of another's debt or the performance of another's obligation.” Black's Law Dictionary, Seventh Edition, 1990.

<sup>22</sup> Likewise, any other upper- and lower-case alteration/abbreviation of the true name, e.g. John H. Doe, John Doe; J. H. Doe, etc. is also a straw man. Your true name is just that: your true name. Anything else, at least as regards the industrial community, is a straw man.

<sup>23</sup> For a comprehensive, unimpeachable treatment of this subject, see “Memorandum of Law on the Name” in Appendix.

After **Redemption**,<sup>24</sup> i.e. after redeeming/reclaiming your intellectual-property all caps straw-man TRADE NAME, you can use the straw man for your own benefit, rather than endure its continued economic exploitation and the concomitant<sup>25</sup> economic subjugation associated therewith.

### Analyzing the Obvious

A landmark Supreme Court case of 1795, Penhallow v. Doane's Administrators (3 U.S. 54; 1 L.Ed. 57; 3 Dall. 54), defines governments succinctly: “governments are corporations.” inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The Imaginary- having neither actuality nor substance—is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. thereof, can concern itself with anything other than corporate, artificial persons and the contracts between them. One might immediately dispute this statement by pointing out that people are acted upon by agents of government and are regulated, fined, imprisoned, plundered, brutalized, and killed by government officials every day. True, but let us step back from the fray and take in the whole macrocosm that we call “modern civilization.”

It is fairly obvious that a thing created can never be greater than the creator that brought it into existence. Please follow along with this syllogism<sup>26</sup>.

- 1. God created Man, and rules over Man; therefore, Man can never be greater than, and can never rule over, God.**
- 2. Man created government, an artificial entity, as a service facility/slave; therefore, government can never be greater than, and can never rule over, Man.**
- 3. Government then created corporations and corporately colored entities (also artificial persons/slaves), for the purpose of ruling over them (collecting revenue); therefore, a corporation/corporately colored entity can never be greater than, and can never rule over, the government that brought it into existence.**
- 4. Therefore: a corporation/corporately colored entity can never be greater than/rule over government; can never be greater than/rule over Man; can never be greater than/rule over God.**

Despite the logic of this example, and as pointed out above, anyone can look around and see that the above hierarchy of rule is certainly not the case in America today, and likewise almost everywhere else.<sup>27</sup> Simple observation tells us that government rules over people, not the reverse.

---

<sup>24</sup> **Redemption:** The act of redeeming, or the state of being redeemed. Redeem: To recover from captivity or from total loss or alienation; hence to rescue in any way; deliver; ransom; as, to redeem goods from a pawnbroker, to redeem a nation. Funk & Wagnalls New Standard College Dictionary, 1947.

<sup>25</sup> **Concomitant:** Existing or occurring together; attendant.

<sup>26</sup> **Syllogism:** A logical scheme of a formal argument consisting of a major and minor premise and a conclusion, which must logically be true if the premises are true.

<sup>27</sup> One of only two inhabited jurisdiction on the planet where this is not the case is tiny Sark, a one-square mile island nation in the English Channel, and the societal paradigm most closely approximating utopia on this, the third orb from the dwarf star Sol: population: 550; average Sarkee net worth: approximately \$10-million USD; types of taxes: alcohol and tobacco only; number of tax collectors other than for alcohol and tobacco zero (curious taxmen are immediately arrested and placed in the dungeon, where they spend the night before being put on the first ferry off the island the next morning); other sources of government revenue: voluntary donations only (the only governmental revenue-raising project undertaken in the last 700 years was for two public toilets all proceeds were voluntarily donated); number of tax treaties with other countries: zero; non-member of International Monetary Fund; non-member of United Nations, government leaders: 1 Seneschal and 1 Seigneur; members of parliament: 40 freehold (in allodium—see **allodium** in Glossary) property holders; countries with visa-free-travel for Sark passport holders: 80 (most of all passports). There are only two other such politically uncontaminated jurisdictions on Earth: one is burgeoning at this writing and the other is uninhabited.

What is missing from the foregoing equation is the same thing that is missing in your awareness about your life: the existence of your straw-man TRADE NAME, plus your obligations coupled therewith. In the above example you, the man/woman, are described in categories 1 and 2. Your all-caps, ens-legis straw man falls in category 3, but till now you were not even aware of its existence at any level.

For purposes of ruling over flesh-and-blood people, such had to be somehow corralled into the artificial sphere, the only realm that government—being the slave of the sovereign men and women that created it—can dictate over. Here is the two-part, governmental artifice that facilitated this transformation. Government:

- (1) Corrupted the true names of sovereign men and women into corporately colored, “mirror image,” all-capital-letter TRADE NAMES at the lime of (falsely required”) registration<sup>28</sup> of the biological property via the birth certificate,<sup>29</sup> and omitted informing people of the creation of the new newly created, ens-legis, corporate franchise, “citizen of the United States”<sup>30</sup> TRADE NAME; and then
- (2) Deceived the flesh-and-blood men and women of the sovereign constituency into unwittingly “voluntarily” contracting as surety\* for the TRADE NAME, concealing from the victims their new status, but also heartlessly<sup>31</sup> enforcing the new obligations without benefit of explanation.

\*“Surety. A person who is primarily liable for the payment of another's debt or the performance of another's obligation.” Black's Law Dictionary, Seventh Edition, 1990; hereinafter “Black's 7th.”

The device and practice under “(1)” above, committed via an officially authorized subterfuge known as a legal fiction, “<sup>32</sup> opens the door so government actors can literally pretend a false reality into existence and then act on it without any obligation of notifying anyone about it. Under “(2),” actors in government have secretly created contracts of “Suretyship”—but without informing prospective sureties—thereby establishing an ongoing Machiavellian scheme whereby a sovereign man/woman can be treated as the equivalent of his/her inert, inanimate, artificial, paper-and-ink, corporately colored counterpart {STRAW MAN) once the mark (intended victim in a confidence game) has been suckered into the “contract.”

### Suretyship<sup>33</sup>

**Suretyship** is defined as:

“The legal relation that arises when one party assumes liability for a debt, default, or other failing of a second party”; and

“The liability of both parties begins simultaneously. In other words, under a contract of suretyship, a surety becomes a party to the principal obligation.” **Black's 7,**

**Suretyship** is further clarified as follows:

“The contract of suretyship may be entered into by all persons who are sui juris\*, and capable of entering into other contracts....” Bouvier's Law Dictionary, Sixth Edition, 1856, hereinafter “Bouvier's 6<sup>th</sup>.”

---

<sup>28</sup> Registration of anything is a voluntary act of surrender of custody of the property and the establishment of an account (that can be charged) in the name given.

<sup>29</sup> The birth certificate is the official security instrument for the property, i.e. the name, which held (in trust) by the custodian, the State Registrar, For specifics see **birth certificate** in Glossary.

<sup>30</sup> The all-caps TRADE NAME is a 14<sup>th</sup> Amendment, artificial-person, corporate-franchise “citizen of the United States,” the only kind of “U.S. citizen” existence as contrasted with an “American Citizen,” a sovereign, flesh-and-blood man/woman (see “The Demise of the American Constitutional Republic” in Appendix) as well as an “individual,” i.e. “U.S. Government employee” (see individual in Glossary).

<sup>31</sup> For an entertaining perspective on the heartless nature of commerce, see **Wizard of Oz, The** in Glossary.

<sup>32</sup> **Legal fiction:** “Something assumed in law to be fact irrespective of the truth or accuracy of that assumption.” Merriam-Webster's Dictionary of Law (1996).

<sup>33</sup> For a comprehensive examination of this most significant of subjects concerning all “citizens of the United States,” see “The Curse of Co-Suretyship” in this section.

\*“*Sui juris*. Lat. Of his own right; possessing full social and civil right; not under any legal disability, or the power of another, or guardianship.” Black's 4<sup>th</sup>.

A surety is equally liable for the obligations of the principal he is bonded with. However, as you can see in the Bouvier's definition above, only a *sui juris* man/woman is capable of becoming a surety. Examining the definition of “*sui juris*” more closely, you can discover that this is an artfully watered-down, camouflaged term for the legal equivalent of a sovereign: Of his own right;...not under...the power of another...

Re suretyship, what this means is that, in the eyes of the law, only a *sui juris*, sovereign, self-governing, responsible man/woman possesses, and can exercise, full right and power, and is legally qualified and eligible, for being hoodwinked, conned, deceived, bamboozled, swindled, shafted, cheated, hornswoggled, defrauded, scammed, duped, tricked, trapped, and suckered into becoming a surety for his/her intangible, artificial, mirror-image, paper-and-ink, straw-man TRADE NAME.

Hence, the following inescapable conclusion:

**Were you not such a sovereign, self-governing, *sui juris*, responsible party in the first place, you could never become surety for anyone/anything else (STRAW MAN) anytime thereafter.**

Thus, we have uncovered the answer for the apparent conundrum cited above re government ruling over Man: a sovereign man/woman has the sovereign right and power for contracting away his/her sovereign rights and power if he/she, in his/her sovereign capacity, so chooses—otherwise legally known as an unconscionable bargain<sup>34</sup>, but “Business as usual” for the Legal Masters of the World. And your self-appointed rulers need only the minutest justification for inflicting the full fury of their wrath upon you. Until recently, all such “contracts” were secret, invisible, and unknown for everyone but the maa-haters that devised them and the hellhounds that enforce them. In your particular circumstance the artificial, all-caps STRAW MAN is the principal, and you, the living, breathing, flesh-and- blood man/woman, the unwitting surety.

### **The Underlying Con *Beneath* the Con**

Likely you are following this essay and have a good grasp of the concepts set forth so far and are interested in carrying forward and gaining more understanding about how these things apply in your life and what you can do about it. But let us digress for a moment.

A great number of Americans have figured out that the all-caps corruption of their true name is somehow being used against them, and we shall thoroughly address that issue momentarily. However, there is an even subtler con underway concerning the name, and it has been so well designed and orchestrated that almost no one has even conceived of the possibility of its existence. Although knowledge of this particular stratagem<sup>35</sup> is not necessary for application of the practical remedies contained herein, there is no surety in existence that cannot benefit from its revelation, no matter the degree of understanding. It reflects the very essence, basis, and nature of your position in American society.

Let us take two entities, one actual—the man/woman known as the king/queen of the State of Great Britain—and one artificial—the State of United States<sup>36</sup> (a sub-jurisdiction under aegis of the Crown, a front for the Legal Masters of the World)—and examine a peculiar right claimed by each. The sovereign in Great Britain must consent before he/she can be sued in the royal courts. United States, the “proclaimed sovereign”<sup>37</sup> on this side of the Atlantic, must also consent before it can become the subject of a lawsuit in its own courts:

---

<sup>34</sup> **Unconscionable bargain:** A contract which no man in his senses, not under delusion, would make, on the one hand, and which no fair and honest man would accept, on the other. Black's 1<sup>st</sup>.

<sup>35</sup> **Stratagem:** A maneuver designed to deceive or outwit an enemy in war; a deceptive scheme for obtaining an advantage.

<sup>36</sup> *United States* is a singular proper noun and represents a city-state domiciled in Washington, DC.

<sup>37</sup> This is a hoax perpetrated via the doctrine of legal fiction, i.e. pretending a false reality into existence. No artificial person can be sovereign/self-determined over anything. The sovereign in America is the sovereign constituency, i.e. the people, the American Citizens. See **sovereignty** in Glossary.

“The sovereign, whether the term be used with respect to a state or to the chief ruler of one, is accorded an immunity from suit in courts of justice. This doctrine obtains both in England and in this country.... It is a general rule that the sovereign cannot be sued in his own court without his consent...” From the definition of sovereign, Bouvier's 8<sup>th</sup>.

How is it that any such claim of right can be made by these parties? Why must we obtain permission before suing either of them? The answer for these questions reveals a tactical source-point of the current physical, mental, and spiritual dilemma facing mankind.

## “Appellation”

**Appellation**, a rather obscure word in the English language, is defined as follows:

“[a. Fr. *appellation* (13<sup>th</sup> c., ad. L. *appellation-em*, of action f. *appellāre* <to accost, address, call upon>...]

“I. Appealing, appeal [from O.Fr. *apeler*.] *Obs.*

“1. The action of appealing to a higher court or authority against the decision of an inferior one; the appeal so made...

“b. Ground of appeal, title, claim. *Obs. Rare.*

“2. *gen.* The action of appealing or calling on; entreaty, or earnest address. *Obs.*

“II. Callings, designation [from later Fr. *apeller*, or L. *appellāre*.]

“3. The action of calling by a name; nomenclature.

“4. A designation, name or title given: a. to a particular person or thing. “b. to a class: A descriptive or connotative name.” *The Oxford English Dictionary, 1971.*

“1. A name or title

“2. The act of naming or calling.” *Funk & Wagnalls Standard Dictionary of the English Language, Int' 1 Edition, 1958*

“Act of calling by a name;... a name or designation”-Webster's Collegiate Dictionary, Fifth Edition, 1947.

*Appellation* is spelled identically in both French and English. In French, the word means: “n.f. appealing, calling, naming, appellation.” *Cassell's French-English and English-French Dictionary.*

Though this word, has come our way through French, its ultimate origin is Latin: “*Appellāt o, ōnis*, f. accosting; appeal; calling by name; name, title; pronunciation.”

The word *accost* **appears** prominently in the Latin origin of *appellation* **and is defined as:**

“To speak to first; address;, greet...

“Manner or act of addressing; greeting.”

*Funk & Wagnalls Standard Dictionary of the English Language, Int' 1 Edition, 1958*

This and other French words made their way into the English-speaking world courtesy of the Norman French attorneys accompanying William of Normandy, a/k/a Duke of Normandy and William the Conqueror, following the inglorious Battle of Hastings (England) in the year 1066 A.D. The corrupted French dialect of the Normans was then immediately installed in the legal system, and Englishmen unlearned in the new language (i.e. nearly all) were thereby effectively foreclosed from any adequate legal defense of themselves and their property against the tyrant king's *esquires*<sup>38</sup> in the courts—and so experienced economic annihilation. As with many other impediments in the language of the legal system, Norman French attorneys are at the bottom of the obscurity of the word *appellation*, as well.

---

<sup>38</sup> **Esquire:** Attorney

Of the first four definitions of appellation in The Oxford English Dictionary, hereinafter “OED,” (the world's most respected lexical authority), we are told that three of them are obsolete (“obs.”); the only “valid” one being “1,” i.e. “The action of appealing to a higher court or authority against the decision of an inferior one; the appeal so made,” even though the so-called “obsolete” usages are in complete harmony with the only “modern” definition..

The reason proper usage of this word is labeled “obsolete” by the king's esquires on staff at OED; the reason this word is not defined in law dictionaries; the reason most people believe that an appellation is nothing but an archaic synonym for a name (e.g: “Christian appellation”); the reason people generally have a *reverse conceptual understanding* of the meaning of this obscure term is the same reason that Big Brother calls himself/itself a “sovereign,” and you, a “subject,” and why you must first obtain permission from the Crown/United States<sup>39</sup> before suing: political subjugation and compelled allegiance (another word with Norman French origins).

As can be seen from the etymologies and definitions above, *appellāt o* is the Latin root for “an appealing to,” “a calling out to,” “a pronouncing of a name/title,” “an accosting (a speaking to, addressing, greeting of another)”-the idea of a “name” is a secondary, derivative aspect. Consulting the original Latin meaning, and later French usage, the essence of an appellation is “the action of making an appeal/calling out/addressing another,” i.e. “an act for getting another's attention.” One makes contact with another by emitting an appellation, Even when considered as a name, an appellation is not a crippling, ball-and-chain claim on your existence; as a sovereign, your appellation is merely your cue/signal that someone is reaching out and desires communication from/with you. This is why the so-called “sovereigns,” the Crown and United States, require that their approval be obtained before suit is initiated: they evaluate the appellation and decide if they want it.

Sadly, most people have identified with their name and believe that when it is called they are obligated in responding as requested/ordered, as though use of the name somehow exerted control over their freedom of locomotion and disposition of their personal property. This is wrongheaded—but those who control the publishing of textbooks and newspapers and dictate over government, the media, and the legal system have nevertheless successfully inculcated<sup>40</sup> this infirmity into our collective consciousness.

A name is a piece of property—and can even be copyrighted. You are not your property/not your name. An appellation differs from a name in that it is something that originates with another: it is an earnest plea for communication. The so-called obsolete-definition “2” in the OED is the true, modern meaning of the term:

**“The action of appealing or calling on; entreaty, or earnest address.”**

Others use an appellation for addressing you, accosting you, calling out for you, making an appeal of you, and getting your attention—and what you do following such appeal is entirely your own choosing. This is as true for your neighbor down-the street as it is for an IRS agent. When someone makes an appellation for the purpose of taking Legal action against the Crown, the Crown takes note of the appellation and issues a decision. Any sovereign must agree that he can be sued and that he is liable before another can proceed against him—and this is true for any sovereign, including you, irrespective of any lack of awareness on your part of your own omnipotence.

People in America have lost sight of the fact that they are sovereigns and that nothing can be foisted upon them without their agreement. This is a fact of life, not an inverted truth of this text. No one can be legally victimized without his/her content: However, we have been beaten down by the legal system with such vehemence, taxed (robbed) with such righteous fervor, and brutalized and even killed by officers of our own government with such callous indifference for so long that people have lost sight of who the boss is and who the servant is—and who they really are.

---

<sup>39</sup> United States Inc. has long since waived immunity virtually across the boards based on corporate status and activity.

<sup>40</sup> **Inculcate:** To impress upon the mind by frequent and emphatic repetition, instill.

## The Wizard of OZ The 'Coded' Movie of What Really Happened to America

By Robert Kelly

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

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

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

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

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

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

That's right. After the bankruptcy, Kansas was no longer just plain old "Kansas," it was now "KS," an artificial corporate venue of the bankrupt United States, newly established "federal territory," part of the "Federal Zone," and Dorothy and Toto were in "this state" now. On her journey in this unfamiliar land, Dorothy meets up with three unusual 'characters,' each having certainly a different problem or aspect as portrayed on the silver-screen, but their true identity has been de-coded, and it follows!

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

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

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

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

The third character that Dorothy met was the Cowardly Lion, or "King of Beasts" and as the most feared of all animals in the jungle, was lacking "courage!" The Lion is symbolic of the once fearless American people, who have since lost their courage. Yes, there are a lot of "hot talkers" out there, just listen to your local radio talk shows. American men love to talk, but none have the **courage** to "DO" a damn thing! The American people are scared of the corporate Federal System and local revenue collectors, i.e., cops and judges in their so-called courtrooms (tribunals) of justice (commerce). After your first few go-arounds with the 'Just-Us' system, believing there was 'justice' in the courts, you probably lost some of your courage too. And you may have not known it, but the IRS has been dealing with only your 'Straw-man' (Debtor) strictly under the laws of Commerce and they are just like the Tin Man, heartless!

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

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

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

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

When the bankruptcy was declared in 1933, Americans were required (misdirected) to turn in all gold coin, gold bullion, and gold certificates by May 1st; known as "May Day" (the birthday of Communism in Bavaria in 1776, the birthday of the IRS, and celebrated worldwide as the "International Workers Holiday," a holy day to the Wizard and his tribe). Talking to people who were alive at that time, you may find out that the general sentiment toward such thievery bordered on a second revolution. Maybe it was just too much of a clue, or too much salt in the wound for Dorothy to be skipping down the "Yellow Brick Road" in a pair of "silver slippers," so that, for whatever reason, a color less likely to annoy or provoke was selected (i.e., red!).

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

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

Your new Social Security Card has a red serial number on the reverse, signifying the private- side 'bond/account' attached to the public side of your "Straw-man's" Social Security Account. For postal employees, red-sticker Registered Mail means "personal accountability" (private), all other mail carries "limited liability" (public). It is likely that the ruby slippers symbolized the American people with blood in their veins as opposed to "citizens of the United States," Straw- men with the counterfeit "corporate blood" of blue/black ink on a birth certificate.



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

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

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

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

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

Could "gentle" really mean "Gentile?" When Miss Gulch defied them to withhold Toto and "go against the law," dear old Aunt Em was relegated to "pushing the Party line" for Big Brother. She dutifully succumbed to the pressure and counseled Dorothy reluctantly. [Does this sound like most American people?] "We can't go against the law, Dorothy. I'm afraid poor Toto will have to go." When Dorothy refused to surrender Toto, Miss Gulch lashed out, "If you don't hand over that dog, I'll bring a damned suit that'll take your whole farm!"

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

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

But Dorothy and the others soon wised up and revealed the Wizard for what he was: a confidence man. Then, when asking the 'agent' (administrative agencies) about helping the Scarecrow/Straw-man, about "getting a brain," he gave the Straw-man a piece of paper and a diploma from a "university." The Wizard also cited "the land of .E Pluribus Unum, " which is Latin for 'one out of many,' i.e., converting the many into one New World Order, or *Novus Ordo Seclorum*, a Latin phrase placed on the American One Dollar Bill shortly after the bankruptcy. He also proudly revealed/confessed that he was: "Born and bred in the heart of the Western wilderness, an old Kansas man myself!" He gave the TIN man a 'ticker' (clock) to sound like a heart (but it was not!) and to the Lion, he gave a 'Medal' to signify that the Lion had courage. These all, of course, were mere trinkets in the Land of Oz - a fictional world of course! The bankers did pretty well in Europe, but as the Wizard pointed out, they made a killing in the "Western wilderness," i. e. America, with the theft of American gold, labor, and property. Quoting John D. Rockefeller: "...grateful and responsive rural folk" who populated the country at that time.

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

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

The actual reclaiming of your sovereignty, the remedy in today's bankrupt commercial world, is a process including a UCC- 1 Form to the Secretary of State, and a Charge Back Invoice with Bill of Exchange to the Secretary of the Treasury U.S., wherein you can take commercial control of your Straw-man (with a T.I.N. number) and charge up your UCC Contract Trust Account so that you can discharge the debt(s) of your debtor. Americans have intimate, firsthand knowledge of the heartless mechanics of the laws of commerce, religiously applied by the example of the unregistered foreign agents of the Internal Revenue Services. The IRS (accounting firm and collection agency for the private Federal Reserve Bank) was constituted under the UCC at its inception in 1954 and has been operating strictly in that realm ever since. And, as a side note, how was the wicked Witch destroyed? By accident, a bucket of 'water' (the true substance of all things, good and healthy - simple water [H2O] destroyed the 'evil' just like the 'O' in Ozone destroys virus and bacteria (cancer) did the oxygen in the water destroy the evil Witch!

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

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

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

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

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

---

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

"... Follow the yellow brick road... follow the yellow brick road... "  
.. ..... follow the money trail!

# Going Into Court

In a perfect (real) world, or in a perfectly real and just political/legal/economic system, there would not be many occasions where the common man would be required to appear in an administrative or a judicial forum and certainly not without an injured party willing to swear to firsthand knowledge of the facts. Unfortunately, in a world of fictions, as it is at the present time, many are being forced, under duress and threat of arrest, to appear before any number of quasi-judicial fiction forums for any number of crimes, violations, infractions, etc. of a fictional, commercial nature.

So, the task at hand in such a situation is to understand what is going on and to protect yourself as best as you are able. Critical to achieving the best results is to be perfectly clear what your goal is, and to keep our eyes on the goal amidst the physical, emotional, and intellectual turmoil that such a situation brings forth. We must understand that we can only control what is within our power to control, and that we personally cannot control the thoughts, words, or actions of another. What we can do is control our own attitudes, thoughts and actions, and the making of the record. Our posture, or the way we present ourselves is vital. Are we able to remain as men and woman of righteousness in a world of unrighteousness? Simple, but not that easy. As to the making of the record, keep in mind that in the vast majority of occasions the record made at the lowest level is the only record subject to review at any higher level. In other words, our ability to make the record to reflect the information that is vital to our well-being, at the initial hearings, is directly proportionate to the remedy that will be available to us, in any forum, for any violations of any rights and the misapplication of laws, statutes, rules, regulations, etc. The goal is to remain in honor and to make the record. The way to make the record is to stay "on point", to not be led into the myriad other matters that may arise in the heat of the moment. Knowledge is potential power, knowledge is made into effective power in individual circumstances by effective application of that knowledge. And now, on to the specific knowledge relevant to survival and success in the commercial fiction venues for settlement of disputes (the courts).

Again, it must be emphasized that this is not presented as legal advice specific to any particular individual or proceeding, but is offered as general information for educational purposes. It is up to each man or woman to determine the benefit to themselves in any specific application of any information presented in any specific manner. With freedom comes responsibility. You are responsible for your own choices and actions.

## GOING INTO COURT:

The judge either calls out your name, or asks you to reveal who you are. The judge is referring to the all-caps 'person' (legal fiction) but you are unaware of this, even though this person's name is on every piece of identification that you have ever received, every bill that has come to your home, and every legal instrument that was created on your behalf, so you admit to being that 'person' and step into the jurisdiction of the court. So, you may want to ask the man behind the bench; Sir, may I have your Name? ... thank you, Mr. Smith (or whatever!), then state into the record as you either cross the bar or upon the judge calling out your Debtors name; "I am \_\_\_\_\_, the secured party creditor/third party intervener in respect to this matter over title to the property."

The judge then reads the 'commercial' charges and asks you to make a plea ... in behalf of the debtor/defendant - the fiction/Ens legis. NOTE: If you plead guilty, you waive your rights and accept the full liability and may have to sign (consent) a confession. Having been trained all your life to acquiesce to authority figures, your willingness to sign and accept your fine/punishment without ever asking if your signature is mandatory or voluntary. If this is a criminal matter the judge is very interested that you are well represented by a class of commercial contractors called Attorneys. The judge may say, "If you can't afford one, one will be appointed to represent you for 'free'". Don't believe that one - you will be presented with a contract to sign to agree to pay for the attorney!

The attorney is an 'officer' of the court. However, you have been seduced into thinking that the attorney's first loyalty is to you, but as an officer of the court, their first and sole allegiance is to the court - not you! The attorney can promise you nothing, and that is exactly what he will help you get. Of course, if you hire or accept an attorney, you become a 'ward of the state', an incompetent, a lunatic of unsound mind. '

**NOTE:** if compelled, to plea "not guilty", you still imply you're guilty but will allow the judge or 'show' jury to decide the matter, but you have then already agreed to accept the liability and the decision of the court and now ... the stage is now set.

If You go away with an attorney and he's to prepare your "argument" and "defense," beware that he will **not prepare an appropriate affidavit of the facts**, or know an appropriate defense for why you are not liable for the charges against your Debtor.

On the day of your next court appearance, the attorney will help you argue your case. The judge may ask you questions through the attorney, and you may be called to testify. With the attorney there, you are not allowed to speak for yourself. By testifying and arguing you will be giving substance to the controversy and to all the fictions in the courtroom. In this way you will be admitting your guilt. This will be a slam dunk for the attorney and a slam dunk for the court system.

If an attorney is forced upon you, you might ask the attorney, "Can you represent me in my private capacity?" The answer will most likely be "No I cannot!" Which is admission that the attorney is **ONLY THERE TO REPRESENT THE COMMERCIAL FICTION – YOUR DEBTOR!** The so-called defense is for appearance only, before being found guilty, imposing a fine or handing you over to one of the biggest growth industries in America, the police state/prison system ... irrespective of not being subject to the statute!

Prior to going into court, one should do the CAFV first (see Section 5, The Private Administrative Process), then at the arraignment or hearing, there are questions and statements of fact that are important to make "on the record" in the hearing. However, in the event the judge moves forward, utilize the following original 'Three Magic Questions (as they have been called!) ... plus, there's an additional one!

Often, they will attempt to evade their responsibility of answering these legitimate questions. In such a situation one could repeat the question and/or ask if they are refusing to answer the question. (Remember, you are making the record.) Also, some choose to preface their questions before the court with the phrase "Without dishonor", followed by the question. The intention is to establish that there is no intention to be presumed to be acting dishonorably or in a contemptuous manner.

- 1) Question to the magistrate or judge, **"May I have your name please?"**
- 2) Question to the judge; **"Do you have a claim against me?"**
- 3) Question to the judge, **"Do you know of anyone who has a claim against me?"**

Repeat the same to the prosecutor! The prosecutor really is the only one who could have a claim against you ... if you were subject to the statute!

- 4) Question to the open court (or one could face the gallery, and ask; **"Does anyone present here today have a claim against me?"**
- 5) Statement to the judge, **"As it appears that there is no legitimate claim presented, there is no public business before the court. I request that the order of the court be released to me at this time so that I may be free to go"**

And an additional verbal question might be **"Will the court compel the prosecutor to produce the evidence of my liability to the statute?"**

Understand that there are any number of ways that any particular magistrate, judge (no, they are not the same), or prosecutor may respond to these questions. Remember, your question and the CAFV is your private process to obtain **DISCOVERY!** That does not mean that the questions are not valid, or that whatever they might say in response may only be to distract or evade. The reality in the system as it is that the agents are saying and doing all sorts of things that are beyond their lawful authority (ultra vires), if there is misapplication of the statute.

It is vital that however the actors respond to you, be it silence, angry outbursts, or threats of being found in contempt, that one remains calm and on point. Do not be dragged down to their level of interaction. An example of how one could respond to such outbursts and threats is, "Excuse me, it is not my intention to be contemptuous (or dishonorable). I am only trying to protect my interests here. It is important that I determine if there is a claim against me and who is responsible for bringing the claim. Do you have a claim against me?" If there is not a direct response to the question, then in effect, by their 'general acquiescence' they are all in agreement!

Some have, in response to a direct threat from the court (i.e.; "If you say that again. I am going to find you in contempt and remand you to custody") have asked questions such as, "What will the nature of the contempt be?" (Civil, criminal, or the inherent power of the court to enforce its internal policy and procedure) or "Is it the purpose of this court to abuse me?" or "Are you refusing to permit me to know if there is a legitimate claim before this court?" or "Are you refusing to inform me of the nature of the claim in this matter?" At every opportunity, attempt to have the order of the court released to you.

The above steps are new to most people reading this book. Read, study, memorize the questions, statements, etc. Prepare as best you can. **DO THE BEST YOU CAN!** Learn from the past, learn from your mistakes. Proceed down the path you have chosen. If the court, judge, prosecutor, etc., misapplies the law, statute, code, etc., your only remedy is Tort... and if you do not exercise that 'exclusive' remedy, you allow 'them' to continue to misapply their private statutes to injure and harm many others out there!

Many actors in the system seem to be drunk with power and have more guts than brains. Many are willing to "cut off their nose to spite their face" rather than be faced with having to acknowledge any limit to their authority. Whatever they might say or do under the circumstances, it is clearly established that if they exceed the bounds of their authority (**misapplication of the statute**) their orders, judgments, pronouncements, etc. are void, and it is possible that they may be called into account for such actions. **UNDERSTAND They will do whatever want to do ...** you the sovereign, must do what have to do! The sovereign must exercise his/her 'exclusive' remedy... TORT... for that misapplication of the statute.

**ALSO**, keep in mind in any matter, where you may have been arrested to any quasi- criminal court matter, from traffic tickets to serious criminal matters, the jail and the court will attempt to lure you into a contract. In the majority of cases, anything you sign on the public side will be a contract. Signatures will generally be requested on your booking form, for picture and fingerprint, and at the time your personal property is checked into the jail. When you are solicited for the purpose of making a statement or providing your signature, state clearly that you do not consent to it. If you are pressured, ask the question, "Is signing this mandatory or voluntary." If they insist that it is mandatory, ask them to "show you the law". If they don't show it, tell them that "you will wait for them to bring it to you. Failing this, if threatened with physical harm, announce to them that you are signing under duress. Before you sign your name, write above the line where your signature goes "Without Prejudice". This will reserve your rights. If the form is refused and they give you a new one, sign it the same way. When signatures are requested ask the question "is my signature mandatory or voluntary."

### Achilles' Heel, is "You"

Who "you" are, is no longer the question.

The question is, who "IS" you. The word "you" gets more people into trouble than any other word currently utilized within our legal and financial systems.

It is virtually impossible to fully explain the proper grammatical usage of the word "you", insofar as proper English is concerned.

Wikipedia: **You** (stressed /'juː/; unstressed /jə/) is the [second-person personal pronoun](#) in [Modern English](#). *Ye* was the original [nominative](#) form; the oblique/objective form is *you* (functioning originally as both [accusative](#) and [dative](#)), and the possessive is *your* or *yours*.

YourDictionary.com: you (yōō)

pronoun pl. [you](#)

1. the person to whom one is speaking or writing: personal pronoun in the second person (sing. & pl.): *you* is the nominative and objective form (sing. & pl.), *yours* the possessive (sing. & pl.), and *yourself* (sing.) and *yourselves* (pl.) the reflexive and intensive; *your* is the possessive pronominal adjective
2. any person: equivalent in sense to indefinite *one*: ***you can never be sure!***

Note: Though **you** is properly a **plural**, it is in all ordinary discourse used also in addressing a **single** person, yet properly always with a **plural** verb. (*No confusion here!*)

Loosely, the word “you” is a pronoun, that cannot be properly grammatically used according to English language rules. When spoken, “you” is commonly heard by everyone present, as if it were being addressed to each of them, individually, in a singular sense. We erroneously hear a singular inclination of the properly plural expression, as in one speaking to a group and saying; “I’m happy to share this with you.”

Properly, “you” is indeed “plural”, yet the word “you” is often spoken as if it were in reference to a singular man or woman. In such instances, the word “you” induces a natural inclination for everyone in an audience to hear it as being addressed singularly to a specific individual within that audience, particularly if the word “you” follows an antecedent noun; as in one speaking to that same group, and saying; “Yes George, I’m happy to share this with you.”

In “law”, this word “you”, is properly utilized in all ordinary legal discourse when addressing the singular mind (or the single party with volition) within the plural-nature-construct of a PERSON. The PERSON being comprised of a man that answers for, or is liable for that PERSON, and the corporate entity that IS that PERSON. In this sense, addressing a PERSON, as “you”, is actually as close to a proper use of the word “you”, as anyone could imagine.

Thus, the personal pronoun “you”, being both singular and plural, properly addresses the essential plural nature of the single PERSON entity. The key to benefiting from this, is to grasp who the correct (plural) components are within that single PERSON entity.

### **So here are some thought provoking examples:**

A judge might say; “Mr. John Smith, I find “you” guilty.” The question arises, then; “who” is this particular “you”, considering “you” is plural?

The answer may well be in the judge’s next question; “Mr. Smith, do “you” have anything to say?” Notice, the judge is not properly asking if Mr. John Smith has anything to say, he is rather improperly asking John Smith, if “you” has anything to say. Thus, whoever answers, voluntarily defines himself as being in joinder with “you”, and concurrently accepts the guilty verdict, for the PERSON, Mr. Smith.

Check out any court transcripts you can find, and in not one instance, will you ever find an example of a judge saying; “I find you, Mr. John Smith, guilty.”

Likewise, find someone high up in the banking system that alleges that “you” owe their bank money. You will NEVER get them to say “John Smith owes \$XXXX to this bank and therefore John Smith must pay \$XXXX to this bank.” Rather they will only always ever say something like; “You owe \$XXXX to this bank, therefore you must pay \$XXXX to this bank.” Even a judge’s order will say something like; “John Smith, I order “you” to pay”.

Even when asked directly to just repeat, “John Smith owes \$XXXX to their bank”, they will either terminate the conversation, or continue to ask; “are you John Smith?”, and when you respond with “yes”, they repeat that “then you owe \$XXX to their bank.” When asked directly while on a telephone conversation, if they intend to continue to refuse to say, “John Smith owes \$XXXX to their bank”, they generally just get angry and hang up.

**I guess we all should be looking for “you”, since “you” is the one, and apparently the only one, that can be found guilty, or that must pay whatever is owed. Check out collection notices. Again, it is always “you” that must pay, or action will be taken against “you”.**

This is not just silly grammar, and there is good reason to explain it this way. Okay, here is why. “You”, in legal and financial discourse (*which differs from otherwise “normal” language*), refers to the duality inherent within, and of, the party that is liable for the essential plural nature of the single PERSON-corporate-entity, or who at least is prepared to volunteer to accept responsibility and or liability thereto. The PERSON, a.k.a., the Estate, is at a minimum, comprised of a decedent, and an Executor, hence the duality/plurality of its nature, which justifies correctly addressing it with the inherent plurality of the word, “you”.

You see, a PERSON, without its Executor, has no volition, and thus cannot answer to anyone, judge or banker included. Only a man can answer. The problem arises in that men are outside, or above the jurisdiction of judges and bankers; i.e., “only a PERSON may commit an offence”. Hence a judge will not ask a man per se, nor will he ask the PERSON to answer, he will only ask “you” to answer, in hopes that a man will volunteer to respond as and for the plural “you” - the PERSON. He also knows very well that he cannot directly ask the PERSON to answer, because a PERSON is a fiction entity, a.k.a. corporate being without volition, and cannot answer.

Judges and bankers also know that all PERSONS are domiciled offshore (*corporate bodies registered in foreign jurisdictions*), hence they have no domestic jurisdiction over those PERSONS. Therefore it would be futile to find a PERSON guilty, or to attempt to force a PERSON to pay a debt, or to pay taxes. Who paid the tax in the Messiah's day? Well, not the sons, or the domestic ones, but rather the Strangers and the foreigners. Thus, the CRA collects the tax, a.k.a., they *re-venue it*, from a PERSON domiciled in a foreign jurisdiction so they can comply with scripture.

Hence it is not futile to find a man to volunteer to be "you", because "you" can indeed, be found guilty, and "you" can be ordered to pay debts and taxes, and in most cases, historically at least, "you" has very obediently served the sentences and paid the debts and the taxes for, and as, the foreign PERSONS. And besides, only a "you", a.k.a., a man acting concurrently as a man and as a decedent, within the construct of a PERSON, can answer a question, or pay a debt or taxes, or cause them to be paid, for, as, or on behalf of that foreign PERSON.

Many have heard that "sometimes" when a man informs the judge, that the judge has been appointed as "Trustee", the judge will dismiss the case, but not always. "You" is also directly related to the reason for this seemingly inconsistent behavior.

In truth, the PERSON is legally considered an Estate for a "decedent". This decedent, or dead man, constitutes the basis, or claim of right to the property of the Estate, a.k.a., PERSON. Only an Executor of an Estate can make appointments, such as those of Trustee or Beneficiary. If a man appoints a judge as the Trustee, then initially, the judge will correctly presume that you, the man (*not "you" the PERSON*), has assumed your rightful role as Executor of the subject Estate. And unless the judge can trick you, the man into admitting that you, the man is not the Executor, without asking you, the man directly, the judge will continue on this presumption, and dismiss the case against the plural "you", the PERSON.

**The judge knows that if you, the man, is the Executor, that you, the man can indeed appoint him as Trustee, and concurrently hold him liable, as a Trustee. However, if "you", the mistaken man, claims to be, or lets himself be tricked by the judge, into being something like a Grantor, or a Beneficiary, of an undefined, or allegedly undisclosed, or implied Trust (*as opposed to Executor of the subject Estate*), then the judge will rapidly find "you" the PERSON, guilty, because he will then re-place himself as *de facto* Executor.**

Oh, and get over the false and silly idea that it matters, or that the court even cares whether or not you, the man writes the name of the PERSON's Estate in all capital letters, a combination of upper and lower case letters, or Chinese symbols.

It DOES NOT MATTER. The PERSON is still defined as an Estate of a decedent, registered in a foreign jurisdiction, regardless of how you write it's name. "You" can, and more importantly you do make joinder with the PERSON's Estate, regardless of how its name is written, simply when, and by answering to, "you".

**Inasmuch as I am me, who is "you"?**

### **THEY MUST GET YOUR CONSENT...**

to proceed in their jurisdiction, to being prosecuted and they need your **CONSENT** ... to pay a fine or go to jail!

It is suggested that if whenever you are presented with a paper to sign in relation to a judgment, fine, or dealing with incarceration... ask the question;

**"Is my signature on this document mandatory or voluntary?"**

If whomever answers "Mandatory,"

Your reply would be ... **"Please show me the law that I must sign!"**

If they answer that your signature is "voluntary,"

Your reply would be ... **"I do not wish to volunteer to sign!"**

At that point, you decide what to do next! In some case, people have just walked out of the room. Just do not succumb by their pressure to

Many are 'conditioned ' to believe that if they go to the 'Courts, ' that they'll get a fair trial. That they will have justice and better yet, that they will get a remedy. While 1% might 'win,' we think it wise to disclose the following ... take heed:

## General Immunity Pertaining to Prosecutors, Judges and Government Agents

1. Prosecutor may violate civil rights in initiating prosecution and presenting case ... - United States Supreme Court in **Imbler v. Pachtman**, 424 U.S. 409 (1976)
2. Immunity extends to all activities closely associated with litigation or potential litigation ... - Second Circuit Federal Court of Appeal in Davis v. Grusemeyer, 996 F.2d 617 (1993)
3. Prosecutor may knowingly use false testimony and suppress evidence ... -United States Supreme Court in Imbler v. Pachtman, 424 U.S. 409 (1976)
4. Prosecutor may file charges without any investigation ... - Eighth Circuit Federal Court of Appeal in **Myers v. Morris** 810 F.2d 1337 (1986)
5. Prosecutor may file charges outside of his jurisdiction ... - Eighth Circuit Federal Court of appeal in **Myers v. Morris** 840 F.2d 1337 (1986)
6. Prosecutor may knowingly offer perjured testimony ... - Ninth Circuit Federal Court of Appeal in **Jones v. Shankland**, 800 F.2d 310 (1987)
7. Prosecutor can suppress exculpatory (to clear from fault or guilt) evidence... - Fifth Circuit Federal Court of Appeal in **Henzel v. Gertstein**, 608 F.2d 654 (1979)
8. Prosecutors are immune from lawsuit for conspiring with judges to determine outcome of judicial proceedings ... -Ninth Circuit Federal Court of Appeal in **Ashelman v. Pope**, 793 E.2d 1072 (1986)
9. Prosecutor may knowingly file charges against innocent persons for a crime that never occurred ... -Tenth Circuit Federal Court of Appeal in **Norton v. Liddell**, 620 F.2d 1375 (1980)

This is what the United State calls "Equal Justice under the Law" ... and certainly, every man is equal before the law! And since you have no agreement/contract with the Feds, the State, etc., to bargain for your rights or to protect what you believe is your rights, and you have no agreement with the court, how do you perceive or believe that you will obtain justice or a remedy in their courts? Maybe you'd better get your head out of the sand and face reality!  
**THERE IS NO JUSTICE IN THEIR COURTS**

This above research is provided for those in the Movement who believe that any Attorney can be trusted when faced from the opposition of Prosecution when their first duty is to the Court [Vol. 7, Sub-Heading Attorney-Client Section 2-4], then the Public Corporation known as the United States [28 U.S.c.A. 3002( 15)(A)] per definition of Dolus bonus, dolus malus, wherein the attorneys and the *Court may commit legal fraud to control those of unsound mind as Wards of the Court* at page 483 ; Black' s Law 6th Ed.

But you are not a class one ostrich, having your head stuck in the sand, you are on the path! You have been paying attention. You are beginning to unravel the mysteries of the matrix, moving forward to achieve the status of Secured Party Creditor. You are no longer destined to suffer the fate of the ostrich with the courts and the system. You understand the true nature of the commercial scheme and the 'contracts' with government and the 'adhesion' contracts that do not exist to bind you to the 'social compact,' and you'll begin to learn to ask all the right questions, questions that they can never answer without revealing their hand, questions that will, by their silence or refusal, will be seen and taken as their 'general acquiescence' to allow you to remain on top, as the sovereign, secured party creditor.

"All that government does and provides legitimately is in pursuit of its duty to provide protection for private rights (Wynhammer v. People, 13 NY 378), ... which duty is a debt owed to its creator, WE TH E PEOPLE and the private un-enfranchised individual, which debt and duty is never extinguished nor discharged, and is perpetual. No matter what the government/state provides for us in manner of convenience and safety, the un-enfranchised individual owes nothing to the government." Hale v. Hinkel, 201 U.S. 43 @ pg. 74 (1905)



## COURTROOM STRATEGIES

Now that we have laid the groundwork and (we hope) you understand the rules of the engagement, let's set some 'other' specific strategies for use in the courtroom. It's best to keep dialog in any courtroom encounter to a minimum. Clear, concise, statements and closed ended questions that can be answered with a yes or no are best.

However, the following six questions are good to control most courtroom encounters. They are simple and will generally solicit a predictable and reliable response. Remember, to ask questions is to 'demur', to answer questions is to 'traverse' (testify !) and you are not there to testify ! It is recommended that you memorize, and roll play the statements and questions with a partner until you feel that you can remember and deliver them under pressure while you're managing your adrenalin pumping. The more disagreeable your training partner is, the more your responses will be tested. It is far better to draw a blank expression in a training session, than when you're facing a court judge- you will lose control of the dialog if you are unable to martial a capable response. Questions are:

1. **Do you have a claim against me?** (as covered above!)
2. **Are you asking me to testify?**
3. **I'm here to exchange the exemption and a guilty plea to the facts, for the bond.**
4. **I am not here to dispute the facts**
5. **What is my liability or nexus to the statutes?**
6. **I accept your offer for value on proof of claim that the state Constitution operates upon me, by and through the state legislature, by and through the state statutes.**
7. **I stipulate to all the facts and accept and return the same for full settlement and closure in the transaction.**
8. **I take exception to all matters raised in these proceeding.**
9. **I don't understand, I'm not signing anything, and I don't consent to being incarcerated (usually stated at sentencing!)**

A name is a piece of property; it is not the living, breathing, flesh-and-blood man associated therewith. When someone asks for your name---and you give it to him---you voluntarily surrender your property and consensually agree with whatever he wants to do with it. In the case of a judge, this can be extremely dangerous. All the different names you have gone by throughout your life are simply means of addressing you, ways of calling you, and have no more importance than you accord them. If you choose to respond when someone uses your property (your common-law-copyrighted name) to get your attention, and then go into contract, that is your sovereign, self-determined choice: Take a look at the following exchange (“Judge” could just as easily be replaced with “Officer,” “Detective,” “Agent,” etc.):

**Judge:           What is your name?**

Sovereign:       No, it is not.

**Judge:           What do you mean?**

Sovereign:       I mean “What” is not my name.

**Judge:           I am asking for your name.**

Sovereign:       Well, I have lots of names. Which one are you talking about?

**Judge:           I’m talking about your real name. What is it?**

Sovereign:       My parents call me “son,” my friends call me “Lefty,” and my dog calls me “Woof!” these names are very real to me, and I usually respond to each. What name are you interested in?

**Judge:           I'm not interested in playing word games with you; and you will show respect for this court!  
Are you “JOHN HENRYDOE”?**

Sovereign: The name you just mentioned is a common-law-copyrighted property, and I am the owner of that particular property. In fact, I have given public notice of my ownership of that property by publishing in the newspaper. If you want to use that piece of property again, I need to inform you that there is a fee for its use, set forth in the Copyright Notice, and it's a fairly steep fee, but I will waive the charge you just incurred if you elect not to use it again. What would you like to do?

**Judge: I don't know what you think you're doing, Mister, but you're about to get into deep trouble."**

Sovereign: "Mister" is not a name of mine.

**Judge: Look, whatever-your-name-is, I am commanding you to identify yourself or be held in contempt of court! Bailiff!**

Sovereign: I apologize for any misunderstanding, because it is certainly not my intention to show contempt for this court. I am only interested in protecting my property rights. Are you commanding me to surrender my private property for your use without compensating me?

**Judge: I most certainly am not; I am merely asking for your name.**

Sovereign: Well, my name is my property and I do not give away any of my names for the use of others without being compensated in accordance with the use-fees as published in my Copyright Notice. As far as I can tell, the only reason you want the name is to use it so the court can make money. Is that correct?

**Judge: That is not correct! I need to know who you are so we can proceed with the business of the court.**

Sovereign: You bring up a good point: If you do not know who I am, then why do you want you do business with me, and why are we here?

**Judge: You are testing the limits of my patience, sir. GIVE ME YOUR NAME!**

Sovereign: You want to know what to call me?

**Judge: That would do fine.**

Sovereign: You can call me "Secured Party."

**Judge: This is not going to go on much longer, my friend! Very well, Mr. Secured Party. Where do you live?**

Sovereign: I live within the confines of my skin.

**Judge: (Dropping his head into his hands, slapping his forehead with both palms, then looking up.) WHAT IS YOUR ADORESS?**

Sovereign. I don't have an address. See for yourself (slowly goes a 360° spin, arms held away from body).

**Judge: Where do you sleep at night?**

Sovereign: In a bed, usually. Sometimes, in a sleeping bag.

**Judge: I mean, which building do you sleep in at night.**

Sovereign: Like I said, I don't sleep in a building. I sleep in a bed.

**Judge: Sir, Secured Party, whoever you are...you can have a seat over there and we will take this up after lunch!**

Nothing got started, and nothing ever got started, even after lunch. The sovereign was truthful and respectful the whole time and he never gave away his private property for the use of the courts (who would open an account and lodge pecuniary<sup>41</sup> charges in it). The sovereign kept his cool because he knew that the only thing the judge wanted him to do was voluntarily surrender his private property for the use of the court—without compensation. The judge knew that the sovereign understood what was happening, and so gave up. Once you understand that this is all that is going on in a courtroom (and elsewhere), then you will be able to think on your feet and make the right moves, too.

---

<sup>41</sup> **Pecuniary:** Of or relating to money.

The world runs on the initiative of about 5% of the people (target audience of this manual); the rest need orders. The consensus of the other 95% on the subject of one's relationship with government, banks, tax agencies, courts, and corporations (all separate realms) is defective in that such inert abstractions have been accorded superiority over living beings. Governments are transitory mental contrivances set up by the clever few for the purpose of living off the efforts of the trusting many—a generalization, yes, but also the truth.

That you may have, at some point, lost sight of the fact that you are sovereign is not a denigration<sup>42</sup> of who you are. The entire population of this country, this planet, has been systematically shafted through inconceivably complex mechanisms in the field of commerce, law, and finance by the same small tribe of brilliant sociopathic madmen hell-bent on its subjugation. You cannot disparage yourself because you felt prey, along with others, and were betrayed by those in whom you placed trust. But you can begin dealing with the situation from the proper viewpoint, and that is as a self-governing, fully accountable, responsible man/woman who can control—and is in control of—his/her own political/economic destiny, despite the apparently overwhelming odds stacked against you.

Knowing that “you are not your name,” that you, the sovereign, can take legal possession of your name in all its forms (like any other piece of property), and that the option of accepting/rejecting any "appellation" from any party that comes your way is strictly yours in your sovereign capacity, will speed your course. The real-life, proven, practical solutions contained in this handbook are humbly tendered for assisting you in accomplishing these aims, actualizing your true nature, and enjoying the realization of your dreams.

Here's a slightly different approach based on the judge calling out a case from the roster. John Henry Doe, is in court today in response to a summons. The charge is driving with expired plates and no proof of auto insurance.

**Judge:**                    **JOHN HENRY DOE v. STATE OF OREGON**

SPC:                        (Approaching the bench but not speaking)

**Judge:**                    **What is your name?**

SPC:                        Who wants to know?

**Judge:**                    **My name is right here,** (The judge pointing to his name placard)

SPC:                        Can you please state for the record, your Honor, your full and complete name?

**Judge:**                    **Lawrence Jefferson Shyster**

SPC:                        Thank you, your honor. Do you have a claim against me?

**Judge:**                    **No !**

SPC:                        (Looking toward the Prosecutor), Do you have a claim against me?

**Prosecutor:**            **The state of Oregon has a claim against you.**

SPC:                        Then would you please put the State of Oregon on the witness stand and swear it in?

**Prosecutor:**            **The State of Oregon does not have a claim against you.**

SPC:                        (Looking around the courtroom, now up at the ceiling) Does anyone here have a claim against me?

SPC:                        I ask that the order of the court be released to me.

---

<sup>42</sup> **Denigrate:** To slander, cast aspersions on; sully; defame.

# Advanced Concepts and Techniques

The next scenario details the 'Roger Elvic' criminal trial involving writing checks on a closed account (no longer suggested) in the recent past. The advanced concept here deals with the "Appearance Bond." It has been effective, but to a point. It has been observed that your request for an 'Appearance Bond' be done during a 'fresh arrest' and the request made with your "one free phone call", first asking for the phone number of the judge, to request "the Appearance Bond without fees and costs." If you seek the appearance Bond, say after arraignment, most likely the request will be denied. Since the Bond is necessary for the commercial discharge of the 'charges,' and it being denied, injury has been done in the matter and this point would be covered in your Tort!

## Is it public or private?

In the matrix, on the public side of the equation you have the courts. Courts deal with fiction; fictional plaintiffs, fictional defendants, fictional laws (only applies to the Straw-man, not you), and fictional property (paper titles). You (flesh and blood) on the other hand, are on the private side. YOU are the source of ALL VALUE through your ACCEPTANCE; pleas, signature, etc. Courts and their representatives are insolvent; they have no way of giving substance to ANYTHING, unless they can get YOU (flesh and blood) to give it value (consideration).

## Consideration

There are only two ways in which you can give consideration in a commercial transaction, sweat equity and by using your exemption. Debtor-slaves on the plantation offer consideration in the form of Federal Reserve Notes. Although Federal Reserve Notes are not backed by anything of value, they are a store of energy that represents their work. You earn these by doing time in the corporate work yard (please fill out your W-4 and 1099). Secured Party Creditors on the other hand can use their exemption (signature) in light of the US Bankruptcy. The SPC has unlimited credit! Why, because "the wealth of the sovereign is in his credit." **Via his exemption (signature)!** Due to HJR 192-Public Law 73 via the bankruptcy that pledged all of your labor and property to satisfy the debt of the municipal corporate United States. Since you were dragged into the bankruptcy by fraud and all means to 'pay' were removed from circulation (abrogation of the gold clause), the only thing that has value is the commercial credit **created by the CREDITOR... YOU!**

## Honor-Dishonor and the Draft

All transactions are COMMERCIAL, even criminal charges. The power of the court is to referee a dispute between the parties of a commercial transaction. There can be no judgment against you when both parties are in agreement, and consideration has passed between them to settle the contract. Like an umpire in a football game, the judge is supposed to 'blow the whistle' for fouls, dirty play, or holding onto the ball for too long. The draft (example-brief filed) and the re-draft (response brief) are the models for the commercial 'ball game', being play-out back and forth! While this is the normal way it's done in their court, your goal is to stay in honor while avoiding the dishonor, this being done via CAFV and 'agreeing with thy adversary'. Whenever you argue, testify, or fail to act (silence or perform) you are in dishonor.

## Courts of Equity or Common Law?

The American legal system is based on equity not the common law. Bankruptcy means there is no way to pay a debt and without the ability to pay, there is no remedy under the common law. Since the courts are in bankruptcy, they do not have the standing or capacity to execute a sentence or charge you in common law. That's why the prosecutor and the judge will get YOU to 'admit, confess, consent or agree' to the charge, fine or incarceration!

Look at it this way, if the public charges you, why does the judge want you to post bond? Because now that you've plead and granted the court subject matter jurisdiction, they want you to assume the liability. Why should they disclose that they must post the Bond and bring it forward upon your request if they do not want to assume the liability?

If you are practicing common law execution (Constitutional arguments, law and procedure) you are not practicing Redemption, but arguing - giving life to a controversy and stepping into the jurisdiction to accept full liability for punishment! Don't look for your fourth amendment right in the courts, **you have no rights!** The only right you have is the right to file a 'Tort Claim.' Many individuals that think they are doing redemption when they go in and argue the law, INSTEAD of Agree with thy adversary-except for value and discharge.

### Continuing:

Prosecutor: You signed two checks written on a closed account

Elvic: That is true.

Prosecutor: What do you want?

Elvic: I have accepted the criminal charges, I have returned them, I offered my exemption in exchange for the discharge of the bond, and I requested the release of that property to me.

Prosecutor: What you want is civil and we have a criminal matter in front of us and we have to dispose of the criminal matter first.

Would you be willing to plead guilty to the charges?

Elvic: I have no problem with pleading guilty, the facts as stated in the charges are true.

Judge: If this is the agreement of the parties, we are going to have to do this in open court. We can't do it under television. You've got to be in open court in front of me ... And you'll have to be here in THREE days. If there is nothing more, I'll see you here on Monday.

Judge: (Monday morning) If the parties are all here and we all agree on what we're going to do?

Prosecutor: Mr. Elvic here has written, has signed thousands of these checks on closed account.

Judge: Mr. Elvic, you're willing to plead guilty, is that true?

Elvic: Yes, your honor.

Judge: Okay, with the finding of guilty then at this time if there are no objections here, I'll discharge the bond.

Judge: Well, that's good. We won't need those bonds anymore.

Elvic: Excuse me, your Honor, the terms and conditions were those bonds was supposed to be released to me.

Judge: Oh, Ok, is there anything else in this matter? (and upon hearing nothing said) You are free to leave.

## STRATEGIES OF LAST RESORT

Should your knowledge and skill as a Secured Party fail to keep you out of the courts, the following strategies **may** be of assistance if you end up there. Two different approaches are offered depending on your status prior to making an appearance.

### STRATEGY ONE

The first strategy assumes that you have mastered the information in Section 4: Becoming a Secured Party Creditor and Section 5: The Private Administrative Process. It also requires that you are a Secured Party Creditor and that you have exhausted your administrative process. If you have not accomplished this, you can skip this part and go directly to scenario two.

### STRATEGY TWO

Strategy two only assumes that you have been arrested and are now in jail awaiting your arraignment. The jail and the court **will attempt to lure you into a contract**. In the majority of cases, anything you sign on the public side will be a contract. Signatures will generally be requested on your booking form, for picture and fingerprint, and at the time your personal property is checked into the jail. When you are solicited for the purpose of making a statement or providing your signature, **state clearly that you do not consent to it**. If you are pressured, ask the question "Is this mandatory or voluntary." If they insist that it is mandatory, ask them to "show you the law". If they don't show it, tell them that "you will wait for them to bring it to you. Failing this, if threatened, announce to them that you are signing under duress. Before you sign your name, write above the line where your signature goes **"Without Prejudice"**. This will reserve your rights. If the form is refused and they give you a new one, sign it the same way. When signatures are requested, ask the question **"is my signature mandatory or voluntary?"**

## ADDITIONAL GLOSSARY

**APPEARANCE BOND.** Type of bail bond required to ensure presence of defendant in a criminal case. As a Secured Party Creditor you can request an appearance bond without fees and charges from the judge or prosecutor. This is the most valuable use of your one free call and is the recommended first order business on being booked into jail. You can ask for the bond at your arraignment.

**ASSESS.** To ascertain; fix the value of. To fix the amount of the damages or the value of the thing to be ascertained. To impose a pecuniary payment upon persons or property. To ascertain, adjust, and settle that respective shares to be contributed by several persons toward an object beneficial to them all, in proportion to the benefit received. To tax.

In connection with taxation of property, means to make a valuation and appraisal of property, usually in connection with listing of property liable to taxation, and implies the exercise of discretion on the part of officials charged with duty of assessing. Including the listing of inventory of property involved, determination of extent of physical property, and placing of a value thereon. To adjust or fix the proportion of a tax which each person, of several liable to it, has to pay; to apportion a tax among several; to distribute taxation in a proportion founded on the proportion of burden and benefit. To calculate the rate and amount of taxes. To levy a charge on the owner of property for improvements thereto, such as for sewers or sidewalks. "Assess " is sometimes used as synonymous with "levy". See also ASSESSMENT.

**ASSESSMENT.** In a general sense, the process of ascertaining and adjusting the shares respectively to be contributed by several persons toward a common beneficial object according to the benefit received. A valuation or a determination as to value of property. It is often used in connection with assessing property taxes or levying of property taxes. Also the amount assessed. See also Assess; Equalization.

**BAIL,** n. Monetary amount for or condition of pretrial release from custody, normally set by a judge at the initial appearance. The purpose of bail is to ensure the return of the accused at subsequent proceedings. If the accused is unable to make bail, or otherwise unable to be released on his or her own recognizance, he or she is detained in custody. The Eighth Amendment (U.S. Const.) provides that excessive bail shall not be required.

The surety or sureties who procure the release of a person under arrest, by becoming responsible for his appearance at the time and place designated. Those persons who become sureties for the appearance of the defendant in court.

**BANK,** n. "Bank" means a person engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and trust company.

**CHECK.** A draft drawn upon a bank and payable on demand, signed by the maker or drawer, containing an unconditional promise to pay a sum certain in money to the order of the payee.

The Federal Reserve Board defines a check as "a draft or order upon a bank or banking house purporting to be drawn upon a deposit of funds for the payment at all events of a certain sum of money to as certain person therein named or to him or his order or to bearer and payable instantly on demand." It must contain the phrase "pay to the order of."

**CLAIM.** To demand as one's own or as one' s right; to assert; to urge; to insist. A cause of action. Means by or through which claimant obtains possession or enjoyment of privilege or thing. Demand for money or property as of right, e.g., insurance claim.

With respect to claims to a negotiable instrument of which a holder in due course takes free, the term "claim" means any interest or remedy recognized in law or equity that creates in the claimant a right to the interest or its proceeds.

Right to payment, whether or not such right is reduced to judgment, liquidated, un-liquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, secured, or unsecured; or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, un-matured, disputed, undisputed, secured, or unsecured. Bankruptcy Code, &sect; 10 1.

**CONCLUSION OF LAW.** Statement of court as to law applicable on basis of facts found by jury, finding by court as determined through application of rules of law. The final judgment or decree required on basis of facts found or verdict.

Propositions of law which judge arrives at after, and as a result of, finding certain facts in case tried without jury or an advisory jury and as to these he must state them separately in writing. See also judgment.

**DEBTOR IN POSSESSION.** In bankruptcy, refers to debtor in a Bankruptcy Code Chapter 11 or Chapter 11 case either the debtor will remain in control of its business or assets, or a trustee will be appointed to take control of the business or assets.

**EQUITY.** Justice administered according to fairness as contrasted with the strictly formulated rules of common law. It is based on a system of rules and principles which originated in England as an alternative to the harsh rules of common law and which were based on what was fair in a particular situation. One sought relief under this system in courts of equity rather than in courts of law. The term "equity" denotes the spirit and habit of fairness, justice, and right dealing which would regulate the intercourse of men with men.

Equity is a body of jurisprudence, or field of jurisdiction, differing in its origin, theory and methods from the common law; though procedurally, in the federal courts and most state courts, equitable and legal rights and remedies are administered in the same court. See Equity, courts of.

A system of jurisprudence collateral to, and in some respects independent of, "law"; the object of which is to render the administration of justice more complete, by affording relief where the courts of law are incompetent to give it, or to give it with effect, or by exercising certain branches of jurisdiction independently of them.

A stockholders' proportionate share (ownership interest) in the corporation's capital stock and surplus. The extent of an ownership interest in a venture. In this context, equity does not refer to a legal concept, but to the financial definition that an owner's equity in a business is equal to the business's assets minus its liabilities.

Value of property or an enterprise over and above the indebtedness against it (e.g. market value of house minus mortgage). See Real estate, below.

**EQUITY, courts of.** Courts which administer justice according to the system of equity, and according to a peculiar course of procedure or practice. Frequently termed "courts of chancery." With the procedural merger of law and equity in the federal and most state courts, equity courts have been abolished.

**FINDING.** The result of the deliberations of a jury or a court. A decision upon a question of fact reached as the result of a judicial examination or investigation by a court, jury, referee, coroner, etc. A recital of the facts as found. The word commonly applies to the result reached by a judge or jury. See also Decision; judgment; Verdict.

**Finding of Fact.** Determination from the evidence of a case, either by court or an administrative agency, concerning facts averred by one party and denied by another. A determination of a fact by the court, averred by one party and denied by the other, and founded on evidence in case. A conclusion by way of reasonable inference from the evidence. Also the answer of the jury to a specific interrogatory propounded to them as to the existence or non-existence of a fact in issue. Conclusion drawn by trial court from facts without exercise of legal judgment. Compare Conclusion of law.

**FINDING OF FACTS,** See FINDING.

**JURISPRUDENCE.** The philosophy of law, or the science which treats of the principles of positive law and legal relations.

In the proper sense of the word, "jurisprudence" is the science of law, namely, that science which has for its function to ascertain the principles on which legal rules are based, so as not only to classify those rules in their proper order, and show the relation in which they stand to one another, but also to settle the manner in which new or doubtful cases should be brought under the appropriate rules, Jurisprudence is more a formal than a material science. It has no direct concern with questions of moral or political policy, for they fall under the province of ethics and legislation; but, when a new or doubtful case arises to which two different rules seem, when taken literally, to be equally applicable, it may be, and often is, the function of jurisprudence to consider the ultimate effect which would be produced if each rule were applied to an indefinite number of similar cases, and to choose that rule which, when so applied, will produce the greatest advantage to the community.

**LEVY**, v. to assess; raise; execute; exact; tax; collect; gather; take up; seize. Thus, to levy (assess, exact, raise, or collect) a tax; to levy (raise or set up) a nuisance; to levy (acknowledge) a fine; to levy (inaugurate) war; to levy an execution, i.e., to levy or collect a sum of money on an execution.

**LEVY**, n. A seizure. The obtaining of money by legal process through seizure and sale of property; the raising of the money for which an execution has been issued. The process by which a sheriff or other state official empowered by writ or other judicial directive actually seizes, or otherwise brings within her control, a judgment debtor's property which is taken to secure or satisfy the judgment.

In reference to taxation, the word may mean the legislative function and declaration of the subject and rate or amount of taxation, or the rate of taxation payer than the physical act of applying the rate to the property, or the formal order, by proper authority declaring property subject to taxation at fixed rate at its assessed valuation, or the ministerial function of assessing, listing and extending taxes, or the doing of whatever is necessary in order to authorize the collector to collect the tax. When used in connection with authority to tax, denotes exercise of legislative function, imposed and fixing amount, purpose and subject of the exaction. The qualified electors "levy" a tax when they vote to impose it.

Equitable levy. The lien in equity created by the filing of a creditor's bill to subject real property of the debtor, and of a "lis pendens", is sometimes so called. The right to an equitable lien is sometimes called an "equitable levy."

**LEVY COURT.** A court formerly existing in the District of Columbia. It was a body charged with the administration of the ministerial and financial duties of Washington county. It was charged with the duty of laying out and repairing roads, building bridges, providing poorhouses, laying and collecting the taxes necessary to enable it to discharge these and other duties, and to pay the other expenses of the county. It has capacity to make contracts in reference to any of these matters, and to raise money to meet such contracts. It has perpetual succession, and its functions were those which, in the several states, are performed by "county commissioners." Overseers of the poor," "county supervisors," and similar bodies with other designations.

**MEMORANDUM.** To be remembered; be it remembered. A formal word with which the body of a record in the Court of King's Bench anciently commenced.

An informal record, note or instrument embodying something that the parties desire to fix in memory by the aid of written evidence, or that is to serve as the basis of a future formal contract or deed. A brief written statement outlining the terms of an agreement or transaction. Informal interoffice communication.

Under portion of statute of frauds providing that a contract not to be performed within a year is invalid unless the contract, or some memorandum of the contract, is in writing and subscribed by the party to be charged or his agent, the word "memorandum" implies something less than a complete contract, and the "memorandum" functions only as evidence of the contract and need not contain every term, so that a letter may be sufficient "memorandum" to take a case out of the statute of frauds.

This word is used in the statute of frauds as the designation of the written agreement, or not evidence thereof, which must exist in order to bind the parties in the cases provided, The memorandum must be such as to disclose the parties, the nature and substance of the contract, the consideration and promise, and be signed by the party to be bound or his authorized agent. See UCC & sect; 2-20 1. See also contract.

**ORDER.** A mandate; precept; command or direction authoritatively given; rule or regulation. Direction of a court or judge made or entered in writing, and not included in a judgment, which determines some point or directs some step in the proceedings. An application for an order is a motion.

In commercial law, a designation of the person to whom a bill of exchange or negotiable promissory note is to be paid. An "order" is a direction to pay and must be more than an authorization or request. It must identify the person to pay with reasonable certainty. It may be addressed to one or more such persons jointly or in the alternative but not in succession. U.C.C & sect; 3- 102 (1)(b). With respect to documents of title, is a direction to deliver goods to a specified person or to his or her order.

**REORGANIZATION.** Act or process of organizing again or anew.

**VOUCHER.** A receipt, acquittal, or release, which may serve as evidence of payment or discharge of a debt, or to certify the correctness of accounts. An account-book containing the acquittals or receipts showing the accountant's discharge of a debt, or to certify the correctness of accounts. An account-book containing the acquittals or receipts showing the accountant's discharge of his obligations. When used in connection with disbursement of money, is a written or printed instrument in the nature of an account, receipt, or acquittance, which shows on its face the fact, authority, and purpose of disbursement.



## **POLICE ENCOUNTERS and the TRAFFIC STOP**

Anyone who has suffered the indignities and humiliation of a run-in with the law knows all too well the potential dangers involving an encounter with "law enforcement officials". Fines, confiscation of property, incarceration, loss of driving 'privileges', injury, and even death are all potential scenarios. It is a predatory system fueled by huge profits for municipal corporations, counties, judges, attorneys, crooked cops, and the prison industry.

The sixty-four thousand dollar question is how does one stay in control of a situation that is potentially threatening both physically and financially when you're outmanned, out-gunned, and ill informed? Like most questions, the answer lies in understanding the nature of the game and how to influence the outcome to your advantage. If you understand the prime objective and the techniques employed in its achievement, you are more likely to influence a situation to your advantage.

It's only commerce. The first thing to understand about law enforcement officials, as agents/employees of the State corporation, is that their official mission is to raise money on behalf of their employer<sup>1\*</sup>, more often than not sharing in the take. According to Bouvier's Law Dictionary, booty, a spoil of war, is the capture of personal property by a public enemy on land, in contradistinction to prize, which is a capture of such property by such an enemy, on the sea. The right to booty belongs to the 'State'; but sometimes the right of the 'State', or of the public, is transferred to the agents/employees/soldiers, to encourage them ...

All law enforcement today, including the National Park police, and Sheriffs, roll up to Interpol, which is a military organization. The police are a private army and have been at war with you since President Roosevelt, under color of law, altered the Trading With the Enemy Act, effectively declaring all Sovereign Americans to be enemies of the state.

On October 6, 1917, the UNITED STATES passed a corporate policy called the Trading with the Enemy Act. In Section 2, sub-section (c) of the Act it defines the enemy as "other than citizens of the UNITED STATES", i. e., any individual not born in the District of Columbia, a territory, or possession of the UNITED STATES-the Sovereign people of America. Sovereigns are "foreign" to the UNITED STATES. Then on March 3, 1933, the Trading with the Enemy Act was again amended for the purpose of confiscating all private gold holdings. While the amendment only targeted "citizens of the UNITED STATES", the Executive Order calling in the gold was circulated throughout the 50 states of the Republic, implying that those "foreign" to the UNITED STATES were also obligated to comply with the order. The trick worked. A dollar of gold was exchanged for a dollar of debt. The debt was owed to the Federal Reserve Bank on which they charge interest in the form of the Income Tax.

**UNDERSTAND:** If you are a debtor/slave on the Plantation, you do not own the car/vehicle you drive. You do not hold a lawful title to it. You are under contract to the State via the Department of Motor Vehicles or whatever the agency is known by via the driver's license you hold as 'indicia' (evidence) of the contract. By having the driver license is you admit that you are using the car/vehicle in a commercial capacity/use to haul people, property or freight for hire, in a vehicle owned by the State. The State compels you to have the license, registration and insurance because it's their car/vehicle! And you are SUBJECT to the Motor Vehicle (commercial) Code and have agreed to help the State raise 'revenue' through fees and tickets, tickets and more tickets! So, if you are stopped for some traffic matter and are licensed ... you are in essence ... TOAST!

When you walked into the DMV to register 'your' car, through the 'registration' process, you SURRENDERED the 'ownership' of the car/vehicle to the State. Oh, the Car Dealership had a lot to do with it as well, due to the fact that the dealership is registered agent of the 'State' and it is under orders to 'turn over' ownership and title of the car to the State. Do you remember signing that Power of Attorney?

As Secured Party Creditor (SPC), having 'registered' your property, the car, boat, motorcycle, etc., on a UCC-3, you have effectively established a 'superior security interest' in the property, over and above the State. You have in essence, placed a 'cloud' over the property, saying "I have a superior interest in this property, and it is filed first-in-line-first-in-time" ... unless anyone by prior notice via UCC filing, has a superior filing before yours! Your UCC filing becomes evidence of your Title to the property, and as referenced in your security agreement.

---

<sup>1\*</sup>They tell you their mission is to protect and serve, but this is just a smoke screen. The system from the District Attorney down is designed to look good to all the class one ostriches that elected the 'officials' in charge of the system. These are the same people that form the pancake juries that are responsible for the unusually high conviction rates across America. They have been conditioned to please authority first and ask responsible questions later.

**HOWEVER:** in relation to your newfound status (SPC) and your security interest and 'cloud' over the property... hopefully you will accept the fact that you are still ALL ALONE, no support base, and no protection in dealing with the 'State' and its officers and agents! That's why it is so important for you understand the necessity of the International Sovereigns Association as a 'separate' body politic ... rather than being subjected to the current military/defacto/bankrupt and corrupt government and its sub-agencies known as States and Counties.

**THEREFORE:** In the remaining portion of this article, we will not address any 'encounters' Debtor/slaves on the Plantation may have as they are 'subject property' and 'subject' to the State DMV Code. Rather, we will suggest the basic steps that you might consider with an 'encounter' with the agent/officers on the highway.

At the highway 'STOP', keep in mind the primary purpose is commerce, some supposed violation of the code, via the 'citation,' equals revenue to the State.

Before discussing the mechanics and techniques of the police encounter it is very important for you to understand that the police and court system today is extremely corrupt and operates in many cases without authority, due process, or even the pretense of legality. If you have any illusions that you are living under a Constitutional system where your so-called civil rights are protected under the common law, you are seriously misinformed. There is a high probability that you will be treated with contempt, and it is impossible to expect any kind of uniform results using ANY technique. There are simply too many variables. If someone has experienced success with a particular approach and they were to repeat exactly what they did before (an improbability), under a different set of external circumstances, their results could vary.

Police are typically sociopaths. This is a profile that lends itself to corruption and the stresses and rigor of police work. Police lie, cheat, steal, and plant evidence. They are experts at taking any information they are provided and turning it into reasonable suspicion or probable cause. They are practiced at intimidation and consider any gesture other than complete cooperation, a challenge to their authority. There are the 'Traffic agents' out on the highways and all they know is their job. They have no 'correct' knowledge as applied to the non-applicability of the Motor Vehicle Code to private people - private cars/vehicles!

Sure ... the first objective of the Officer in dealing with you is to form a contract, such as "May I see your driver's license and registration?" or "Will you please roll down your window a little further!" Your immediate compliance is deemed contractual!

While it's just business, anyone can refuse to do business with anyone else-the Supreme Court has consistently upheld your right of refusal to contract. But officers have been known to break windows, spray 'pepper spray,' pull people from vehicles, and get rather rough to even shooting people! While we do not want to scare you, we do understand that any 'routine traffic stop' may be a terrifying experience, but you have a good chance of prevailing if you understand the mechanics of a police encounter.

With the above information in mind, maintain your composure and focus, while this is just business, while you may face verbal abuse and intimidation, Police encounters can involve any of the following three stages:

- 1. Consensual Contact**
- 2. Detention**
- 3. Arrest**

Since approximately 80% of police encounters only involve consensual contact, 20% may involve the 'Traffic Stop' along the highway!

While in the past you were not expected to show identification if you are not in a vehicle, but most recently, the Supreme Court has recently ruled that the police may require one to identify them-selves anywhere at any time. Police will often ask you for identification such as driver's license or social security number so that they can run a police check/report or get you to lead them to your vehicle so that they can "look" for evidence to try and build a case against you. You are not required to give personal information such as social security numbers, even though you may be pressured to supply it. It's best to keep dialog in any encounter as short as possible. Clear, concise, statements and closed ended questions that can be answered with a yes or no are best. Remember also to avoid any Constitutional arguments.

## IF YOU FEEL COURAGEOUS:

The following six questions are really all that is required to control most police encounters. They are simple and will generally solicit a predictable and reliable response, especially No. 5!

1. **What is the nature of your inquiry?**
2. **Is that a request or a demand?**
3. **Do I have the right to remain silent?**
4. **Am I free to go?**
5. **Can anything I say to you or any documents I give to you be used against me in any criminal matter?**
6. **I am not refusing to cooperate. I am exercising my right to remain silent.**
7. **Since you are using color (pretense) of law, threatening me with bodily harm, and forcing me to do business with you against my will, I am happy to cooperate under duress. May I please have your business card?**

Question one basically asks who are you and what do you want. Leading with this question solicits the officer to get down to business and right to the point. Always respond to any request for information or documents with "is that a request or a demand." If it is a request, ask "do I have the right to remain silent", followed by "I free to go?" Your encounter can be this short if you stay focused, and no demands are made. If the officer refused to let you go, you may remind him that,

*When an individual is detained, without warrant and without having committed a crime (traffic infractions are not crimes), the detention is a false arrest and unlawful imprisonment. If the officer goes silent, continue to ask, "Am I free to go?", until you receive a yes.*

If a demand is made, ask question 5, "Can anything I say to you, or any documents I give to you be used against me in any criminal matter?" This is a catch 22 for the officer. They are supposed to take an oath which binds them to their Constitution. This takes precedence over any request or demand for information. They may choose to repeat their demand, and possibly become uncivil. Just keep asking the question until answered. If you are not willing to stay the course because you feel that the officer may become violent, you can say "Since you are using color (pretense) of law, threatening me with bodily harm, and forcing me to do business with you against my will, I am happy to cooperate under duress. May I please have your business card?" **Then give them what they are requesting.** Make a mental note of what they say to you and make an affidavit of the incident as soon as possible in case you want to file a tort claim against them later. If they refuse to give you their card, memorize their badge number and/or name.

If you are threatened with arrest, let the officer know that "kidnapping is a very serious charge", and that you do not consent to being arrested. Keep in mind that the officer will do what he believes he can do. You, the secured party creditor has to do what you have to do! Collect the facts as to the situation and as soon as you can put it to paper write them down so they can become the facts in an affidavit to support your Tort!

A motorist was stopped on the freeway. Having rolled his window down a couple of inch, when the officer asked him for his driver' s license, registration, and proof of insurance. He asked the question; "If I had such information (driver' s license) and gave it to you, could you use it against me?" The officer called for 'back-up !' Four other officers arrived and then the supervising officer. The second officer on the scene walked over to the passenger window, rapped on the window, and pointing to the glove box, shouted, "I need to see inside the glove box !" The motorist motioned him over to the driver's side of the car and once again asked the s ame question. The motorist asked the same question to each officer including the supervisor when they came to his window. After a huddle of the officers, eventually all the officers left except for the officer who originally made the stop. The motorist waited for a few minutes, started his engine, and drove off. The officer, who originated the stop, followed behind him to the next off ramp and as the motorist left the freeway, the officer continued on down the freeway.

*The following Scenarios are included as additional information and may be used at your discretion:*

**SENERIO 1:**

- Motorist: (Window rolled down about one inch; both hands on steering wheel) What seems to be the problem, officer?
- Policeman: Would you please roll down your window a little farther.
- Motorist: How can I help you, officer?
- Policeman: License and registration, please.
- Motorist: I do not consent to, this conversation.
- Policeman: I said, “license and registration”, now.
- Motorist: I do not consent to this conversation.
- Policeman: (Placing his hand on his service revolver) If you don't hand over your license and registration right now, I'm goanna drag you out of that car and take you to jail.
- Motorist: (Rolling down window, smiling) Oh, well, in that case that's an entirely different matter. Since you are using color (pretense) of law and threatening me with bodily harm and forcing me into doing business with you against my will, I am happy to cooperate under duress. Here is my license and registration. May I have one of your business cards, please? (Policeman hands over a business card.) And here is a copy of the published Copyright Notice<sup>75</sup> setting the terms of the consensual contract for unauthorized use of my common law-copyrighted property. My name is copyrighted under common law and the fee for its use is fairly steep [\$500,000.00.per occurrence], so you might want to look over the terms of the consensual contract that you would be entering info by writing my copyrighted property on any piece of paper.
- Policeman: What the hell are you talking about?
- Motorist: I do not wish to do business with you, officer, but if you insist on it then I have an obligation to inform you of the fees associated with the use of my name, which is copyrighted. Should you decide that you would like to do business with me and accept he obligation for payment of the fees for unauthorized use of my copyrighted property then I will send you a bill, which is payable in full within 10 days of the date I send it. The terms of the contract stipulate that you pledge all your tangible and intangible property and interest In property as security for payment of that debt you incur for the unauthorized use of my name. If you do not pay within the 10-day period then legal title for all your property transfers to me and I am free to take possession of it and dispose of it as I see fit, in order to recover the costs you incurred through the unauthorized use of my name, my copyrighted property. If you will give me your home address I will bill you at home, rather than at the stationhouse.
- Policeman: I never heard this one before. Is this some kind of joke?
- Motorist: No, sir. This Is extremely serious. My published copyright notice is also filed with the county recorder. That contract you, have in your hands is official public record. Here is a certified copy. or the filling. What I am saying is no secret and no joke. I do not wish to do business with you, but if you insist and force me into it, I will cooperate but you will be liable for the unauthorized use fees for the use of my copyrighted property. Since you have threatened me with bodily harm I am very willing to cooperate under duress. At this point the choice is entirely yours. What would you like to do?
- Policeman: Have a nice day. So long.

What just happened? The revenue agent (officer) for the insolvent municipal corporation (government) put on a show of force and attempted to coerce the sovereign (motorist) into “voluntarily” entering—and thereby accepting financial/ responsibility /or-a commercial contract (traffic ticket) that the officer intended on generating. The con never got off the ground because the motorist never accepted any communication from the officer until the issue of duress was established (thereby voiding any contract formed thereupon<sup>76</sup>), adroitly establishing, on the motorist's terms, the parameters of the non-violent, consensual contract for the officer's unauthorized use of the common-law-copyrighted TRADE NAME. The cop then decided against doing business with the motorist.

The traffic cop in the above example intended on “extracting revenue” in the name of the motorist's Straw-man's TRADE NAME., by extracting the motorist's promise to appear and then pay, thus saddling him with the bill as surety for the TRADE NAME. The copyright notice short-circuits anyone from using your TRADE NAME for unauthorized commercial gain, the primary objective of every single government on the face of the earth.

## **SENERIO 2:**

The following example illustrates how you might use the strategy outlined above. It consists of two parts. In the first part the "suspect" isn't informed about police practices or the techniques that can be used in order to demonstrate the kind of trouble one could open themselves up to. The second part uses the techniques to demonstrate a very different result.

The set-up involves a dispute between a male and a female who had been living together until just recently. The male (Martin) had just moved out and has discovered that the female (Sara) has removed some of his personal property from a storage locker that she controls. The extenuating circumstance is this: Martin has a credit card in the name of the nominee for an anonymous Nevada corporation that he has recently formed. Martin uses the card for general purchases and cash withdrawals. While the banks are not agreeable to a person using and signing on the credit card account of another, no statute is being broken here because there is consent between the contracting parties, Martin and the nominee. The incident starts when Martin goes to the Sara's apartment to request his possessions. After a few minutes of dialog, she threatens to call the police. Martin, feeling somewhat threatened, leaves the door and walks to the garden area of the apartment complex and sits down on a bench to think about what to do. Within minutes two police officers are on the grounds spot him and begin their questioning:

Police: Are you Martin?

Martin: Yes.

Police: May I see your identification please?

Martin: I am not carrying any.

Police: Have you ever been arrested?

Martin: No (lying).

Police: We will need to see your driver's license. Martin: It's in my car, I will have to get it.

Police: Let' s go.

Martin: Leads the police officers to the street outside the apartment complex where his vehicle is parked. Martin opens the door, reaches inside his wallet and hands the police officer a small leather identification holder. The holder has a see-through window showing his driver's license and also contains his nominee's credit card.

Police: (Looks at the license, then reaches for the credit card, pulls it out, and asks)-is this yours?

Martin: The card is on my bank account, but the name is the nominee of my corporation.

Police: (Calls the credit card fraud unit to send another officer over to investigate) (they are in Las Vegas)

Police: (Runs a report based on Martins driver's license information, but nothing comes back.)

Police: What' s your Social Security Number?

Martin: I don't remember.

Police: You don't remember? Tum around! Put your knees up against the bumper (of the squad car) and put your hands behind your back. (Martin is handcuffed).

What happened here? Unbeknownst to Martin, Sara has alerted the officers about Martin's little credit card arrangement. The police went on a fishing expedition and Martin played right into their hands. They now have probable cause to arrest Martin, who goes to jail as a John Doe, until they can figure out who he is.

This scenario has all the elements referred as a citizen informant (having inside knowledge), a naive suspect, and probable cause for an arrest. Martin cooperated fully (rolled over), and all of the information he provided was used against him. Martin was completely within his rights to remain silent, but he didn't know that. For this reason he was a mark-food for the system.

### **SENERIO 3:**

Now let's use our understanding of police practice and the techniques to see how Martin may have handled this situation differently.

Police: Are you Martin?  
Martin: What is the nature of your inquiry?  
Police: We received a phone call relating to a disturbance in the building. Do you know Sara?  
Martin: Is that a request or a demand?  
Police: A request.  
Martin: Can anything I say be used against me in any criminal matter?  
Police: Yes.  
Martin: Do I have the right to remain silent?  
Police: Yes.  
Police: May we see your driver's license?  
Martin: Is that a request or a demand?  
Police: A request.  
Martin: If I were to show you my driver's license could it be used against me in any criminal matter?  
Police: Yes.  
Martin: I am not refusing to cooperate. I am exercising my right to remain silent.  
Martin: Am I free to go?  
Police: Not yet.  
Martin: When an individual is detained, without warrant and without having committed a crime, the detention is a false arrest and false imprisonment.  
Police: Silent.  
Martin: Am I free to go?  
Police: Yes, you are free to go, but we don't want you to bother Sara again!

This time Martin controlled the encounter by asking closed ended questions to which he already knew the answer. Martin is sitting peacefully by himself, and there is no crime being committed. Whereas the police may have reasonable suspicion to detain Martin based on the information that they were provided, they recognize Martin's right against self-incrimination. Martin has just saved himself a whole lot of headache by simply knowing how to use some basic information.

### **SENERIO 4:**

The next two strategies are offered as examples of some other approaches that one might take. While good techniques, there is a lot more risk involved. The more verbose the dialog is, the greater the chance that you may be cut off mid-stream while delivering your message. There is also the attendant risk that you might forget your lines, or fail to recall them under stressful circumstances. These techniques are designed to throw the police officer off guard by overwhelming him with information that sounds credible, and to which he must weigh the potential liability to him against whatever he hopes to gain in the encounter. If you run into trouble with these techniques, you could always return to the more conservative approach outlined above as a fallback position. Stay within your abilities and be safe.

Officer: Sir, may I see your driver's license?  
Motorist: Sir, may I see your identification; your bond card and number and the company or agency that you are bonded with? (If they claim the State, ask for the State's Bonding Company)  
Officer: What are you talking about?

Motorist: Well, you know that in order to arrest me you need a bond (i.e., insurance) in case you violate my rights as a sovereign.

Officer: No, I don't know anything about that.

Motorist: Well, If you don't have a bond to protect my rights, then I am free to go and I am leaving. Because you cannot charge me or give me a ticket unless you are Bonded! Bye!

If you think this doesn't happen, think again. This is happening all over the country-a major breakthrough for "Sovereign" creditors who fund the bankrupt, debtor government corporations. Can you smell the coffee?

The traffic cop in the above example intended on "extracting revenue" in the name of the motorist's Straw-man's DEBTORJ/TRADE NAME, by extracting the motorist's promise to appear and then pay, thus saddling him with the bill as surety for the TRADE NAME. The copyright notice short-circuits anyone from using your TRADE NAME for unauthorized commercial gain, the primary objective of every single government on the face of the earth.

The last topics we will cover relates to travel documentation and the often-asked question: "Are there alternatives to automobile registration, driver's license, and insurance. The answers to these questions constitute a whole course in and of themselves, so we will only provide an overview.

On the topic of registration, if you go way back in your state's early history near the introduction of the automobile, you will discover that once upon a time, automobile registration was only required for the commercial use of a vehicle, and still is! If you are not engaged in commerce (your vehicle is not for hire), the state has no business regulating your vehicle. In addition, a driver's license is a violation of your right/freedom to travel. (Again, see MYTHOLOGICAL MOTOR VEHICLE article!)

States also have laws on the books which give you the option of using a liability bond in place of auto insurance. The bond option is not widely known or understood, and the state would like to keep it that way. If you are a Secured Party Creditor, you have unlimited liability, why not use it! If you prepare a bond in place of insurance, and show it should you be stopped, the officer is compelled to accept it. If not, ask the officer if s/he "is a lawyer and if s/he is making a legal determination. This should get their attention.

The driver's license issue is a little harder to deal with, but it can be done. The background for understanding why the state is so insistent that you have one, is that next to the Social Security Card, the driver's license is the principle means of identifying and keeping track of you. The two definitions following this paragraph, gives you a feel for why they want you to have one. If you understand how the bankruptcy changed everything, including the form of "law" practiced today, you can grasp the reasons for this. Remember also, that you are an enemy of the state which is at war with you. (See Trading with the Enemy Act).

**VEHICLE.** That in or on which persons, goods, etc. may be carried from one place to another, especially along the ground. That which is used as an instrument of conveyance, transmission or communication. Vehicle refers to every device in, upon or by which a person or property is or may be transported upon a highway. Black's Law 6th Edition

**Note:** According to the above definition, a transmitting utility is a Straw-man vehicle. Also, another definition for vehicle is an "inland vessel in admiralty".

**VESSEL.** The term vessel, in admiralty law, is not limited to ships or vessels engaged in commerce. Black's Law 6th Edition

**Note:** In admiralty, names of vessel are designated in all-capital letters. Whenever you appear in any public forum it is always via your Straw-man, your all-capital- letters vessel, much like an officer stands on the bridge of his ship and sails it into port. All law is now admiralty/maritime, and you can no longer go into court as a man or woman, only by "sailing your vessel" into the jurisdiction of the court. Everyone speaks from his/her vessel, in terms of one vessel-officer to another. Each is trying to get the other officer to recognize the condition of his/her vessel; i.e. its **registration**. If a vessel is unregistered on the high seas in time of war it is presumed or assumed to be a pirate vessel to be confiscated and investigated. If the vessel is registered, then the issue is exactly what public entity it is registered to, and is that entity on the public side or the private? Your Straw-man is a transmitting utility-is a vessel-is an inland vessel in admiralty-is a public vessel-is a vehicle. In times of war (now) neutral vessels (Straw-men) require passports.

So yes, you can drive without a driver's license **IF** (the biggest word in the English language) you want to defend it all the time. Remember, a traffic stop isn't a good opportunity to educate your faithful servants on the fine points of Sovereignty/Redemption. If you know how to defend it successfully, you can build a local reputation, and they will leave you alone. If you travel widely however, you will be doing a lot of explaining as you go. Some who drive without a license as a secured party, elect to have private engraved license frame that say "**SECURED PARTY CREDITOR-PRIVATE PROPERTY**", followed by their UCC- I contract number. While the 'frame' is not going to keep you out of trouble, it is notice!

On the question of travel documents, this is a tricky subject. It's hard to predict exactly what the officer's response might be. If you are looking for an alternative to the driver's license, carry whatever alternative you wish to use. If you're a secured party, it would probably serve you to carry a certified copy of your UCC- I, and UCC-3 , and your private/liability bond. But anything more will probably cause problems. Officers have been known to throw documentation back at drivers, throw it on the ground, or fold it and put it in their pocket. But it's not your job to conduct impromptu Redemption classes along the roadside. It will be the rare officer whose interest will be piqued by what you are doing.

The best way to deal with the issues of adhesion contracts is to become a Secured Party Creditor. Attempting to rescind adhesion contracts is an effort that doesn't really bear much fruit. Number one, it will make your life inconvenient. Two, the matrix is more pervasive than just adhesion contracts. Three you can sign all of your paperwork with the State, "Without Prejudice" and preserve all of your rights. Four, adhesion contracts did not involve your consent, a necessary element to contract, so they can't be defended in court. So do exactly as you please- you're the Sovereign! Remember though, you are NOT to protest or go to war! Your to go to Peace, accept, discharge and file a Tort claim, if necessary!

However, remember, the 'Traffic Officer' is an employee/agent of the State Corporation. They are there to solely protect the property of the 'corporation,' and regulate the 'subject property/debtor slaves on the plantation via enforcement of private rules, statutes, etc., i.e., Driver's License, Registration, Insurance, etc., but technically, only if you are engaged in commercial use, occupation or professional of the use of the highways for profit or gain in a commercial use of said highways. If not, there is misapplication of the statute, law, etc. So as the Secured Party Creditor, as the Oregon State Statutes state (as an example); Tort is the exclusive remedy. Therefore, due to this section on Traffic, courts, etc., on a case-by-case situation, you have to do whatever you have to do to deal with the matter as best you can. But keep in mind, if any agent/employee misapplies the statute, law, etc., your **ONLY REMEDY IS TORT!**

Tort deals with the 'moral wrong(s)' committed against you. What's the basis for the 'moral wrong' - misapplication of the statute! The fact that you are not a signatory to the State (or federal) Constitution and that you are not a party to the 'social compact. ' (state Constitution) So the question is, then, how does the Motor Vehicle Code operate upon you if you are not a party nor signatory to their private compact? [The 'ACD PACKET' deals with Tort at both the state level and federal level, with instructions and is available from The American's Bulletin for \$30.00]

---

Regarding the issue of copyright infringement, there is really no problem with people using copyrighted property- unless they use it for commercial gain.

Before the bankruptcy in 1933, United States Notes could be redeemed in "lawful money of the United States". This practice ended in 1933 when the United States went into Bankruptcy. Since then, we have been on the "promise to pay" standard and all demands for payment constitute an issue of public currency. A promise to pay creates "money", and is what funds your mortgage, auto loan, credit card purchases, and every other kind of 'loan' you take out (including traffic tickets).

#### Federal Tort Claims Act (FTCA)

The Federal Tort Claims Act (FTCA) is federal legislation enacted in 1946 that provides a legal means for compensating individuals who have suffered personal injury, death, or property loss or damage caused by the negligent or wrongful act or omission of an employee of the federal government. While there are exceptions to what claims may be payable under the FTCA, it generally allows individuals to recover monetary damages from the United States under circumstances where the United States, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred.



## IF YOU ARE TAKEN TO JAIL

This page does not have to go into any lengthy detail. Remember, if you are taken to jail via a 'fresh arrest,' try to get the names of the officers involved in your arrest who cause the most injury, threats, or pain. Try to keep the details of your 'fresh arrest' in your head, as most likely, they won't give you paper & pencil. **DO NOT SIGN IN, DO NOT ANSWER QUESTIONS, GIVE FINGERPRINTS, ETC., ONLY AFTER THEIR THREATS, AND DO NOT SIGN WHEN YOU' RE GETTING OUT.** As soon as you are out, you need to do up an affidavit of all the facts of that unlawful arrest! It is best if you have someone that has your power of attorney to assist you in these matters until you are out.

But, when you find yourself in a jail cell ... for whatever reason you've heard the story, seen it in the movies ... that you have a right to ONE Phone call. So, the question is "who do you call?" Well, it' s not to call your lawyer (God forbid!), your girlfriend, your pastor, the bondsman, your buddy or your bookie! **THE ONLY REASON FOR THE ONE PHONE CALL IS TO CALL A/THE JUDGE!**

Seek the name of the judge and try to get the phone number from the jailers. Be businesslike and polite, but firm! It is part of your 'Due Process', as they say ... you have the right to one phone call! Merely state that you need the number so that you can without fees or cost. This must be requested preferably before your arraignment.

***Note:** The Appearance Bond is the Bond that the Prosecutor puts up to bond the action brought forward by the traffic officer/cop or he himself. They created the 'action,' they have to bond the action in the event that they injure you in their misapplication of statutes or other injuries that may occur!*

If you are denied the phone call, then make the request at the next available opportunity, either with any 'agent' to comes to you and or when you are taken into court for arraignment. Remember, you want the 'Appearance Bond' as part of your due process, and if the judge produces the bond, and if the judge produces the bond, you can state that you "accept the bond for value, I do not intend to challenge the facts of the case" (or it can be stated;) "I plead guilty to charges in behalf of the defendant/debtor, but that' s not me ... and I request the court to discharge the charges via the Bond and I request that the Bond be released to me."

If the judge denies the 'bond,' he then has denied you remedy (due process), committed commercial fraud, (as the charges are not laid on you, but on the corporate fiction Defendant/debtor), and since you cannot pay the fine or pay off the commercial charge, and can only be 'discharged,' and being the 'insurance policy' via the bond is created by the prosecutor or some other agent via the 'case,' is to be brought forward to indemnify the man/creditor/sovereign, in light of the bankruptcy, as everything is insured! But the system most always get's the 'arrestee' (you) to bond the case yourself or get you to plead guilty ... and or consent to the charges!

If the bond is denied, at your next available opportunity, and or with someone you have given power of attorney to if you are still incarcerated, you can exercise your exclusive remedy ... and that is a Tort Claim !

### If Law Enforcement Comes to Arrest You

Do NOT resist arrest.

Say this to the arresting officer:

"I **DEMAND** to be brought before a magistrate **IMMEDIATELY** for a probable cause hearing." I am aware that there is a magistrate on duty 24/7 ,365 days a year.

#### **If You are Taken before a Magistrate (Judge)**

Tell the magistrate this: "**The arresting agent is in violation of Title 18, U.S.C. Section 242, Deprivation of Rights Under Color of Law, which is a felony.**"

Ask the magistrate this: "**By what lawful authority am I being deprived of my rights?**"

The magistrate will make a decision to either dismiss the charges for lack of merit, set a bond or grant a personal recognizance and set a court date and release you.

#### **If You are Arrested and Taken to Jail**

**Demand your phone call** immediately. Get the names of every officer you encounter that is ordering you to do things outside of their oath of office.

Note: The sheriff needs to be made aware that he can be charged with kidnapping because whoever they unlawfully arrested has not received due process of law and it will become a kidnapping charge.

Ask the jailer to provide you with pen and paper so you can write a letter to the sheriff.

Give notice to the sheriff by writing him a letter or have someone call the sheriff and notify him that you are being unlawfully held and he can be held accountable and that he can be sued in his private capacity. If they photograph or fingerprint you it is a **violation of rights under the 5th amendment**, and you do not have to give any evidence against yourself.

### **TRAFFIC CITATIONS: Alphonse Faggiolo**

#1 Then go bang the cop and the judge around! Step back and look at what is usually happening in 90% of the stops. You have a local Municipal Corporation employee, known as a police officer, that is exercising the State transportation code and when he does that, he's making several legal Judgments and exercising Judicial powers he does not have.

#2 The stop is a false ARREST, and that local Municipal corporation employee is imitating a United States Officer, so go cite Title 18 Sections 912 and 913, and forcing you off the road and approaching your car armed with a gun constitutes an assault on top of it!

#3 The traffic citation is neither a formal criminal or a civil complaint. No complaint, no subject matter jurisdiction for any court! The false arrest of forcing you off of the road and handing you a citation does not constitute service of process, so there goes personal Jurisdiction out the window too!

#4 The police officer has no Judicial power WHATSOEVER to Summons you to a Court, so there you have a separation of powers problem, as he can only stop you if he has a warrant for your arrest or probable cause. Without going into probable cause in depth, let me just say that a CODE INFRACTION is not probable cause. Probable Cause is the committing of a real crime it's not mala prohibita! Also, the police officer cannot be both the complainant and the process server!

#5 You are not engaged in TRANSPORTATION which means using the roads for commerce by traveling under the DRIVER'S LICENSE.

So, then you file 4 separate motions,

#1) motion to dismiss for IMPROPER VENUE,

#2) motion to dismiss for lack of PERSONAL JURISDICTION,

#3) motion to dismiss for lack of SUBJECT MATTER jurisdiction, and

#4) Motion to dismiss for lack of stating a CAUSE OF ACTION for which the court can grant relief.

File those and if the matter is not dropped go file a Judicial Complaint against the Judge because he knows the real law and chose to ignore it. Then go file a State criminal complaint against the Judge and the police officer.

Then if that doesn't make the citation go away, sue both of them in a Title 42 Section 1983 suit! I've never made it past the Judicial Complaint, once I file that everything goes POOF! I just did this for a non-traffic citation for a friend and the local Magisterial Court and it's judge have gone silent!

### **A FEW CASE CITES**

**LISTED HERE FOR REFERENCE ONLY!**

When an individual is detained, without warrant and without having committed a crime (traffic infractions are not crimes), the detention is a false arrest and unlawful imprisonment:

#### **DAMAGES AWARDED**

TREZEVANT v. CITY OF TAMPA, F2d 336 (11th Cir. 1984) Motorist illegally held for 23 minutes on a traffic charge was awarded \$25,000 in damages. (Sets foundation for \$75,000/hr., 1,600,000/day)

## CIVIL RIGHTS

SANDERS v. ENGLISH, 950 F2d 1036 (6th Cir. 1992) False arrest, illegal detention (false imprisonment), and malicious prosecution are recognized as causes of action under Title 42 Section 1983. (...and TORT!)

## PRECEDENT

JAMES v. KENTUCKY, 466 US 341, 80 LED 2d 346, 104 S Ct. 1830 (1984) The supreme court held that State statutes did not take precedent over Constitutional law.

MOYA v. US, 761 F2d 322 (7th Cir. 1985) People are entitled to refuse to provide information to police. Moya went to the supreme court and back. (Held to be valid)

---

Padelford, Fay a. Co. v. The Mayor and Alderman of the City of Savannah, 14 Ga. 438 (1854) "But, indeed, no private person has a right to complain, by suit in court, on the ground of a breach of the Constitution. The Constitution, it is true, is a compact [contract], but **he is not a party to it**. The States are a party to it..."

**Plus:** if you are coming into the understanding of things read previous and to what's going on in the courtroom (business), the following is presented for your edification:

### COMMENT BEFORE THE JUDGE

*"I demand an appearance bond, or a personal recognizance bond be issued forthwith, and respectfully demand a waiver of the fees and costs, so I can appear and plea to the charges during which I will stipulate to all the facts and accept and return the same for full settlement and closure in the transaction."*

*The bond indemnifies the action, he's asking for fees to waived so that he can pled to the charges in behalf of his Debtor/defendant as identified on the charging instrument, but that's not me and I do not intend to challenge the facts (because you cannot argue them and the defendant is guilty) and I'm here for settlement and adjustment of the account so upon your judgment/presentment.... I will accept it for value and return it for discharge to settle the matter!*

Judge may go, "Case dismissed, or he may just run out of the court room!" WHY? Cause now, the judge is acting as an unlawful debt collector for an invalid debt that the other parties defaulted on already! If the judge rules against you, or debtor, or whatever to cause commercial injury or misapplication of the statute, your ONLY remedy is Tort!

## **The Official State Office Known as "person"**

This is the single most important lesson that you MUST learn. If you spend an hour to learn this material, you will be rewarded for the rest of your life.

If you should discuss Hale v. Henkel with a run-of-the-mill attorney, he or she will tell you that the case is 'old' and that it has been 'overturned.' If you ask that attorney for a citation of the case that overturned Hale v. Henkel, there will not be a meaningful response, or a case produced.

Hale v. Henkel was researched and what was found was this: "We know that Hale v. Henkel was decided in 1905 in the U.S. Supreme Court."

Since it was the Supreme Court who made the ruling, the case is binding on all courts of the land, until another Supreme Court case decision says it isn't. Has another Supreme Court case overturned Hale v. Henkel? The answer is NO! As a matter of fact, since 1905, the Supreme Court has cited Hale v. Henkel a total of 144 times.

A fact more astounding is that since 1905, Hale v. Henkel has been cited by all of the federal and state appellate court systems a total of over 1600 times. None of the various issues of this case has ever been overturned.

So, if the State through the office of judge continues to threaten to imprison or does imprison you, he/they are trying to or has forced you into the 'State created Office of 'person' while not being a party to their 'social compact.' As long as you continue to claim your Rightful Office of 'sovereign, the State lacks all jurisdiction over you.

The State needs someone filling the office of 'person' in order to continue prosecuting a case in **their** private courts. [ Note: most all court cases are void!]

The threat of jail or a hefty fine or a few weeks in jail puts intense pressure upon most 'persons'. Jail means the loss of work, respect, humiliation in the community, separation from home and loved ones, piling up of debts, possible fines, etc. Judges will aid in applying this pressure when they attempt to arraign you.

When brought into a crowded courtroom in chains, the issue of counsel will quickly come up and you can tell the judge that *"Are you addressing the debtor or the secured party, because I'm the 'secured party - third party intervener' in this matter over title to the property and that the name on the charging instrument is not me, I'm here for settlement and adjustment of the account! "*

Most things about your life are private and not the State's business to evaluate. If presented with papers to sign, do not sign them! At any time, papers are presented to you to sign, ask the question *"Is my signature on this document mandatory or voluntary?" "If it is mandatory, please provide the law that says that I must sign!" "If it's voluntary, then I do not wish to voluntarily sign!"* The import of this is that no one can force you to sign a contract or agreement... including the State via their agents/officers/employees.

In respect to privacy; every man or woman has the right to be let alone and be free from government intrusion into their private life. Anything in the public, i.e., public record is just that. .. its public and all have a right to see it. [See federal Constitution: Ninth Amendment]

If the judge is stupid enough to actually follow through with his threats and send you to jail, both the prosecutor and the judge will have misapplied the statute. You will be released and then you will have to move forward with a Tort for their misapplication of their statute(s) because you are not a party to their 'social compact (Constitution) and not a signatory to their Constitution!

The Supreme Court in the case of Wills vs. Michigan State Police, 105 L. Ed. 2d 45 (1989) made it perfectly clear that the Sovereign cannot be named in any statute as merely a "person" or "any person." The private man or woman is a member of said "sovereignty, itself remains with the People, by whom and for whom all government exists and acts."

Now that you know the hidden evil in the word 'person,' try to stop using that word in everyday conversation. Simply use the correct term; man, woman or private man, private woman, etc. Train yourself, your family and your friends to not use the derogatory word 'person'

The word "person" in legal terminology is perceived as a general word which normally includes in its scope a variety of entities other than human beings. See e.g., 1 U.S.C. sec 1. Church of Scientology v. U.S. Dept. of Justice (1 979) 612 F.2d 417, 425 .

One of the very first of your state statutes will have a section listed entitled "Definitions." Carefully study this section of the statutes and you will find a portion that reads similar to this excerpt:

In construing these statutes and each and every word, phrase, or part hereof, where the context will permit:

- (1) The singular includes the plural and vice versa.
- (2) Gender-specific language includes the other gender and neuter.
- (3) The word "person" includes individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

***NOTE: HOWEVER, THE DEFINITIONS STATUTE DOES NOT LIST MAN OR WOMAN - -  
THEREFORE THEY ARE EXCLUDED FROM ALL THE STATUTES!!!***

Under the rule of construction "expressio unius est exclusio alterius," where a statute or Constitution enumerates the things on which it is to operate or forbids certain things, it is ordinarily to be construed as excluding from its operation all those not expressly mentioned.

Generally, words in a statute should be given their plain and ordinary meaning. When a statute does not specifically define words, such words should be construed in their common or ordinary sense to the effect that the rules used in construing statutes are also applicable in the construction of the Constitution. It is a fundamental rule of statutory construction that words of common usage when used in a statute should be construed in their plain and ordinary sense.

If you carefully read the statute laws enacted by your state legislature you will also notice that they are all written with phrases similar to these five examples:

1. of failure to carry a license if the person . . .
2. of failure to register a vehicle if the person . . .
3. of driving uninsured if the person . . .
4. of fishing if the person . . .
5. of breathing if the person . . .

Notice that only "**persons**" can commit these state legislature created crimes. A crime is by definition an offense committed against the "state." If you commit an offense against a human, it is called a tort. Examples of torts would be any personal injury, slander, or defamation of character.

*So how does someone become a "person" and subject to regulation by state statutes and laws?*

There is only one way. **You must ask the state for permission to volunteer to become a state person.** You must volunteer because the U.S. Constitution forbids the state from compelling you into slavery. This is found in the 13th and 14th Amendments.

**13th Amendment - Section 1.** Neither slavery nor involuntary servitude, except as a punishment for crime, whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

**14th Amendment - Section 1.** All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law, nor deny any person within its jurisdiction the equal protection of the laws.

You become a state created statutory "person" by taking up *residency* within the state and stepping into the office of "person." You must hold an "office" within the state government in order for that state government to regulate and control you. First comes the legislatively created office, person, then comes their control. If you do not have an office in state government, the legislature's control over you would also be prohibited by the Declaration of Rights section, usually found to be either Section I or II, of the State Constitution as it operates upon the agent of government.

The most common office held in a state is therefore the office known as "person." Your state legislature created this office as a way to control people. It is an office most people occupy without even knowing that they are doing so.

The legislature cannot lawfully control you because you are a flesh and blood human being. God alone created you, and by Right of Creation, He alone can control you. It is the nature of Law, that what One creates, One controls. This natural Law is the force that binds a creature to its creator. God created us and we are, therefore, subject to His Laws, whether or not we acknowledge Him as our Creator.

The way the state gets around God's Law and thereby controls the People is by creating only an office and not a real man. This office is titled as "person" and then the legislature claims that you are filling that office.

Legislators erroneously now think that they can make laws that also control men. They create entire bodies of laws - motor vehicle code, building code, compulsory education laws, and so on, ad nauseum. They still cannot control men or women, but they can now control the office they created. And look who is sitting in that office -- YOU.

Then they create government departments to administer regulations to these offices. Within these administrative departments of state government are hundreds of other state created offices. There is everything from the office of janitor to the office of governor. But these administrative departments cannot function properly unless they have subjects to regulate.

The legislature obtains these subjects by creating an office that nobody even realizes to be an official state office. They have created the office of "person. "

The state creates many other offices such as police officer, prosecutor, judge etc. and everyone understands this concept. However, what most people fail to recognize and understand is the most common state office of all, the office of "person." Anyone filling one of these state offices is subject to regulation by their creator, the state legislature. Through the state created office of "person," the state gains its authority to regulate, control and judge you, the real human. What they have done is apply the natural law principle, "what one creates, one controls."

A look in Webster's dictionary reveals the origin of the word "**person.**" It literally means "*the mask an actor wears.* "

The legislature creates the office of "person" which is a mask. They cannot create real people, only God can do that. But they can create the "office" of "person," which is merely a mask, and then they persuade a flesh and blood man to put on that mask by offering a fictitious privilege, such as a driver license. Now the legislature has gained complete control over both the mask and the actor behind the mask.

- A resident is another state office holder.
- All state residents hold an office in the state government.
- But not everyone who is a resident also holds the office of "person. "
- Some residents hold the office of judge, and they are not persons.
- Some residents hold the office of prosecutors, and they are not persons.
- Some residents hold the office of police officer(s) and they are not persons.
- Some residents hold the office of legislators, and they are not persons.
- Some residents are administrators and bureaucrats, and they also are not persons.
- Some residents are attorneys, and they also are not persons.

An attorney is a state officer of the court and is firmly part of the judicial branch. The attorneys will all tell you that they are "licensed" to practice law by the state Supreme Court. Therefore, it is un-lawful for any attorney to hold any position or office outside of the judicial branch. There can be no attorney legislators - no attorney mayors - no attorneys as police - no attorneys as governor. Yes, I know it happens all the time. However, this practice of multiple office holding by attorneys is prohibited by the Constitution and is a felony in most states.

If you read farther into your state Constitution you will find a clause stating this, the Separation of Powers, which will essentially read as follows:

Branches of government -- The powers of the state government shall be divided into legislative, executive and judicial branches. No person belonging to one branch shall exercise any powers appertaining to either of the other branches unless expressly provided herein.

*Therefore, a police officer cannot arrest a prosecutor, a prosecutor cannot prosecute a sitting judge, and a judge cannot order the legislature to perform and so on.*

Because these "offices " are not persons, the state will not, and cannot prosecute them, therefore they enjoy almost complete protection by the state in the performance of their daily duties. This is why it is impossible to sue or file charges against most government employees. If their crimes could rise to the level where they "shock the community" and cause alarm in the people, then they will be terminated from state employment and lose their absolute protection. If you carefully pay attention to the news, you will notice that these government employees are always terminated from their office or state employment and then are they arrested, now as a common person, and charged for their crimes. Simply put, the state will not eat its own.

The reason all state residents hold an office is so the state can control everything. It wants to create every single office so that all areas of your life are under the complete control of the state. Each office has prescribed duties and responsibilities and all these offices are regulated and governed by the state. If you read the fine print when you apply for a state license or privilege you will see that you must sign a declaration that you are in fact a "resident" of that state.

"Person" is a subset of resident. Judge is a subset of resident. Legislator and police officer are subsets of resident. If you hold any office in the state, you are a resident and subject to all legislative decrees in the form of statutes.

They will always say that we are free men. But they will never tell you that the legislatively created offices that you are occupying are not free. They will say, "All men are free, " because that is a true statement. What they do not say is, that holding any state office binds free men into slavery for the state. They are ever ready to trick you into accepting the state office of "person," and once you are filling that office, you cease to be free man. You become regulated creatures, called persons, totally created by the legislature. You will hear "free men" mentioned all the time, but you will never hear about "free persons."

If you build your life in an office created by the legislature, it will be built on shifting sands. The office can be changed and manipulated at any time to conform to the whims of the legislature. When you hold the office of "person" created by the legislature, your office isn't fixed. Your duties and responsibilities are ever changing. Each legislative session binds a "person" to ever more burdens and requirements in the form of more rules, laws and statutes.

Most state Constitutions have a section that declares the fundamental power of the People: Political power -- All political power is inherent in the People. The enunciation herein of certain Rights shall not be construed to deny or impair others retained by the People.

Notice that this says "people", it does not say persons. This statement declares beyond any doubt that the People are Sovereign over their created government. This is natural law and the natural flow of delegated power.

A Sovereign is a private, non-resident, non-domestic, non-person, non-individual, NOT SUBJECT to any real or imaginary statutory regulations or quasi laws enacted by any state legislature which was created by the People.

When you are pulled over by the police, roll down your window and say, "You are speaking to a Sovereign political power holder. I do not consent to you detaining me. Why are you detaining me against my will?"

Now the state office of policeman knows that "IT" is talking to a flesh and blood Sovereign. The police officer cannot cite a Sovereign because the state legislature can only regulate what they create. And the state does not create Sovereign political power holders. It is very important to lay the proper foundation, right from the beginning. Let the police officer know that you are a Sovereign. Remain in your proper office of Sovereign political power holder. Do not leave it. Do not be persuaded by police pressure or tricks to put on the mask of a state "person."

Why aren't Sovereigns subject to the state's charges? Because of the concept of office. The state is attempting to prosecute only a particular office known as "person. " If you are not in that state created office of "person," the state statutes simply do not apply to you. This is common sense, for example, if you are not in the state of Texas, then Texas laws do not apply to you. For the state to control someone, they have to first create the office. Then they must coerce a warm- blooded creature to come fill that office. They want you to fill that office.

Here is the often expressed understanding from the United States Supreme Court, that "in common usage, the term "person" does not include the Sovereign, statutes employing the word person are ordinarily construed to exclude the Sovereign." Wilson v. Omaha, 442 U.S. 653, 667 (1979) (quoting United States v. Cooper Corp., 312 U.S. 600, 604 (1941)). See also United States v. Mine Workers, 330 U.S. 258, 275 (1947).

The idea that the word "person" ordinarily excludes the Sovereign can also be traced to the "familiar principle that the King is not bound by any act of Parliament unless he be named therein by special and particular words. "

Dollar Savings Bank v. United States, 19 Wall. 227, 239 (1874). As this passage suggests, however, this interpretive principle applies only to "the enacting Sovereign. " United States v. California, 297 U.S. 175, 186 (1936).

See also Jefferson County Pharmaceutical Assn. Inc. v. Abbott Laboratories, 460 U.S. 150, 161, n. 21 (1983). Furthermore, as explained in United States v. Herron, 20 Wall. 251, 255 (1874), even the principle as applied to the enacting Sovereign is not without limitations: "Where an act of Parliament is made for the public good, as for the advancement of religion and justice or to prevent injury and wrong, the king is bound by such act, though not particularly named therein; but where a statute is general, and thereby any prerogative, Right, title, or interest is divested or taken from the king, in such case the king is not bound, unless the statute is made to extend to him by express words." U.S. Supreme Court Justice Holmes explained:

"A Sovereign is exempt from suit, not because of any formal conception or obsolete theory, but on the logical and practical ground that there can be no legal Right as against the authority that makes the law on which the Right depends." Kawananakoa v. Polyblank, 205 U.S. 349, 353, 27 S. Ct. 526, 527, 51 L. Ed. 834 (1907).

The majority of American states fully embrace the Sovereign immunity theory as well as the federal government. See Restatement (Second) of Torts 895B, comment at 400 (1979).

The following U.S. Supreme Court case makes clear all these principles:

"I shall have occasion incidentally to evince, how true it is, that states and governments were made for man; and at the same time how true it is, that his creatures and servants have first deceived, next vilified, and at last oppressed their master and maker."

" ... A state, useful and valuable as the contrivance is, is the inferior contrivance of man; and from his native dignity derives all its acquired importance "

"Let a [political] State be considered as subordinate to the people: But let everything else be subordinate to the state. The latter part of this position is equally necessary with the former. For in the practice, and even at length, in the science of politics there has very frequently been a strong current against the natural order of things, and an inconsiderate or an interested disposition to sacrifice the end to the means. As the state has claimed precedence of the people; so, in the same inverted course of things, the government has often claimed precedence of the state; and to this perversion in the second degree, many of the volumes of confusion concerning Sovereignty owe their existence. The ministers, dignified very properly by the appellation of the magistrates, have wished and have succeeded in their wish, to be considered as the Sovereigns of the state. This second degree of perversion is confined to the old world, and begins to diminish even there but the first degree is still too prevalent even in the several states, of which our union is composed. By a state I mean, a complete body of free persons united together for their common benefit, to enjoy peaceably what is their own, and to do justice to others. It is an artificial person. It has its affairs and its interests: It has its rules: It has its Rights: and it has its obligations. It may acquire property distinct from that of its members. It may incur debts to be discharged out of the public stock, not out of the private fortunes of individuals. It may be bound by contracts; and for damages arising from the breach of those contracts. In all our contemplations, however, concerning this feigned and artificial person, we should never forget, that, in truth and nature, those who think and speak and act, are men. Is the foregoing description of a state a true description? It will not be questioned, but it is"

"It will be sufficient to observe briefly, that the Sovereignities in Europe, and particularly in England, exist on feudal principles. That system considers the prince as the Sovereign, and the people as his subjects; it regards his person as the object of allegiance, and excludes the idea of his being on an equal footing with a subject, either in a court of justice or elsewhere. That system contemplates him as being the fountain of honor and authority; and from his grace and grant derives all franchise, immunities and privileges; it is easy to perceive that such a Sovereign could not be amenable to a court of justice, or subjected to judicial control and actual constraint. It was of necessity, therefore, that suability became incompatible with such Sovereignty. Besides, the prince having all the executive powers, the judgment of the courts would, in fact, be only monitory, not mandatory to him, and a capacity to be advised, is a distinct thing from a capacity to be sued. The same feudal ideas run through all their jurisprudence, and constantly remind us of the distinction between the prince and the subject."

"No such ideas obtain here (speaking of America): at the revolution, the Sovereignty devolved on the people; and they are truly the Sovereigns of the country, but they are Sovereigns without subjects (unless the African slaves among us may be so called) and have none to govern but themselves; the citizens of America are equal as fellow citizens, and as joint tenants in the Sovereignty. Chisholm v. Georgia, (February Term, 1793) 2 U.S. 419, 2 Dall. 419, 1 L.Ed 440."

There are many ways you can give up your Sovereign power and accept the role of "person." One is by receiving state benefits. Another is by asking permission in the form of a license or permit from the state.

One of the subtlest ways of accepting the role of "person" is to answer the questions of bureaucrats. When a state bureaucrat knocks on your door and wants to know why your children aren't registered in school, or a police officer pulls you over and starts asking questions, you immediately fill the office of "person" if you start answering their questions.

It is for this reason that you should ignore or refuse to " answer" their questions and instead act like a true Sovereign, a King or Queen, and ask only your own questions of them.

*\* asking, ... "as King"*

You are not a "person" subject to their laws. If they persist and haul you into their court unlawfully, your response to the judge is simple and direct, you the Sovereign, must tell him:

"I have no need to answer you in this matter. It is none of your business whether I understand my Rights or whether I understand your fictitious charges. It is none of your business whether I want counsel."



The reason it is none of your business is because I am not a person regulated by the state. I do not hold any position or office where I am subject to the legislature. The state legislature does not dictate what I do.

I am a free Sovereign "Man"(or woman) and I am a political power holder as lawfully decreed in the State Constitution at article I (or II) and that Constitution is controlling over you.

You must NEVER retain or hire an attorney, a state officer of the court, to speak or file written documents for you. Use an attorney (if you must) only for counsel and advice about their "legal" system. If you retain an attorney to represent you and speak in your place, you become "*NON COMPOS MENTIS* ", **not mentally competent**, and you are then considered a ward of the court. You LOSE all your Rights, and you will not be permitted to do anything herein.

The judge knows that as long as he remains in his office, he is backed by the awesome power of the state, its lawyers, police and prisons. The judge will try to force you to abandon your Sovereign sanctuary by threatening you with jail. No matter what happens, if you remain faithful to your Sovereignty, the judge and the state may not lawfully move against you.

The state did not create the office of Sovereign political power holder. Therefore, they do not regulate and control those in the office of Sovereign. They cannot ascribe penalties for breach of that particular office. The reason they have no authority over the office of the Sovereign is because they did not create it and the Sovereign people did not delegate to them any such power.

When challenged, simply remind them that they do not regulate any office of the Sovereign and that their statutes only apply to those state employees in legislative created offices. This Sovereign individual paradigm is explained by the following U. S. Supreme Court case **HALE v. HENKEL**:

**"The individual may stand upon his Constitutional Rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing there from, beyond the protection of his life and property. His Rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his Rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their Rights." Hale v. Henkel, 201 U. S. 43 at 47 (1905).**

Let us analyze this case. It says, "The individual may stand upon his Constitutional Rights." It does not say, "the sovereign. " There is a principle here is: "You're not signatory to the Constitution and not a party to the social compact. "

However, the sovereign ... "is entitled to carry on his private business in his own way. " It says "private business" - you have a Right to operate a private business. Then it says "in his own way. " It doesn't say "in the government's way. "

Then it says, "His power to contract is unlimited." As a Sovereign individual, your power to contract is unlimited. In common law there are certain criteria that determine the validity of contracts. They are not important here, except that any contract that would harm others or violate their Rights would be invalid. For example, a "contract" to kill someone is not a valid contract. Apart from this obvious qualification, your power to contract is unlimited.

Next it says, "He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing there from, beyond the protection of his life and property." The court case contrasted the duty of the corporation (an entity created by government permission - feudal paradigm) to the duty of the Sovereign 'man' . The Sovereign 'man' doesn't need and didn't receive permission from the government, hence has no duty to the government.

Then it says, "His Rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State. " This is very important. The Supreme Court recognized that humans have inherent Rights. The U.S. Constitution (including the Bill of Rights) does not grant Rights. We have fundamental Rights, irrespective of what the Constitution says. The Constitution acknowledges some rights and via the Bill of rights, but only as they operate upon the agents of government by their oath of office not to violate them in respect to the people. And Amendment IX states, "The enumeration in the Constitution, of certain Rights, shall not be construed to deny or disparage others retained by the people." The important point is that our Rights antecede (come before, are senior to) the organization of the state.

Next the Supreme Court says, "And [his Rights] can only be taken from him by due process of law, and in accordance with the Constitution." Does it say the government can take away your Rights? No! Your Rights can only be taken away "by due process of law, and in accordance with the Constitution." "Due process of law" involves procedures and safeguards such as trial by jury. " Trial by jury" means, inter alia, the jury judges both law and fact.

Then the case says, "Among his Rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law." These are some of the supposed Rights of a Sovereign man. Sovereign men need not report anything about themselves or their businesses to anyone.

Finally, the Supreme Court says, "He owes nothing to the public so long as he does not trespass upon their Rights." Therefore, does the Sovereign man owe taxes?

If you should discuss *Hale v. Henkel* with a run-of-the-mill attorney, he or she will tell you that the case is "old" and that it has been "overturned." If you ask that attorney for a citation of the case or cases that overturned *Hale v. Henkel*, there will not be a meaningful response. The OUTLAWS have researched *Hale v. Henkel* and here is what we found:

As stated above, we know that *Hale v. Henkel* was decided in 1905 in the U.S. Supreme Court. Since it was the Supreme Court, the case is binding on all courts of the land, until another Supreme Court case says it isn't. Has another Supreme Court case overturned *Hale v. Henkel*? The answer is NO. None of the various issues of this case has ever been overruled.

So, if the state through the office of the judge continues to threaten or does imprison you, they are trying to force you into the state created office of "person." As long as you continue to claim your Rightful office of Sovereign, the state lacks all jurisdiction over you. The state needs someone filling the office of "person" in order to continue prosecuting a case in their courts

## Unrevealed Obligations

There are 60+ million statutes on the books and over three million different law books on file in the Library of Congress.<sup>43</sup> Your straw man—and you by default as surety—is responsible for knowing and complying flawlessly with the letter of the law in every single statute in existence,<sup>44</sup> because “everyone is presumed to know the law” and “ignorance of the law is no excuse.”<sup>45</sup> If the Word Manipulators who claim the legal title of the straw man with which you are presumed contractually unified, decide that they will tax, fire, regulate, rob, incarcerate, and possibly even kill the abstract straw man, then you, the physical/ biological being, “go along for the statutory ride” and experience the consequences in realty. In such legal status you are devoid of capacity<sup>46</sup> for asserting/enforcing any rights; you have no standing in law, *i.e.*, a slave cannot sue his master/owner.

Through other such governmental legal fictions, with penalties for things as innocent as paying your straw man's Social Security payroll taxes, accepting “free” delivery of mail from the United States Postal Service, and taking out licenses issued in the straw man's TRADE NAME, otherwise sovereign men and women are unwittingly set up to have their lives utterly destroyed by Big Brother for "voluntarily" contracting as a surety for the straw man. As it turns out, the STRAW MAN is also responsible, jointly and severally<sup>47</sup> with other straw-men-debtor Social Security Account-holders, for payment of the “national debt”<sup>48</sup>; thereby making any man/woman with a Social Security card it his/her possession equally liable, as a co-surety,<sup>49</sup> for payment of the national debt.

---

<sup>43</sup> Three million average-size law books take up approximately 80 linear miles of library bookshelf space.

<sup>44</sup> At the inception of this country a man faced a total of only three possible crimes: Treason, counterfeiting, Piracy.

<sup>45</sup> Origin of this saying: [Hangings of the Witches](#), 1655.

<sup>46</sup> **Capacity:** Ability; qualification; legal power or right. See **capacity** in Glossary.

<sup>47</sup> **Jointly and severally:** In a fashion both common/shared, as well as distinct/separate; meaning that while there may be multiple debtors who are mutually liable for the same obligation, the entire obligation may be obtained from any single debtor.

<sup>48</sup> The so-called “National Debt” is the financial obligation of the U.S. Government claimed by the Federal Reserve Bank, based on use of the Fed's private property, (valueless/unredeemable) Federal Reserve Notes, as currency.

<sup>49</sup> **Co-surety:** A surety who shares the cost of performing suretyship obligations with another.

The Social Security Account is the straw man's account and is listed in your straw man's "TRADE NAME," not your "True Name." In Helvering v. Davis (301 U.S. 619, 57 S.Ct. 81 L.Ed. 1307, 904), the U.S. Supreme Court ruled that Social Security is neither an insurance nor a retirement program, but a welfare program.<sup>50</sup> Because of this fact, application for, and use of, a Social Security Account Number (SSAN), for one thing, is a tacit confession that one is so incompetent in managing his/her own affairs that he/she must appoint the U.S. Government as his/her "guardian" and seek eligibility for welfare payments. Such defective status is also known by other names, such as "child of the state" and "ward of the court,"<sup>51</sup> and is legally known as the doctrine of "parens patriae,"<sup>52</sup> wherein the state is considered the legal parent/guardian of those "under disability," and "unable to care for themselves." When you paid the first penny of the straw man's Social Security payroll taxes you executed the contract and confirmed that the straw man—and you by default (as surety)—was a child of the state, incapable of managing its own affairs, and needful of guardianship.

Also, in Flemming v. Nestor (385 U.S. 603, 4 L.Ed.2d 1435, 80 S.Ct. 1367 (1960))<sup>53</sup> the U.S. Supreme Court ruled that those who have paid in Social Security taxes over their lifetime have no vested interest in Social Security. No vested interest means that payment of Social Security benefits from the Social Security System is optional/discretionary and not obligatory. Thus, by law and by contract, when a Social Security taxpayer retires, FICA/Social Security System has no obligation for compensating the retiree/taxpayer. This is another reason why Social Security is an unconscionable bargain/contract.<sup>54</sup>

All of your accounts, certificates, securities, licenses, permits, etc. are in the name of your ens-legis, straw-man TRADE NAME. All accounts are the straw man's accounts, not yours. You are the surety attached thereto, and the party that everyone goes after for payment and specific performance because, between you and the straw man, you are the only one with the warm, breath capable of fogging a mirror. You are a sitting duck waiting to be blasted until you rectify this situation—and this is where the concept of "Redemption" enters in.

## Doing Business Under Your TRADE NAME

Corporate names, corporately colored names, trade names, marks, trademarks, and service marks are private property of someone, and all can be claimed as such. Government accepted custody of the name (property) when the newborn was registered via the original birth record/document. The straw man was "born"<sup>55</sup> on the first document emitted by government that referenced the name, if not on the original record/document itself. Sometimes the initial document is the Social Security card; sometimes it is a "CERTIFICATE OF LIVE BIRTH." There are literally dozens of variations of the birth certificate, as harmless as "Hospital" birth certificate and as profound as "Department of Commerce" and even "Federal Security Agency" birth certificates.

However, because everything about you is notated/registered/assigned/listed/vested in the name of, and accessed via, the straw man's TRADE NAME, all property is considered the straw man's property for purposes of acting out the charade that anyone other than the state owns anything.<sup>56</sup> However superficial this policy may be in terms of what actually transpires when a citizen finds himself in one of Big Brother's shakedowns, it is nonetheless an essential public relations tool for maintaining order within the flock as individual sheep are cornered and shorn. In terms of finance, commerce, and law, the entire planet actually functions in a mirror image world of reality, anchored by private money that represents liability—not substance i.e. Federal Reserve Notes, "FRNs."

---

<sup>50</sup> See "The Curse of Co-Suretyship" Section 3 for details.

<sup>51</sup> **Wards of court:** Infants and persons of unsound mind. Black's 4<sup>th</sup>,

<sup>52</sup> **Parens patriae:** [Latin "parent of his or her country"] The state regarded as a sovereign; the state in its capacity as provider of protection to those unable to care for themselves. Black's 7<sup>th</sup>.

<sup>53</sup> See "The Curse of Co-suretyship" Section 3 for details.

<sup>54</sup> For a comprehensive treatment of the Social Security confidence game and the enormous liabilities of co-suretyship, see "The Curse of Co-Suretyship" in section 3; must-reading for anyone with a Social Security card.

<sup>55</sup> The legal definition of the word "birth" in Black's 1<sup>st</sup> accommodates both the animated life of the newborn baby and the statutory creation of the straw-man TRADE NAME: "Birth: The act of being born or wholly brought into separate existence."

<sup>56</sup> "...The ownership of all property is in the State; individual so-called ownership is only by virtue of government, i.e. law amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State." See Senate Document 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session in Glossary.

We all live in a corporate bubble, literally the Federal Reserve/IMF Plantation.” Government, a bankrupt front and sham entity for the Federal Reserve /IMF creditors, has no other way of doing business with you and managing the accounting ledgers other than by using the name of the artificial person contrived from your true name set in capital letters/abbreviated:

True name, initial letters only capitalized = **de jure**<sup>57</sup>/solvent/ sovereign/  
flesh-and-blood/ American Citizen/ creditor  
ALL-CAPS/abbreviated TRADE NAME= **de facto**<sup>58</sup> Bankrupt/ subject/  
ink-on-paper/ “citizen of the United States”/debtor

Under the current paradigm,<sup>59</sup> there is no other way the industrial community can do business with you<sup>60</sup>—and that is all it is: business/commerce. Your TRADE NAME is the name by which all of your products and services are identified and known in commerce.

## Trademarks

Trademark is defined as:

“A word, phrase, logo, or graphic symbol used by a manufacturer or seller to distinguish its product or products from those of others. The main purpose of a trademark is to guarantee a product's genuineness. In effect, the trademark is the commercial substitute for one's signature.... In its broadest sense, the term trademark includes a servicemark. - Often shortened to mark....” Black's 7<sup>th</sup>.

Your truer name cannot be classified as a “word, phrase, logo, or other graphic symbol” because it is constructed in accordance with the rules of English grammar. Your true name corrupted into an all-capital-letters format, however, eminently qualifies as a “word, phrase, logo, or other graphic symbol” and also a “commercial substitute for one's signature,” because such an assemblage/concoction of letters cannot be defined/classified In any other way. The ALL-CAPS realm is a corporate realm and none other.

Common-law trademark is defined as:

**“One appropriated under common-law rules, regardless of statutes.” Black's 4<sup>th</sup>**

This is why you need not consult statutory law and secure approval from Any governmental agency in appropriating (claiming) and enforcing a common-law copyright on your trademark,<sup>61</sup> i.e. your “TRADE NAME.”

Your services (labor) are delivered, billed, and paid for via this trademark/servicemark, which encompasses everything about you in the world of commerce because it is via that entity that commercial interface is achieved. When we lost the gold-backed currency we lost personal accountability and took on corporate limited liability; we lost the capability for extinguishing (terminating) a debt with substance (gold) and took on the mechanism for merely discharging a debt (placing the debt in limbo/suspension) with privately owned liability instruments (FRNs). Your TRADE NAME/trademark is your ticket for doing business with the modern, bankrupt industrial community, and uniquely identifies all products and services brought into existence by your hand. Your only real shortcoming was that you were unaware that your TRADE NAME/trademark was just that.

---

<sup>57</sup> **De jure:** Of right; legitimate; lawful; by right and just title. In this sense it is the opposite of de facto.

<sup>58</sup> **De facto:** This phrase is used to characterize an officer, a government, a past action, or a state of affairs which must be accepted for all practical purposes but is illegal or illegitimate.

<sup>59</sup> **Paradigm:** Any pattern or example; model.

<sup>60</sup> For documentary proof of this fact from the Federal Reserve, see “How to Sign Your Signature Without Liability” on page 315 in Section 10, Handling Presentments.

<sup>61</sup> The use of trade-marks is as old as commerce itself. The conventional trade-mark is a part of what is called “the symbolism of commerce” (Browne on Trade-marks, Second Edition, Sections 1, 26).” Ruhrstrat v. The People of the State of Illinois, 185 Ill. 133 57 NE

You have been conducting your life as though you were dealing with other true-name, sovereign men and women, when in actuality both you and the people you have been dealing with have: been operating via a camouflaged, corporately colored, artificial-person TRADE NAME trafficking in privately owned, valueless Federal Reserve Notes.<sup>62</sup> The reason that all industrial- community computers have only “all-caps capability” for displaying the names of customers should now be clear.

### Sovereignty<sup>63</sup>

"The Federal Reserve is not an agency of Government. It is a private banking monopoly.... The policies of the monarch are always those of his creditors."

Congressman John R. Rarick, Congressional Record, February 1, 1971

The dilemma of operating in today's political environment pans out like this: almost every government in existence has been bankrupted by the same, small tribe of Luciferian shysters, and the notion of a trustworthy, principled, and self-determined politico is a subject reserved for the history books.<sup>64</sup> As Congressman Rarick so astutely pointed out 30 years ago, the actual sovereigns are the creditors in finance/commerce, not the national puppets promoted on TV and in the newspapers.

The disinformation circus run by the media (also a controlled monopoly of the Money Power) is an indispensable component of the global con because the Federal Reserve creditors are so few in number they could easily be exterminated—so they believe -if identified by even a small segment of the population. People must be made to believe that governmental leaders are acting autonomously, with the best interests of the people at heart, if the scam has any change of enduring.

When a sovereign borrows/accepts credit, he/she takes on a creditor, and the creditor inherits supreme claim over the sovereign's realm. The “laws” of the U.S. Government are the policies of the Federal Reserve/IMF creditors officially, corporately, legally, and otherwise.<sup>65</sup> Politicians are now even called “policy-makers,” instead of just their original (spurious) moniker, “lawmakers.” “Public policy” is the watchword and credo of all U.S. political and judicial (legal) undertakings. The creditors dictate over the full spectrum of governmental activity in America with an iron fist—from the highest office in the land, all the way down into a governmental activity as apparently mundane as “parking tickets” (leading source of revenue for all major, and many smaller, American municipalities).

---

<sup>62</sup> The proclaimed “value” of Federal Reserve Notes, FRNs,” is their so-called “purchasing power,” which amounts to nothing more than people's collective lack of awareness of the con. For a very brief period in history FRNs could be redeemed for lawful money, but that facility vanished with the lawful money. FRNs can no longer be redeemed for anything of value (including the debased, token metallic coins in circulation). People have confidence that FRNs will continue being accepted in exchange for items of substance, so people keep accepting FRNs in exchange for the goods and services they offer. The only “value” of a FRN is its prospect for being accepted by the next guy in exchange for the goods and services he is selling. FRNs are fiat (by decree) money issued by the holders of the monopoly on the medium of exchange, and penalties for their use are enforced via military and quasi-military measures. See Secretary in Glossary.

<sup>63</sup> **Sovereignty**: Supreme dominion, authority, or rule. Black's 7<sup>th</sup>. “Sovereignty itself is, of course, not subject to law, for it is the author and source of law...” Yick Wo v. Hopkins, 118 U.S. 35a, 6 5.Ct. 1064 (1886}.

<sup>64</sup> Although others may exist, Congressman Ron Paul from Texas is the only contemporary DC politician that your authors are aware of who is an exception re this characterization.

<sup>65</sup> All U.S. “law” is copyrighted property of the following British corporations: the Thompson Group, LLC,. LTD, with offices located In Montreal, Quebec, Canada owns, inter alia West Publishing Company; Barclays West Group; Baneroft Whitney; Clark Bordman, Callaghan; Legal Solutions; Rutter Group; Warren, Gorham & Lamont; Lawyer's Coop; Reed Elsevier owns, inter alia: Lexis; Deerings Codes. It has also been confirmed that Black's Law Dictionary is copyrighted British law.

A sovereign is the author and source of all law in his own realm, a subject of no one. If the creditor is the one who sets the policy (makes the laws) of the monarch, it is easily discernible that the real sovereign is the creditor of the U.S. Government, not the smiling politician chirping sound, bites and performing for the camera. How does one get established as a creditor/sovereign and become the author and source of all law with which one is associated? Answer:

**By becoming the sole source and arbiter of all terms and conditions of every private, consensual contract under which one “does business” with Big Brother, and all others, as well.**

This is an apparently tall order at first glance, but realistically attainable if equipped with the right knowledge.

### Consensual Contracts

A member of the sovereign constituency is guaranteed many rights under the Constitution of the United States of America, 1787. Possibly the most significant paramount right is that of contracting with whomever one desires and, in such event, that any obligations associated therewith shall not be impaired by any outside (third) party. The most widespread, debilitating malady current afflicting nearly all sovereigns in America is the proclivity for capitulating when pressured by one of Big Brother's operatives, e.g., attorneys, judges, traffic cops, IRS agents, etc., and consenting and doing business under whatever terms said operative dictates.

This affliction is contracted in a number of ways, one of which is through ignorance of the true nature of modern government, i.e., a for-profit, insolvent, commercial undertaking.

---

Having left the realm of a de jure political operation “of, by, and for the People” upon incorporation in 1871,<sup>66</sup> all governmental business in America today is strictly. private, confirmed in *Clearfield Trust Co. v. United States* (318 U.S. 363; 63 S.Ct. 573 (1943)):

“Governments descend to the level of a mere corporation and take on the character of a private citizen [as an issuer of private, corporate, commercial paper, i.e., securities] ... For purposes of suit, such corporations and entities are regarded as an entity entirely separate from government.”

When an American sovereign is approached by any of the numerous kinds of government revenue agents acting on behalf of the Federal Reserve creditors, the contact is for the purpose of collecting debt<sup>67</sup> (Federal Reserve Notes = debt), not lawful money (gold and silver coin), and not for anything as far-fetched as securing the noble ideals espoused in the Declaration of Independence and the Constitution, and otherwise generally associated with “the American way of life”.<sup>68</sup>

---

<sup>66</sup> The U S Government incorporated as a for-profit, commercial enterprise in thy Legislative Act of February 21, 1871, Forty-first Congress, Session III, Chapter 62, page 419; and chartered a Federal company entitled “United States,” i.e. “United States [1871],” a/k/a “US Inc.,” a “Commercial Agency” originally designated as “Washington D.C.,” in accordance with the so-called 14 Amendment, which the record indicates was never ratified [see Utah Supreme Court Cases, *Dyett v Turner*, (1968) 439 P2d 266, 267, *State v Phillips*, (1975) 540 P 2d 936; as well as *Coleman v. Miller*, 307 U.S. 448, 59 S. Ct. 972; 28 *Tulane Law Review*, 22; 11 *South Carolina Law Quarterly* 484; Congressional Record, June 13, 1967, pp. 15641-15646].

<sup>67</sup> Every single type of attempt at collecting money, including income tax liens, levies, and garnishments and even parking ticket fines, is legally classified as “debt collection”—and falls under the Fair Debt Collection Practices Act—because the object of the collection (currency/“money”) consists strictly of debt instruments (Federal Reserve Notes): Collection of Federal Reserve Notes – Collection of debt.

<sup>68</sup> “The land of the free and the home of the brave” has the highest per-capita incarceration/imprisonment rate of any country in the world, an astonishing fact.

When Big Brother's hatchet men come calling, they grant you full importance and respect for the sovereign that you are, i.e. for knowing that all your actions are self-determined, and for knowing exactly what you are doing and with whom you are doing it. You see, all government and quasi-governmental actors are just out there beating the bushes, scaring up business, and it is fully expected that you, the sovereign, are aware of this fact. Giving you an education on civics and current events (national bankruptcy, non-substance commercial scrip<sup>69</sup> for currency, sham government, occupation by foreign military officers,<sup>70</sup> unconscionable co-suretyship obligations<sup>71</sup> for the debt of the U.S. Government, etc.) is not part of their job description. Therefore, whenever you enter into an “exchange with a government revenue officer you provide tacit consent and “execute” the contract established thereby (government’s paramount objective—above all others—is acquisition of your wealth/money/property/assets).

This phenomenon is no different than walking into a restaurant, examining the menu, and then placing an order when approached by the waitress: it is expected that you know what you are doing, that you know you are fully liable for the meal you order and consume, and that you will pay the bill when it arrives. The contract so formed is called an implied contract, and is based solely on consensual conduct, rather than express (written) agreement—i.e., if you place an order for food you also tacitly consent and accept full responsibility to pay for it.

Government-type “waiters/waitresses” (code-enforcing revenue officers) do nothing but “work the shop” (patrol corporate US turf), looking for “customers” (unwary, trusting, sovereign American men and women) who “wanderin” (are not aware of the difference between de facto-“US”-statutory-law and de jure-“American”-common-law jurisdictions), and “write up orders” (cite/assess code infractions) which are eventually “paid for by the customer” (extorted from the sovereign American) on his way out the door (in exchange for the sovereign American's freedom of locomotion).

Before any contractual encounter commences—i.e., before a code-enforcement operative evokes your unwitting execution of a contract—you are considered a sovereign being who can claim all protections afforded by the Constitution from the de jure government, one of which is contracting with whomever you wish. That the code-enforcer does not represent the de jure government is of no consequence. You are also accorded, as a sovereign, respect for having full understanding of what you are getting into and with whom you are dealing, and for contracting as you best see fit. That you decide on doing business with a municipal corporation in Chapter 11 Reorganization<sup>72</sup> is a bona fide, self-determined, commercial discretion that any businessman can reasonably make, and which is warmly welcomed by those soliciting the business. The major discrepancy in the transaction is that there is no meeting of the minds, a necessary component in any valid contract, but since you are a sovereign, you are nevertheless respected for any bargains, you enter into, however unconscionable they may be.

This all takes place, of course, in the straw man's TRADE NAME, but that is a rather moot point when one is faced with such finalities as garnishment of wages, evictions and the business-end of a loaded .38-caliber police special. The system justifies abuse of the American sovereign, indeed thrives on it, because the sovereign was duped “fair and square”<sup>73</sup> into becoming a surety for the TRADE NAME.

### **The Cure for “Volunteer-itis”**

If you are not absolutely certain that you are a sovereign, guess what: you are not a sovereign. True sovereignty begins between your ears and is actualized when Big Brother's operatives determine that you are certain of exactly who you are and what you are doing.

---

<sup>69</sup> **Scrip:** Paper money issued for temporary use in an emergency.

<sup>70</sup> For details about foreign military occupation see Section 2, “The Truth About Esquires.”

<sup>71</sup> See Section 3, “The Curse of Co-Suretyship,” for a complete explanation.

<sup>72</sup> Mr. Speaker. We are now hire in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any bankrupt entity in world history, the U.S. Government...” Representative James A. Traficant Jr., Congressional Record, March 17, 1993, Vol. 33. See **Chapter 11 Reorganization**. in Glossary

<sup>73</sup> All's fair in love and war,” and the U.S. Government officially and legally declared war on thy American people on March 9, 1933 in the Amendatory Act of March 9, 1933 to the Trading With the Enemy Act of October 6, 1917. For a detailed explanation of your official “enemy” status see **Trading With The Enemy Act of October 6, 1917** in Glossary.

How does sovereignty manifest in today's world? As of March 9, 1933, life is no longer the same in America. Currently, sovereignty is evidenced when the everyday, contracts one enters into cease being one-sided, unconscionable bargains with Government agents, courts, taxmen, banks, and corporations, and uniformly begin being self-determined-, consensual-, clean-hands-, full-disclosure-type relationships where each party is fully informed of the actual terms of the contract—going into the contract—rather than discovering after the fact that one has been shanghaied.

How does one cease being a victim of government, forced into complying with the terms of endless unconscionable contracts? **By not consenting** "Not consenting" means just that: declining participation in the communications not approving of that which is proposed; not taking part in the dialogue; opting out from the very beginning/first instant, before anything can be construed as having contractually begun; refusing discussion of the merits of the situation; informing the code-enforcing revenue agent that you do not wish doing business with him/her, etc.

The Supreme Court has consistently ruled that no one has any compulsion to enter into any contract with anyone else—including de facto municipal) corporations like United States Inc. and its myriad da facto political subdivisions such as "STATE OF FLORIDA" (rather than "Florida Republic") and "COUNTY OF DALLAS" (rather than "Dallas County"). There is no requirement that anyone consent with anything; the word itself means *mutual approval*, and if you don't approve, *no contract commences*.

There are probably many reasons why otherwise strong-willed Americans (shadow- sovereigns) routinely submit and go along with what is forced upon them: fear, misplaced trust, anticipated harm, feelings of guilt, etc. What is missed is that the revenue agent's first objective in demanding the money is forming a contract—a contract that can be justifiably enforced at a later time, if necessary. The judge/cop/attorney/taxman/etc. is raising revenue on behalf of his/her corporate employer, and more times than not sharing in the take.<sup>74</sup> It's just business, and anyone can refuse to do business with anyone else—even with government. Granted, this can be a terrifying experience if you are the object of something as life-threatening as a "routine traffic stop," but you can still prevail despite the odds:

When the reader fully absorbs the knowledge available in this volume, he/she will be fully capable of making his/her own decisions about what should be said, and how it should be said, if confronted by code-enforcement-type actors/revenue agents both in person and in writing. When someone realizes his/her creditor/sovereign standing, all confusion evaporates, and he/she has knowingness and certainty of what should be said and done in any circumstance. The above sample dialogue has been provided only because it is a vivid, easily understood illustration of how people can avoid being coerced into doing business with Big Brother at any level of confrontation.

Re the issue of copyright infringement: copyrighted property—unless they use it for commercial gain,<sup>78</sup> i.e. making money through the use of the private property without the copyright holder's autoionization. As addressed elsewhere in this manual, all demands for payment constitute an issue of public currency.

---

<sup>74</sup> The term "booty" is legally defined w "The capture of personal property by a public enemy on land, in contradistinction to prize, which is a capture of such property at sea.... The right to booty belongs to the sovereign; but sometimes the right of the sovereign, or of the public, is transferred to, the soldiers, to encourage them." Bouvier's Law Dictionary Eighth Edition (1914). Legally speaking, at least in accordance with The Amendatory Act of March 9, 1933 to the Trading With the Enemy Act of October 6, 1917, Judges and IRS agents are public enemies (see public enemy in Glossary) of the American sovereign constituency (American men and women), soldiers in service of foreign masters, and, appropriately, share handsomely "in the booty/plunder they capture in the course of their duties. Judges administer and enforce copyrighted law of British corporations exclusively (see bar in Glossary), and IRS, officially disclaimed as an agency of the United States Government by the United States Attorney (see Internal Revenue Service in Glossary), is domiciled in Puerto Rico under the Secretary of the Treasury of Puerto Rico (see Secretary in Glossary). See booty in Glossary for details.

<sup>78</sup> Title 17 United States Code, Chapter 1, Section 107 (statutory law) lists fair uses of copyrighted material that do not constitute copyright infringement. None of the fair uses includes commercial gain. See *copyrights* in Glossary.



Remember: there is no substance money in circulation. Until 1933, Federal Reserve Notes could be redeemed in “lawful money of the United States,” meaning that Federal Reserve Notes never were, and are still not, lawful money. Having left the gold standard, we are now on the promise to pay” standard. A promise to pay now creates “money,” and is what funds your mortgage, auto loan, credit card purchases, and every other kind of “loan you take out” (including traffic tickets). A promise to pay is a negotiable instrument (“money”) and is defined at UCC 3-104. The traffic cop in the above example intended on taking out a loan” in the name of the motorist's straw man’s TRADE NAME by extracting the motorist’s **promise to** (appear and then) **pay**, thus saddling him with the bill as surety for the TRADE NAME, The Copyright Notice short-Circuits anyone from using your TRADE NAME for unauthorized commercial gain,<sup>79</sup> the primary objective of virtually every single government on the face of the earth.

### Consent = Contract

Had the motorist even tolled down the window upon the officer's opening statement he would have formed a damning contract with the officer. Two timeless and universal maxims of law are “Contract makes the law,” and “Offer + Acceptance = Contract.” The motorist’s acceptance of/compliance with any offer/order from the officer—before establishing the fact of duress—finalizes a consensual (mutually approved) contract between the two whereby the motorist has “decided” that he will do business with the officer on the officer's terms, thereby providing the officer with justification for the use of any “necessary” violence in carrying out any duties associated with the contract (expropriating revenue).

When one party—anyone approaches another party seeking cooperation, information, etc. and the approached-party cooperates/provides information, the approaching party is automatically in the driver's seat and is calling the shots, i.e. “his offers of communication are being accepted and acted upon. Police and other such professional provocateurs, especially judges, are experts in inducing cooperation and participation both through the threat of violence/incarceration and the use of deceitful communication techniques whereby the prey is tricked into entering the “contract” before becoming aware that any contrast has been formed.<sup>80</sup> The pretexts used by Big Brother’s henchmen for slyly establishing "contracts" with unwitting "customers" are many; the object of all such cons, however, is always the same: the victim-citizen’s wealth (money, property, assets).

Code-enforcement-type actors are seeking the slightest measure of justification for carrying out their agenda. Nearly all of them know that consent is required every step of the way, though many will arrogantly storm ahead without it, thinking they are above the law. They may be above statutory law/code, but no one is above the Articles of the Uniform Commercial Code governing private, consensual contracts.

A unique aspect of consensual contracts is that the agreed-upon terms may be privately enforced (true commercial law) because there is no controversy/dispute. needful of resolution by a third party (judge/court). The UCC is pre-judicial and non-judicial. That is why the creditor/motorist in the above example could begin seizing Certain property registered in the officer's TRADE NAME following the officer's default on payment of the obligation after having been given the opportunity to back out of the contract, and after being properly invoiced—because it is so stated in the consensual contract (both the Copyright Notice and subsequent; formal contract that the creditor/motorist would send the officer if he were issued a citation). The officer would have consensually entered the contract if, after having been fully noticed of its terms, he did not fully, formally, and officially withdraw and delete/erase/destroy all traces of the motorist's copyrighted property brought into existence by him (and possibly even surrender all original ,documents-written, electronic, and taped—and all copies thereof, containing both the policeman's signature and the motorist's TRADE NAME depending on the severity of the terms of the contract set by the motorist). The sole possible exception might be using overwhelming military force, but any such undertaking is rare and short-lived because the same, small group behind the Federal Reserve/IMF consortium dictates over the armed forces of all major powers of the world, including United Nations, from the top.

---

<sup>79</sup> What is not scared off with the Copyright Notice can be crushed with either of a couple of new documents, revealed in the Practical portion of this manual, that identify the transgressing party by name and set the terms of the consensual contract.

<sup>80</sup> This phenomenon is evidenced nowhere more clearly than in contemporary American courtrooms when a judge threatens a "patriot-type" with contempt if he continues bringing up the issue of constitutional rights technically speaking, a traffic citation recipient (shadow-sovereign), for example, ***abandons the Constitution in favor of the Vehicle Code the instant he forks over his driver's license*** and begins doing business with a traffic cop-long before entering the courtroom.

## Creditor - Sovereign

In modern global society, there are few truly sovereign jurisdictions where outside creditors (Federal Reserve/IMF) do not have final say-so over that domain and everything in it. When anyone can dictate the terms of a contract with any government's code-enforcement personnel, that party is the creditor in the matter and a sovereign by definition. This is an inescapable fact because, based on the negative-value/liability aspect of the currency, all such purported "valuable consideration," e.g. FRNs (all FRNs are borrowed into existence and represent debt/liability only), there is, for all intents and purposes, no other ways if actualizing political sovereignty on this planet at this time.

These fiends own/control all official media of exchange (currencies) and foreclosed on all governments of any stature and installed their own talking heads decades/centuries ago. Therefore, the fullness of your own political power/autonomy/sovereignty is determined solely by your personal abilities in dealing with government front men. who attempt to engage you in contract at the behest of their masters, the currency/government owners/creditors, for the purpose of expropriating your wealth, assets, and resources without exchanging anything of value.

Sovereign political power is wielded when a would-be commercial invader/marauder withdraws and abandons his/her assault on your property/freedom based on the liabilities involved in doing business with you. When you can enforce a private consensual contract against members of the corporate government of the country you live in, despite the fact of being their declared enemy in war, you have indeed demonstrated sovereignty as well as it can be demonstrated. The real game is not in being legally detached from all commercial intercourse in society; the real game is being actively engaged in any and all desirable social/commercial exchanges in life, just not being penalized/punished solely because one is a participant—the unfortunate status quo for most folks in America at this time.

## Taking Control of the TRADE NAME

Whereas the Copyright Notice officially establishes legal title re the TRADE NAME under common law and sets forth the terms of the consensual contract for its unauthorized use, the UCC is what is used for enforcing the terms of the contract. Even though the Copyright Notice does not depend on the UCC for its validity and enforceability, its provisions are written in strict accordance with UCC guidelines for facilitating easy and thorough non-judicial foreclosure proceedings on any who would attempt commercial gain at your expense through unauthorized use of your TRADE NAME. However, the paperwork-aspect of dealing with assaults/attacks on your freedom/property will not be taken up here, but rather under “Handling Presentments” in the Practical portion of this manual,

***“What's good for the goose is good for the gander.”*** If government agents, prosecutors, judges, attorneys, police, taxmen, etc. can freely engage your *ens-legis*, artificial-person, straw-man TRADE NAME in business, then so can you. That their computer are rigged for listing account names in ALL-CAPITAL LETTERS only—a practice falling outside both the bounds of English grammar and the prescriptions of law—when such could just as easily be programmed for writing in English, is conclusive evidence that a different game is being played than the one advertised. Every conceivable roadblock for deflecting general comprehension of this most ingenious of subterfuges has been meticulously installed down through the centuries, with unimaginably complex safeguards for keeping even lower-level operatives in the dark. Pleading innocence and claiming helplessness based on feigned, archaic, computer-programming limitations,<sup>81</sup> however, will no longer wash as an excuse from Big Brother's front men. Besides copyrighting the TRADE NAME under common law, the most important objective is establishing an equivalent claim under the aegis of the UCC.

---

<sup>81</sup> The National Security Agency's modern “Echelon” computerized global electronic surveillance system, with installations in Yakima, (Washington, USA), Wailhopai (New Zealand), Geraldton (Australia), Hong Kong, and Morwenstow (UK), employing Cray supercomputers capable of executing a billions transactions a second, taps into the system of Intelsat satellites and currently tracks—in real time all fax, telex, Internet, email and long-distance telephone traffic worldwide, using verbal/electronic word-recognition. technology re key “trigger” words and intercepting/monitoring all such traffic. Governments, fronts for their masters, the Federal Reserve/IMF cabal, are in business strictly for extorting money from the constituency, and no expense is spared in ensuring that the flock is properly fleeced. If the accounting and computer systems are set up in a certain way, then that is what guarantees maximum profit. The lame, “That's just the way our computers are set up [ALL-CAPS mode]” is a hackneyed ruse that will only work on those who still believe that the government is here for the purpose of helping people.

Since you are a different party than the ens-legis TRADE NAME, you may do business with it if you desire, and you can also obtain official acknowledgment of the contract from a government agency: the UCC filing office. The following series of documents has been painstakingly developed and formulated for maximal protection of this contractual relationship, thereby preventing any third party from intervening and impairing the private contract.

## **The Private Agreement** **Contractual Basis of the Relationship**

The document that establishes the contractual relationship between you, the living, breathing man/woman as the creditor, and the TRADE NAME, the corporately colored, ens- legis, artificial-person straw man as the debtor, is called the Private Agreement." As a Redemptor,<sup>82</sup> the only requirement for forming this contract is the personal certainty that you are not the TRADE NAME and that the TRADE NAME is a bona fide legal entity, separate and distinct from you. The Private Agreement is a bargain of the parties in fact and qualifies as an "agreement" under the Code at UCC 1-102(3). A sample, two-page Private Agreement for the fictitious character "John Henry Doe" and his straw man, "JOHN HENRY DOE," is provided in the Practical section, and should be studied for full understanding of the nature of this particular type of creditor-debtor relationship and why such an agreement/contract is entirely legitimate.

**Your Private Agreement is just that, private, and should never be filed in the UCC filing office nor shared with any adversary.** This document is strictly between you and your straw man and forms the lawful basis of your contractual relationship with each other. As a member of the sovereign constituency, the Constitution provides that "No State shall...pass any...Law impairing the Obligation of Contracts..." Your contract with this particular person (ens legis) is inviolate and shall remain so, unimpaired by any third party.

## **The Hold-Harmless and Indemnity Agreement** **A Most Vital Component**

Despite all other incredibly positive aspects and elements of this process, if thee following single point is not firm and legally addressed and established the whole effort can, be nullified. As mentioned earlier in this essay, Big Mother's entrapment scheme consists of: (1) corrupting a sovereign's trade name into an all-capital-letter, "citizen of the United States" TRADE NAME, and then (2) conning the sovereign into unwittingly "voluntarily" contracting as surety for the TRADE NAME, concealing from the victim his/her new status, but also ruthlessly enforcing the new suretyship obligations without explanation. ,

The Hold-harmless and Indemnity Agreement is a commercial/legal document wherein the TRADE-NAME debtor expressly covenants that: (1) the creditor is neither a surety nor an accommodation party (see UCC 3-419) for the debtor; and (2) the debtor holds harmless and indemnifies the creditor (you) from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses both issued in and associated with the debtor's TRADE NAME.

This issue is extremely profound when one realizes that a man/woman in jail awaiting arraignment (legal event where the defendant enters a plea before the magistrate) is not the actual defendant, but the surety for the defendant. Through more legal trickery, the unwary and unwitting surety is duped into unconscionably identifying himself/herself as. "The defendant" when addressed by the magistrate as such, and thereby "voluntarily" and magically becomes the defendant from that point forward. In this type of exchange, the TRADE NAME (actual defendant) is legally and technically a "dummy," and serves as the legal object, at least on paper, until the surety associated therewith can be suckered into taking its place (mee dummy/, in Glossary). The Hold-harmless and Indemnity Agreement is attached with the Security Agreement (described below) and made fully part thereof by inclusion in the filling process. A certified copy of a filed UCC Financing Statement referencing a Security Agreement and Hold- harmless and Indemnity Agreement, as set forth in this manual, constitutes documentary evidence that the ALL-CAPS party named in any indictment, warrant, etc. is not the flesh- and-blood man/woman being held in captivity, but rather. the artificial TRADE NAME a fact of enormous legal significance considering the techniques used by the judicial system in attracting new customers, generating repeat business, and marketing their services

---

<sup>82</sup> **Redemptor:** Latin. One who buys back or reclaims. For purposes of this manual, a Redemptor is one who legally establishes the supreme claim (recovers legal title) over his/her straw man's TRADE NAME.

## The Security Agreement

### CREATION OF A SECURITY INTEREST - IMPORTANCE OF THE COMMON LAW

A Security Agreement is a consensual agreement whereby a debtor transfers a security interest in collateral in exchange for valuable consideration, and is defined as “an agreement that creates or provides for a security interest” (UCC 9-102(â)(73)). A security interest is an interest in property that secures payment/performance of an obligation (UCC 1-102(37)) and is the UCC-equivalent of a statutory lien; i.e. a security interests pre-judicial and non-judicial.

Whereas the Private Agreement lays out the terms of the commercial agreement between the two parties and is “authenticated”—meaning signed, see UCC 1-102(39) by each, the Security Agreement concerns only the debtor's pledge of property (the collateral) and, accordingly, need only be authenticated by the debtor (there is nothing preventing the secured party from signing as well, as is recommended herein).

Following execution of the Security Agreement the creditor is known as the “secured party,” because he has the benefit of a security interest in the property of the debtor; i.e. he is secured, in the event the debtor does not make payment/perform as agreed. A secured party is a party in whose favor a security interest is created/provided for under a Security Agreement (UCC 9-102(a)(72)).

### WHEN THE SECURITY INTEREST IS SAID TO “ATTACH”

Generally, the security “attaches” and becomes enforceable against the collateral the moment the following three requirements are satisfied: (1) there is an adequate Security Agreement between the parties describing the collateral; (2) the secured party (creditor) gives value<sup>83</sup> of some kind; and (3) the debtor has rights (ownership) in the collateral/power to transfer rights in the collateral (see UCC 9-203(b)). There are, however, certain types of property for which attachment of the security interest can occur only in a certain way, other than fling—meaning that mere description of the collateral in the Security Agreement is not adequate.

### TYPES OF PERSONAL PROPERTY/COLLATERAL

There are two broad types of personal property. classifications: tangible and intangible. Tangible property is categorized as “goods,” which means “all things that are movable when security interest attaches,” and includes fixtures (goods that are attached with real property), some standing timber, unborn animals, crops, manufactured homes, and computer programs embedded in goods so that the software is considered part of the goods (UCC 9-102(a)(44)). All goods are subcategorized at UCC 9-102(a), based on their use in the hands of the debtor, into one of the following types: (1) consumer goods; (2) farm products; (3) inventory; and (4) equipment.

Intangible personal property, on the other hand, is classified by its characteristics—rather than how the debtor uses it—and consists of the following subcategories: (1) money; (2) investment property; (3) commercial Port claims; (4) letters of credit; (5) letter-of-credit rights; (6) chattel paper; (7) instruments; (8) deposit accounts; (9) accounts; (10) documents; and (11) general intangibles.

There are many more sub-classifications of personal property,<sup>84</sup> but all fall within one of the above 15 categories of tangible and intangible property. Fortunately, the intricate distinctions of and between all the different kinds of personal property are less significant for our needs than they are for those of Big Brother's henchmen. We are merely bolstering our own position for maintaining commercial integrity; Big Brother's operatives are out there playing the game of swindling people's wealth, while attempting to avoid general detection as being engaged in such activity. Remember: the substitute money (FRNs) system is designed expressly for generating defaults and bankruptcies and channeling all private wealth into the hands of the owners of the governments.

---

<sup>83</sup> **Re value:** Because of the contemporary de facto monetary system, which functions in a mirror image of reality via debt-instruments (FRNs) that carry an inherent liability (interest, income Tax), rather than lawful money (gold and silver coin) that carries no such liability, the UCC-definition of value (a most significant term in the, UCC) is 180°- out from the one found in conventional dictionaries. The bearing of this term on UCC matters is addressed-in the Practical portion of this manual.

<sup>84</sup> For a comprehensive list of every kind of personal property in existence, see “Collateral” section in Security Agreement in the Practical portion of this manual.

That is why it is so important that the Money Power have encrypted codes for keeping people in the dark about the law, remedy, and recourse; and blackmailed politicians in their pocket for passing Draconian,<sup>85</sup> totalitarian legislation to crush dissenters, thwart popular movements, and establish the global plantation.

## PERFECTING (LEGALLY ESTABLISHING) THE SECURITY INTEREST

Perfection of the security interest after the security interest has attached is usually accomplished by the filing of a record known as a “UCC Financing Statement” in the UCC filing office (located in each state, District of Columbia, and most of the Territories) of the jurisdiction where the debtor is located (considered a resident). Perfection of the security interest by filing is available for most types of collateral, and is discussed further below. However, a few types of collateral require that the security interest be perfected by a method other than filing in the UCC filing office.

### WHERE A MEANS OTHER THAN FILING IS REQUIRED FOR PERFECTION

A secured party can perfect a security interest in deposit accounts (demand, time, savings, and passbook accounts maintained with a bank), electronic chattel paper, investment property, and letter-of-credit rights only by control (UCC 9-314). A security interest in certificated securities in registered form can be perfected only by delivery into the possession of the secured party (UCC 8-301). In the two foregoing methods of perfection, the security interest both attaches and is considered perfected upon control and delivery, respectively, with no filing requirement (UCC 9-203(b)(2)).<sup>86</sup> Also, the thing of a financing statement against property covered under any certificate-of-title statute, as well as any other non-UCC central filing statute, is neither necessary, nor effective for perfecting the security interest (see UCA 9-311). Certificate-of-title statutes, for example, provide for perfection of the security interest directly on the face of the certificate (where secured party is called “Lien Holder”) and cover such things as automobiles, trailers, mobile homes, boats, farm tractors, and the like. Other federal statutes cover items such as aircraft, ships, trademarks, copyrights, and patents (common law trademarks and copyrights are not governed by statute), and the filing of a financing statement is likewise ineffective for perfecting the security interest.

The Redemptor is in a unique position to establish legal control of these types of property in that he can form another contract with the Debtor (e.g. storage contract) that must be satisfied before any lien holder can legally take possession of/sell the property (discussed in the Practical portion of this manual).

Though the filing of a financing statement will perfect the security interest in all other subcategories of collateral, the Code also allows for perfection of the security interest by simple possession of the following types of collateral: negotiable documents, goods, instruments, money, tangible chattel paper, and certificated securities (see UCC 9-313). For this reason, the sample Security Agreement contained in this volume contains a statement wherein the debtor (TRADE NAME) acknowledges having delivered all such property into the possession of the secured party, thus covering these particular types of collateral by both filing and possession.

### POWER OF THE COMMON LAW

Perfection by possession is a species of common-law lien<sup>87</sup> (i.e. non statutory), and is effected with a simple statement at the top of the Security Agreement whereby the Debtor acknowledges delivery of all such property—in which a security interest can be perfected by possession—into the hands of the secured party (cited in previous paragraph).

A “common-law lien” is a species of lien defined as:

“One known to or granted by the common law, as distinguished from statutory, equitable, and maritime liens.... It is a right extended to a person to retain that which is in his possession belonging to another, until the demand or charge of the person in possession is paid or satisfied.” **Black’s 4<sup>th</sup>**.

---

<sup>85</sup> **Draconian:** Pertaining to Draco (an archon [magistrate] of Athens about 621 B.C.; reputed author of the first Athenian written code of laws) or his laws; hence, inflexible; severe.

<sup>86</sup> For a complete list of exceptions where filing is not required for perfecting the security interest see UCC 9-310(b).

<sup>87</sup> **Lien:** A qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or the performance of some act. Black’s 1<sup>st</sup>.

Thus, you have the non-statutory, non-judicial, common-law origin of your claim of right of possession of the negotiable documents, goods, instruments, money, tangible chattel paper, and certificated securities associated with your straw-man debtor's TRADE NAME. You have a common-law right for retaining possession of all such property until the obligation is satisfied (paid off) by the debtor (your straw man). Unless and until the obligation is satisfied in full, neither the straw man, **nor anyone else**, may lawfully remove a single piece of any of this property, i.e. the collateral, that has been delivered into your (the secured party's) possession.

The common law (see Glossary) is ancient and immutable, established by usage and custom since before recorded history. As strange as it may seem, the common law is still in full force and effect today. People just don't know it because they have been conned into believing it doesn't exist (courtesy of the Federal-Reserve-Note-currency monopoly scheme/cabal), and unwittingly consent (surrender privacy, grant jurisdiction) with virtually every single advanced made against them by government and legal/commercial predators. In fact, our impossibly complex legal/judicial system and its billions of pages of codified law including the UCC—has been developed over the last millennia by the creditors (moneychangers) for the-express purpose of circumventing the protections afforded debtors by the common law (through lexical trickery, deceit, and obfuscation).

The UCC is the culmination of these efforts. However, despite the universal power of the UCC it is still junior in the face of the common law, as attested by this excerpt from one of the world's most respected authorities on the UCC, **Anderson on the Uniform Commercial Code** (1981):

**“§1-103.6. Common Law.**

The Code is “complementary” to the common law which remains in force except where displaced by the Code.<sup>88</sup> “In attempting to codify a large body of law it is almost impossible to anticipate all the factual situations that may arise. And it is for this reason that courts have adopted the principle of statutory construction that a statute will not be construed so as to overrule a principle of established common law, unless it is made plain by the act that such a change in the established law is intended.<sup>89</sup>

“A statute should be construed in harmony with the common law unless there is a clear legislative intent to abrogate the common law.<sup>90</sup> “Courts should be hesitant to improvise new remedies outside the already intricate scheme of Articles 3 and 4. However, this new cause of action would not interfere with that scheme but extend its principles to a situation not specifically foreseen by the drafters. The Code cannot be read to preclude a common law action.”<sup>91</sup>

Whereas any item of property that is registered in a public registration schema (i.e., with a government agency) should be specifically identified in the Security Agreement, a description of all other personal/real property “is sufficient, whether or not it is specific, if it reasonably identifies what is described,” with a few minor exceptions (UCC 9-108).

A properly done Security Agreement is vital for maintaining fiscal integrity, i.e., maintaining control of every single piece of property under the sun, moon, and stars that is considered private property of the TRADE NAME. Remember: the entire artificial-person, insolvent industrial community—functioning as it does solely on debt/liability-instruments (FRNs)—is incapable of establishing accounts and doing business with solvent, sovereign creditors; only bankrupt, subject debtors, such as your all-caps TRADE NAME and, of course, the surety (the shadow-sovereign in his inferior, degraded status) associated therewith.

The sample Security Agreement provided in the Practical portion of this manual between John Henry Doe and JOHN HENRY DOE is certainly many hundreds, if not thousands, of man-hours in the making. Big Brother's “legal experts” will not be ‘pleased with the soundness of this document. Full realization of its integrity and value will come only with earnest study unless, of course, one simply begins using it as needed and observes the response from the legal professionals that are confronted with it.

---

<sup>88</sup> **North Carolina Nat. Bank McCarley & Co.** (1977) 34 NC App 689 SE2d 583, 23 UCCRS 455.

<sup>89</sup> **Starkey Constr., Inc. v Elcon Inc.** (1970) 248 Ark 958, 978A, 457 SW2d 509, 7 UCCRS 923.

<sup>90</sup> **United Bank v Moss N. O. Nelson Co.** (1979) 121 Ariz 438, 590 P2d 1384, 25 UCCRS 1113.

<sup>91</sup> **Girard Bank v Mt. Holly State Bank** (1979, DC, NJ) 474 F Supp 1225, 26 UCCRS 1210,

## THE UCC FINANCING STATEMENT PERFECTING (LEGALLY ESTABLISHING) THE SECURITY INTEREST BY FILING

Besides perfecting by control, delivery, and possession as described above, the secured party can perfect the security interest in most types of collateral by filing. The UCC filing office is a public venue for the registration of notice of private contracts. Since the only legal-tender currency in America is the Federal Reserve, all exchanges of this so-called “money” has private implications. Hence the advent of the pre-judicial and non-judicial (i.e. private) UCC in 1954, and the UCC filing office, which keeps track of the ever-increasing stream of private contracts (registered therein by those in the know) wherein Federal Reserve Notes comprise the “valuable consideration” between the contracting parties.

UCC filing offices provide a central forum where a creditor/secured party can receive official, governmental acknowledgment of the private contract between himself and a debtor, as well as establish seniority over other creditors based on date time of filing. The foundational filing document is a simple form known as a “UCC Financing Statement,” formerly called a “UCC-1 Financing Statement” (before July 1, 2001) containing: (1) the name of the debtor; (2) the name of the secured property pledged by the debtor as collateral and (3) a sufficient indication of the property pledged by the debtor as collateral in the transaction (see UCC 9-502(a)).

The financing statement only puts third parties on notice of the secured party's perfected security interest in the debtor's collateral: this Security Agreement is what creates the security interest, and must reasonably identify the collateral described. Whereas the financing statement can be general in its description of the collateral (see UCC 9-504(2)), the Security Agreement must meet certain requirements (see UCC 9-108), but the collateral indicated in the financing statement must jibe (match up) with the collateral described in the Security Agreement for the effectiveness of either in securing the collateral. I.e., the financing statement and Security Agreement are complementary components—neither is effective without the other.”<sup>92</sup>

There is no requirement that a copy of the Security Agreement be included with the filing of the UCC Financing Statement, only a sufficient indication of the collateral covered (UCC 9-502(a)(3)). The only requirement is that the Security Agreement be authenticated, i.e., signed, by the debtor (see UCC 9-203(b)(3)(A)).

### PUBLIC FILING VS. PRIVACY

When a secured party voluntarily makes public the intimate details of the private Security Agreement (between secured party and debtor) by including it in the filing of the financing statement in the UCC filing office—where anyone can easily obtain the information simply by paying for it—he/she foregoes any privacy protections afforded under common law and the Fourth Article of Amendment of the Constitution. There is no compulsion for making public the private contractual relationship between secured party and debtor. **Therefore, it is recommended that the Security Agreement be only accurately identified in the UCC Financing Statement, and not filed along with it.**

Here is a real-life example, from a December 31, 2001, article in the obituary section of the Los Angeles Times (p. B11) on the late Ian Hamilton, revealing the liabilities that come with voluntarily placing private information in the public record. Hamilton had created notoriety for himself by writing an unauthorized biography on J.D. Salinger, called “J.D. Salinger, A Writing Life.” Salinger opposed publication of the book for several reasons, but the only line of attack available was in suing for Hamilton's use of Salinger's common-law-copyrighted material for commercial gain, i.e., insertion of about 70 of Salinger's private letters (written to publishers, editors, and friends between 1939 and 1962) in the book. Here is a portion of the article:

“...The biographer and publisher won the first round when a New York federal judge ruled ‘Hamilton's book cannot be dismissed as an act of commercial voyeurism or snooping into a private being's private life for commercial gain. It is a serious, well-researched history of a man who through his own literary accomplishments has become a figure of enormous public interest.

---

<sup>92</sup> The financing statement must cover the collateral described in the Security Agreement for valid perfection of the security interest by filing. If the Security Agreement does not describe the collateral indicated in the financing statement, perfection cannot occur via filing because no security interest ever attached re the collateral in question.

“Hamilton's use of Salinger's copyrighted material is minimal and insubstantial,’ the judge continued in his 33-page decision, which was seen as a victory for the 1<sup>st</sup> Amendment, ‘[and] does not exploit or appropriate the literary value of Salinger's letters.”

But in early 1987, a federal appellate judge overturned that decision and banned publication of the letters. The U.S. Supreme Court upheld the ban.

### **Biography Revised After Court Feud**

“Both writers, as it turned out, won some and lost some. Salinger won his goal to keep his letters out of the biography. But thanks to his civil suit, the letters became part of the public record, more accessible than ever.”

“Hamilton recouped, excising the letters, but revising the biography to include insights gleaned from the bitter court feud. He published ‘In Search of J.D. Salinger’ in 1988...”

Salinger's private, common-law copyrighted material was just that until, that is, Salinger voluntarily made it part of the public record by entering it into the lawsuit. Salinger successfully stopped publication of Hamilton's original book (because it contained the letters, Salinger's common law copyrighted property), but officiality placed into the public domain the vary information he wished kept confidential. Though the actual letters themselves were not used in Hamilton's second book, all the information contained within the letters was now in the public realm, fully accessible and available for anyone's use, including Hamilton's.

**Noteworthy points:** (1) a common-law copyright is a supreme claim; and (2) voluntary surrender of information is a waiver of privacy and security protections afforded by Article IV of the Constitution.

However, there are many more ways of surrendering one’s privacy/sovereignty than anything as extreme as a court case and, like J.D. Salinger, nearly every sovereign American man and woman repeatedly and inadvertently does this throughout his/her life on a regular basis. <sup>93</sup>

The sample Security Agreement in this handbook is designed for keeping private as much information as possible and need not be publicly filed along with the financing statement; merely authenticated (signed) by the debtor. This Security Agreement is also believed legally impregnable by third parties—and a Redemptor who understands and knows the proper use of this document can begin to enjoy the profound benefits associated with its use.

Financing statement is defined as:

*...a record or records composed of an initial financing statement and any filed record relating to the initial financing statement’ (UCC 9-f02(a)(39)).*

Modifications, changes, and adjustments of the original financing statement’ are implemented with what is called a “UCC Financing Statement Amendment,” formerly called a “UCC-3” (before July 1, 2001) in most jurisdictions, and a “UCC-2” in ’others. As revealed in the definition of financing statement above, any subsequent, related UCC Financing Statement Amendment filed qualifies as “...any filed record relating to the initial financing statement”—i.e., any amendment is absorbed by, and automatically becomes part of, the original financing statement.

---

<sup>93</sup> Any degree of agreement with the advances of an aggressor constitutes acceptance of an offer and forms a contract. Something as innocent as leaving the front door of your house (and likewise, the door of your car) unlocked admits and grants jurisdiction. Even responding with a policeman's demands for communication through a locked door of your house can form a contract and justify destroying the door and coming. in any way (euphemistically called “dynamic entry”). Responding with any request for information of any kind—no matter how slight from a code-enforcement agent/officer forms an unconscionable contract that can worsen very quickly. By consensually participating in the seemingly most harmless of conversations with any type of investigator (even over the telephone) you are putting yourself into the line of fire. How important is it that you prove what a nice, cooperative guy you are? Any information about you collected by government and code enforcement personnel can and will be used against you at the first possible instant. The sole purpose for collecting information in the first place is the extraction of wealth and the infliction of control. Never unnecessarily voluntarily publicly reveal anything about yourself with Big Brother.



## Recap

Publishing a notice of **common-law copyright** re the straw man's trade name/trademark establishes common-law control of the TRADE NAME, i.e. the debtor in that relationship. Filing at the county recorder's office further solidifies the ownership of the common-law copyright. The foundational contractual document between debtor and creditor is called the Private Agreement and evidences the commercial agreement and the rights and duties by and between the parties in the mutually beneficial (consensual) commercial transaction.

The debtor indemnifies the creditor in the **Hold-harmless and Indemnity Agreement** and the legal distinction between the two is made clear. The creditor establishes a bona fide claim, called a security interest (equivalent of a lien), in the property pledged by the debtor as collateral by giving valuable consideration.

**The Security agreement** is a document authenticated (minimally) by the debtor and contains a description of the collateral that secures the indebtedness in favor of the creditor, who is now called the secured party. When the debtor authenticates the Security Agreement the security interest attaches and becomes enforceable. Except for a few types of collateral, when the secured party files a UCC Financing Statement and references an existing, **authenticated Security Agreement therein**, the secured party's security interest in the collateral is considered perfected (legally established).

Generally, the earlier date and time of filing determines priority in the debtor's collateral between competing creditors. Any desired changes in a financing statement are affected using a UCC Financing Statement Amendment, which becomes part of the original financing statement upon filing.

## Why Revised Article 9

As near as is discernible, the primary aim of the new Article 9, which deals with secured Transactions, is the establishment of wholesale methods for foreclosing on defaulting debtor's property (the collateral) without using the courts, i.e. the high-speed transfer of wealth (yours) into the hands of the Money Power and its minions. Even the UCC itself, it appears, has been formulated as an entirely new system for circumventing the ancient protections in a debtor's property (collateral in a transaction) afforded by possession under the common law.<sup>94</sup> The UCC, and now Revised Article 9,<sup>95</sup> have introduced, sophisticated methods for obtaining the debtor's consent and agreement concerning disposition of the collateral in event of default at the time the contract is formed. This means fewer headaches for your friendly credit-lender (bank) in seizing the property of victim debtors as the defaults roll in, an inexorable eventuality under the current financial scheme<sup>96</sup> (non-substance debt-currency).

In accordance with Revised Article 9, contemporary commercial contracts, mortgages, loan agreements, credit applications, etc. have also been cleverly formulated for obtaining the borrower's consent for converting all the debtor's "after-acquired" (after execution of the contract) property into collateral, but without the borrower's awareness of the fact, and then foreclosing on/seizing such property upon default without any never for a Court order. People who enter into such contracts without a Security Agreement (against their TRADE NAME) firmly in place have no protection over property acquired after entering into a loan agreement should they default—and remember the monetary system is expressly designed to create defaults in loan transactions so the owners of the system can "legally" expropriate the victim's property without arousing suspicion of foul play.

---

<sup>94</sup> "Possession is nine-tenths of the law."

<sup>95</sup> Expect revisions in Article 3 (Negotiable Instruments) and Article 4 (Bank Deposits and Collections) before 2010.

<sup>96</sup> Defaults and bankruptcies are a mathematical certainty in a credit-money system. When money is loaned into circulation, only the principal amount is created. Any payments of interest must come from the amount loaned out, the principal. It is easily seen that paying off both principal and interest is a mathematical impossibility because the total money in circulation consists only of the principal amount loaned: e.g. a loan of 10 credit-units with an annual interest rate of 10% requires a pay-off, after one year, of 11 credit-units—but there are only 10 credit-units in existence. If interest payments were made for 10 consecutive years (payments totaling 10 credit-units), the money supply would vanish—but the principal amount would still be owed. The only way of satisfying the requirement of making interest payments yet maintaining an adequate supply of in currency in circulation is through borrowings ever-worsening debt scenario (the "National Debt" is owed to the Federal Reserve Bank).

A major character flaw of modern Americans in general (that the entire UCC is designed to prey upon) is their propensity for accepting “loans” of credit (“something for nothing”) and living beyond their means. The take of the credit-lending vampires would be significantly diminished if people stopped asking for hand-outs (borrowing, using credit) and began surviving strictly through their own affords and living within their means. This might mean a temporary reduction in standard of living, but at least one would be on, solid ground financially, living within reality, and free of the inherent fear of, default, foreclosure, and financial ruin that is part and parcel with “keeping up with the Joneses.” The system cannot easily dominate those who do not borrow. Some wise words from William Shakespeare’s Hamlet appearing in the front of this book are re-quoted here:

*“Neither a borrower nor a lender be:*

*For loan oft loses both itself and friend,*

*And borrowing dulls the edge of husbandry.”<sup>97</sup>*

### **Benefiting from the UCC and Revised Article 9**

The complexity of today's multi-faceted judicial, taxation, financial, and political systems and the breadth and depth of collusion and complicity within and amongst their ranks cannot be exaggerated. Management personnel in each, beginning at the bottom and going all the way up, know that continued financial gain is predicated solely on the establishment of commercial accounts in people's mirror-image, artificial-person, all-capital-letters TRADE NAME, and the execution of billing, collection, and foreclosure procedures against said name. Experience with actors at all levels in each of the above sectors has revealed that all are familiar with the nature of the game, and the higher the level, the more knowledgeable about ensuring its perpetuation.

Operatives within the system, each an integral cog in the revenue-extortion conveyor belt, are generally afforded virtual, if not complete, immunity by the Powers That Be for crimes committed “in the line of duty” (judges could not operate without immunity). In case you do not know it already, the only time an out-of-control bureau-rat will “reform” and change his/her ways is when faced with the possibility of personal liability/loss/damage/etc. Heretofore, there have been few solutions for bringing about such results. The essential difference between those who “work” in modern government and those who work in the private sector is that the latter must, for the sake of survival, produce a valuable product/deliver a valuable service that someone else will voluntarily exchange money/ something of value for. Generally, government and other code-enforcement types (IRS, for one, is not part of government—see Glossary) are insulated/exempted from this otherwise most basic requirement for survival in today's society, living instead off wealth extorted from others who actually do the work and produce articles/services of value. Modern governments, using valueless, Federal Reserve/IMF scrip as the exclusive medium of exchange, are sanctimonious, self-protecting, self-aggrandizing, parasitic, bankrupt, commercial front operations for their shyster-creditor masters. Offered herein are simple procedures for using the same techniques against those who would deceitfully subjugate you and enrich themselves courtesy of your labor and misplaced trust. The self-preservation process depends on your awareness of (1) your True Name and TRADE NAME as legal entities (artificial persons) separate and distinct from you; and (2) your common-law right to be compensated for the use of your private property,<sup>98</sup> and the methods afforded by the UCC for enforcing this right. A reminder of how things can actually be, if enough people stop consenting with tyranny in any form:

“...We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers **from the consent of the governed,** — That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to affect their Safety and Happiness...” Declaration of Independence, 1776. *(Underline and bold emphasis added)*

---

<sup>97</sup> Husbandry (OE *hūs* house + *bonda* freeholder): Economy; thrift. **Shakespeare Lexicon and Quotation Dictionary.**

<sup>98</sup> “Property may not be taken by government...even for public advantage or welfare, without just compensation.” **Louisville Bank v. Radford**, 295 U.S. 555, 601, 602; **United States v. Butler**, 297 U.S. 1; **Railroad Retirement Board v. Alton R. Co.**, 295 U.S. 330.

# How to Sign Your Signature Without Liability

## An Overview

Big Brother's master plan to subjugate the entire human race is utterly dependent on people continuing to volunteer for and finance their own enslavement. Without such largesse from the public, the Chosen Masters face certain calamity and exposure for their crimes. Heretofore, system operatives have been overwhelmingly successful at duping unwitting victims into “volunteering” for virtually every kind of financial hell imaginable. And make no mistake: it is purely voluntary.

The system is working exactly as it is designed to do, and the chroniclers of chaos proudly trumpet their statistics as they inch forward in their dreams of total world domination:

### **“Bankruptcy filings reach record 1.5 million...**

“NEW YORK — Bankruptcy filings surged 19% to a record 1.5 million last year, as businesses and consumers struggled under heavy debt loads during the economic slowdown.

“Consumer bankruptcies, which accounted for 97% of all filings, jumped 19%, while business bankruptcies rose 13%, according to data released Tuesday by the Administrative office of the U.S. Courts....” (USA TODAY, February 20, 2002)

It is no coincidence that the introduction and popularity of the real-estate board game, Monopoly™, parallels the history of the Moneychangers' financial conquest of America, culminating with its copyright by Parker Brothers in 1935,<sup>2</sup> the same time that we converted over from a substance- (gold) backed currency to a belief- (credit) backed currency. The game's logo even confesses the caricature of a white-mustachioed English banker, complete with top hat, tails, and cane.

The objective in the board game of Monopoly™ is to drive into bankruptcy all other players—an arrangement otherwise known as a “tontine<sup>3</sup> wagering scheme”—and so it is in real life. If you examine the nature of economics in America today you will see that everyone is competing for the same, rationed amount of Monopoly™ money,<sup>4</sup> called Federal Reserve Notes, “FRNs,” and attempting to “stay above water” and avoid bankruptcy. This is, by definition, a de facto state of war between participants—in both the board game and the game of life. The only way to stay in the game of Monopoly™ and avoid bankruptcy is to obtain more Monopoly™ money from other players. The only way to stay in the game of life and avoid bankruptcy is to somehow obtain more FRNs from the “other players” around you. In both, the outcome is inevitable.

The longest-running game of Monopoly™ lasted 70 days, but still ended the same way as all others before and since: with one player acquiring all the wealth and all the other player's bankrupt. Unfortunately, there can be no other final conclusion in the “Federal-Reserve- Note game of life” either, no matter how long you stretch it out—***unless, of course, you simply stop volunteering to play the game!***

---

<sup>1</sup> **Largesse:** Generous giving; gift; bounty.

<sup>2</sup> The Bankruptcy Act of 1938, America's first such legislation, followed shortly thereafter, as well.

<sup>3</sup> **Tontine:** [It. tontina, after its inventor, Lorenzo Tonti, a Neopolitan] A financial arrangement in which a group of participants share in the arrangement's advantages until all, but one has died or defaulted, at which time the whole goes to that survivor.

<sup>4</sup> All money is borrowed into existence, and more money is owed than physically exists because of the requirement for making interest payments on the principal amount loaned. The principal comprises all the money there is, but interest payments have to come from somewhere; thus the depletion of the money supply.

## Volunteering

The most devastating form of “volunteering” occurs when someone promises—and people do this unflinchingly every single day—to be responsible for, and pay the debt of, another party. Believe it or not, this is how every unwary soul has sealed his fate. The “TRADE NAME game,” i.e., that which the content of this book is dedicated to exposing, untangling, and rectifying, has an evil twin that works in concert with it. As you will discover toward the end of this article, the Legal Masters of the World are factually eminently aware of the distinction between your true name and TRADE NAME and have come up with an incredibly ingenious device for exploiting the difference without tipping their hand.

The reason that every complaint unfailingly cites the defendant’s/respondent’s name in all- capital letters; the reason the name on every license is set in CAPITAL LETTERS; the reason the name on every Social Security card has been converted from English (as originally written on the application) into legalese; the reason that all banks insist on listing all accounts not in the true name of the party who walks in and fills out the forms, but in the artificial TRADE NAME associated therewith, is the same: to conduct business with you via an unknown, invisible, corporately colored artificial person that is subject to all statutory regulation and therefore under their complete control and power. The same applies equally when either of the two names is called out **verbally**<sup>5</sup>. Remember: differently constructed names comprise distinct items of property, however similar. Filing a UCC Financing Statement is the first step in releasing yourself from these bonds; the second is cessation of volunteering to be responsible for the TRADE NAME’S obligations by signing on its behalf.

When someone signs his name on a commercial instrument listed in his straw man’s TRADE NAME he finalizes his financial obligations in that particular transaction, and also contributes just that much more in the Chosen Masters’ designs for a New World Order. That “Order” is an “economic pecking order,” with them owning literally everything at the top, and you and your family and friends owning nothing (including your labor) at the bottom.

**Article 3** (Negotiable Instruments) of the Uniform Commercial Code has been written to augment the liabilities that come with signing on behalf of another, but has also been encrypted to keep curious slaves from finding out how they are being duped. Because the Legal Masters of the World cannot bind us into perpetual servitude without also offering a route for escape, we have remedy in the UCC.

## Unraveling the Mystery

**The key entry point into Article 3 on the subject of signatures, is this:**

“... The general rule is that a signature is an indorsement if the instrument does not indicate an unambiguous intent of the signer not to sign or indorse. Intent may be determined by words accompanying the signature, the place of signature, or other circumstances....” UCC 3-204, Note 1, paragraph 2. (Underline emphasis added)

**Even without defining the key term, “indorser,” the meaning is clear: in the absence of indicating “an unambiguous intent,” a signature can be construed as an “indorsement.”**

“‘Indorser’ means a person who makes an indorsement.” UCC 3-204(b).

“**Indorsement means a signature other than that of a signer as maker, drawer, or acceptor**, that alone or accompanied by other words is made on an instrument for the purpose of (ii) negotiating the instrument, (ii) restricting payment of the instrument, or (iii) incurring indorser’s liability on the instrument, **but regardless of the intent of the signer, a signature and its accompanying words is an indorsement unless the accompanying words**, terms of the instrument, place of the signature, or other circumstances **unambiguously indicate that the signature as made for a purpose other than indorsement.** For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument.” UCC 3-204(a). [Underline emphasis added]

---

<sup>5</sup> This point is thoroughly addressed in the discussion on “appellation” in Section 1, “Maintaining Fiscal Integrity,” in the segment entitled “The Underlying Con Beneath the Con,” beginning on page 10 of that essay.

**Makers, drawers, and acceptors are the primary types of signers of negotiable instruments:**

- “‘Maker’ means a person who signs or is identified in a note as a person undertaking to pay.” UCC’ 3-103(5).
- “‘Drawer’ means a person who signs or is identified in a draft as a person ordering payment. UCC! 3-103(3).
- “‘Acceptor’ means a drawee who has accepted a draft.” UCC 3-103(1).
- “‘Drawee’ means a person ordered in a draft to make payment. UCC 3-103(2).

**Accommodation Parties**

How could one sign a negotiable instrument (irrespective of the signer's awareness that what he is signing is a negotiable instrument) and incur liability as anything other than a maker, drawer, or acceptor? Answer: As an “accommodation party.”

**Accommodation party is described in Note 1 under UCC 3-419:**

“...**An accommodation party is a person who signs an instrument to benefit the accommodated party** either by signing at the time value is obtained by the accommodated party or later, **and who is not a direct beneficiary of the value obtained.** An accommodation party will usually be a co-maker or anomalous indorser....” [Underline emphasis added]

In the UCC, one of the meanings of value is, essentially, “credit.” You qualify on this point because you have been the sole source of credit for your TRADE NAME since inception (birth) and are not a direct beneficiary of the value given (what you get is liability).

The meaning of co-maker can be deduced from the definition of maker above—but is nevertheless a subordinate identifier in respect of accommodation party.

Anomalous means “departing from the common rule; irregular.” The UCC defines anomalous indorsement as follows:

“Anomalous indorsement means a indorsement made by a person who is not the holder of the instrument. An anomalous indorsement does not affect the manner in which the instrument may be negotiated.” UCC 3-205(d). [Underline emphasis added]

An anomalous indorsement is made by a party that is not the holder of the instrument (/e. no rights in the instrument), and qualifies, nevertheless, as a valid endorsement (even though not specifically that of maker, drawer, or acceptor), and would not adversely affect the negotiability of the instrument. That this Section is imbued with vagueness opens the door for other factors to enter in, but we are not told what those factors might be (the purpose of “codes”).

Summing up on accommodation party: someone who signs on behalf of another for the purpose of benefiting that party, and who also is not a direct beneficiary of the value obtained by the accommodated party. An accommodation party is not a maker, not a drawer, and not an acceptor, but has an “anomalous” role in the indorsement process. Apparently, an accommodation party bears full liability for the accommodated party, but stands to gain nothing by participating. This is obviously the most inferior status one can have, because he is completely out of control of his own destiny, based on the mischief that the TRADE NAME gets into and the misadventures that follow thereafter.

**Wrapping up on accommodation party, the worst (kiss of death) has been saved for last:**

“An accommodation party is always a surety.” UCC 3-419, Note 3, paragraph 2.

As you know from “The Curse of Co-Suretyship” in Section 3, a surety is utterly responsible for anything and everything that the principal debtor is responsible for, including both payment and specific performance. An accommodation party is automatically and always a surety for the accommodated party.

When you, the flesh-and-blood man/woman, sign an instrument (even if you do not know that you are signing a negotiable instrument, such as a traffic ticket) bearing the straw man's TRADE NAME, you are signing as an accommodation party and bear full personal responsibility and accountability for whatever the straw man has gotten itself into, including the potential for incarceration. Remember: a surety is an equal of the principal. The creditor is authorized to treat the surety exactly as though the surety were the principal debtor, and extract both payment and specific performance. Since your straw man is rather difficult to locate and identify (no physical existence), you and your body serve nicely.

### Light at the End of the Tunnel

Now for the \$64 question: How can you avoid ever being considered as an accommodation party, your signature ever being construed as an accommodation signature? The answer is found in Notes 1 and 2 of Section 3-402:

“1. Subsection (a) states when the represented person is bound on an instrument if the instrument is signed by a representative. If under the law of agency the represented person would be bound by the act of the representative in signing either the name of the represented person or that of the representative, the signature is the authorized signature of the represented person...” [Underline emphasis added]

“2. Subsection (b)(1) states that if the form of the signature unambiguously shows that if it is made on the behalf of an identified represented person (for example ‘P, by A, Treasurer’) the agent is not liable. This is a workable standard for a court to apply....” [Underline emphasis added]

Translation: You are removed from the realm of liability of being construed as a maker, drawer, acceptor, or accommodation party (and therefore, as a surety) by unambiguously identifying your signature as that of “Authorized Representative.

Signing in this fashion removes all doubt (“unambiguously indicates”) re the exact identification of the signing party. It also relieves the signer of all legal liability for the principal's (“represented person's”) obligation.

The key is to be as unambiguous and as expositional as you can, to reveal as much as possible about your agency status in however little space you have to work with on the instrument. Writing “above and below works also, as long as it is unambiguous. Some interchangeable examples of workable signatures:

- JOHN HENRY DOE<sup>©</sup>, by John Henry Doe<sup>©</sup>, Authorized Representative
- JOHN H. DOE<sup>©</sup>, by John Henry Doe<sup>©</sup>, Auth. Rep.
- JOHN DOE<sup>©</sup>, by John Henry Doe<sup>©</sup>, Agent
- By order of: JOHN HENRY DOE<sup>©</sup>, by John Henry Doe<sup>©</sup>, Authorized Representative
- By order of: JOHN H. DOE<sup>©</sup>, by John Henry Doe<sup>©</sup>, Auth. Rep.
- By order of: JOHN DOE<sup>©</sup>, by John Henry Doe<sup>©</sup>, Agent
- By JOHN HENRY DOE<sup>©</sup>, by John Henry Doe<sup>©</sup>, Authorized Representative
- By JOHN H. DOE<sup>©</sup>, by John Henry Doe<sup>©</sup>, Auth. Rep.
- By JOHN DOE<sup>©</sup>, by John Henry Doe<sup>©</sup>, Agent
- By order of: JOHN HENRY DOE<sup>©</sup>,  
by John Henry Doe<sup>©</sup>, Authorized Representative
- By order of: JOHN H. DOE<sup>©</sup>,  
by John Henry Doe<sup>©</sup>, Auth. Rep.
- By order of: JOHN DOE<sup>©</sup>,  
by John Henry Doe<sup>©</sup>, Agent

Also inserting the words, “Authorized Signature, in a conspicuous, unambiguous manner, (such as below the signature line) helps in indicating signer's agency status.

## **Total Confirmation from Big Brother of the Validity of What We are Doing**

The final segment of this short essay reveals something that will convince even the fiercest naysayer (at least those who are not on Big Brother's payroll) of the correctness of our hunches and the criminal intent of the Legal Masters of the World.

Looking at Note 3 of UCC 3-402, which has to do with checks, we find:

“Subsection 3 is directed at the check cases. It states that if the check identifies the represented person (sic) the agent who signs does not have to indicate agency status. Virtually all checks used today are in personalized form (sic) which identify the person on whose account the check is drawn. In this case nobody is deceived into thinking that the person signing the check is meant to be liable...”  
[Underline emphasis added]

### **Therefore, apparently:**

- When the name of the “represented person” is printed on the face of the check, any agent signing for the represented person need not indicate agency status;
- Virtually all checks used today are “personalized” to identify the account holder; and
- Since virtually all checks used today are personalized, nobody is deceived into thinking that the person signing the check is meant to be liable if he is signing as an agent.

### **Follow this procedure:**

- Go online and pull up: [www.Deluxe.com](http://www.Deluxe.com);
- Under “Personal Checks,” click on “Browse Our Full Line of Check Designs”;
- Wait a few moments while the next page, “Deluxe Personal Checks Catalog,” comes up;
- Click on “About Checks” and then scroll down to “Check Security Features”;
- and
- Observe the arrow marked, “Microprinting,” and pointing at the signature line of the check

Next, take out one of your personal (not business) checks and place it under a magnifying glass or microscope. Place it so the signature line is directly under the lens. Below is a blowup of what you will see when you scrutinize the line:

**“...UREAUTHORIZEDSIGNATURE AUTHORIZED SIGNATUREAUTHORIZEDSIG...”**

### **Editing Note 3 of UCC 3-402 from above:**

“In this case nobody except the signer is deceived into thinking that the person signing the check is meant to be liable.”

Deluxe openly prints out the words “Authorized Signature” underneath the signature line on business checks, but disguises the same proclamation on personal checks. The reason the signature line on a personal check is made up of the words, “AUTHORIZED SIGNATURE,” is because it is a physical impossibility that the account holder will ever sign the check. The account holder is an artificial person, e.g. “JOHN HENRY DOE,” and exists in name only. The Fed knows that every signature appearing on a personal check is the signature of the flesh-and-blood agent, the authorized representative. However, this fact must be concealed in order to cause the signer to believe that he is the principal, when he actually signs on as accommodation party, i.e. surety, and therefore 100% liable for everything the principal is liable for. This applies in every signature on every document, not just personal checks.

Deluxe and other check-manufacturing companies must do this if they want to sell personal checks to Fed customers. Apparently, this is how the Fed justifies their deceit and duplicity:

“We told ‘em. We put it right there on the check leaf. We can't help it if they're too stupid to know that they are the authorized representative. When they decided to accept responsibility as the accommodation party for the account holder, they did so voluntarily. We can't help it if they volunteer to do something. We did everything we could to make it easier for them. We even personalized the checks with the account holder's name and spelled out “AUTHORIZED SIGNATURE” right there on the signature line to save them the headache of having to write out “Authorized Representative every time they signed a check.

We can't be blamed for their ignorance. We were not supposed to find out about this device—but its existence is a full-blown confession and acknowledgment and validation of everything propounded in this book re the distinction between true name and TRADE NAME. Big Brother knows precisely what it is doing re subjugating us via the names. Welcome to the real world.

## Your Signature

If UCC-delineated check-signing procedures are so important for Federal Reserve owners and the manufacturers of checks used within that system, it should be important for you, as well. The overwhelming significance of Fed acknowledgment of the difference between the names by virtue of the inclusion of this artifice on every check cannot be exaggerated. In fact, this discovery alone is conclusive proof of their deceit in every controversy involving the TRADE NAME. Remember, the Fed literally owns the government, and therefore everything in America. This is confirmed in Senate Document 43, 73'd Congress, 1st Session (see entry by the same name in Glossary).

The message: you do not have to continue to volunteer to be responsible for the TRADE NAME'S obligations, financial and otherwise. You can begin affixing your signature in the proper fashion now that you know the truth. You can always prove that you are nothing more than the authorized rep merely by pointing out the statement made on the signature line of your checking account.

This phenomenon has unlimited application in your life. It is so profound that if someone were to be arrested and subsequently asked to sign a bond, he could do so as set forth above and incur zero liability for ever having anything to do with either the bond or the criminal charge associated therewith. The distinction between the parties is undeniable.

In closing, the check-signature-line subterfuge can be used to prove the legal correctness of what we are doing with anyone, including a stubborn secretary of state who refuses to file a financing statement based on the hackneyed ruse that you are contracting with yourself. If there were no difference between TRADE NAME and true name, the Fed would not have taken such extreme measures to conceal the fact that the signer of a personal check is only the agent. This revelation should bring about a sharp improvement in the lives of (former) slaves whenever a signature is required

*(see success story #9 in "Real World Successes for an actual example of the application of this knowledge).*

## **How to Deal with Former Creditors**

### **After Paying by Promissory Note.**

- A.** Typical responses. There are a couple of typical responses that former creditors will give upon receiving a certified promissory note (within the 14-page Administrative Remedy Demand):
  - 1) Congratulatory letter for paying off the loan; and
  - 2) Urgent phone calls, phone messages, or correspondence asserting, demanding, or pleading that you call them and speak with them immediately.
- B.** Former obligation is discharged. People can be tricked and conned into unwittingly re-accepting the obligation if they discuss anything with the creditor once the promissory note has been tendered. *The debt is discharged upon tender of the instrument; it matters not it is accepted or rejected (UCC 3-603). Typically, the former creditor will seek a telephone conversation with the former debtor to try to convince him/her that the debt must be paid in Federal Reserve Notes "FRNs:" Per public policy at House Joint Resolution 192 of June 5, 1933, nobody has any obligation for paying in FRNs. The promissory note is a negotiable instrument (money) constructed in strict accordance with the UCC (§ 3,.104), and legally discharges the debt. Once tendered, the debt is discharged. Period.*
- C.** **Vital information.** There is no good that can come from discussing the former debt with the former creditor after payment has been tendered.



## D. Handling phone calls from former creditors.

Former creditor: Is this JOHN DOE?

**John Henry Doe: Who's calling?**

Former creditor: This is JACK from Bank of Texas. Is this JOHN DOE?

**John Henry Doe: What's the purpose of the call?**

Former creditor: I need to speak with JOHN DOE about a payment we recently received on his...

**John Henry Doe: I don't do business over the phone, JACK If you could put your questions in writing and send me a letter I would be happy to take a look at it.**

Former creditor: I just want to go over a couple of things...

**John Henry Doe: Like I said, I don't do business over the phone. If you will kindly put your questions in writing, I will have a look at them.**

Former creditor: I understand, MR. DOE, but this will only take a few minutes, if I could just ask you...

**John Henry Doe: I'm being as clear as I can, JACK I only deal with such matters in writing.**

Former creditor: You've made that very clear to me MR. DOE, but the thing is your last payment on the...

**John Henry Doe: what is your surname name, JACK?**

Former creditor: I don't give out my last name.

**John Henry Doe: Sorry, JACK, but if you're not willing to tell me who you are I am not willing to continue this conversation. I'm hanging up now, JACK.**

Former creditor: Wait, MR. DOE! Why do you need my last name?

**John Henry Doe: Good-bye, JACK**

Former creditor: Wait! Wait! OK, my last name is "JONES."

**John Henry Doe: Home address?**

Former creditor: "Home address"? Why do you need my home address?

**John Henry Doe: I need to know where to send the bill.**

Former creditor: What bill?

**John Henry Doe: The bill for the use of my property.**

Former creditor: What are you talking about?

**John Henry Doe: I need your address so I can send you a bill for the use of my property.**

Former creditor: Whatever are you referring to, MR. DOE?

**John Henry Doe: The name you have been using in this conversation to address me is private, copyrighted property. So far in this conversation you have used my property seven different times without my authorization. I need to bill you for the use of my copyrighted property. I prefer sending the bill to your home, rather than at the bank. Home address, please?**

Former creditor: You've got to be kidding.

**John Henry Doe: I'm not kidding, JACK. If you're not willing to provide your home address this conversation is over.**

Former creditor: You'll be hearing from us, MR. DOE ("click").

- 1) **Your objective.** Take it as far as you need to get the caller to hang up. If he gives you home address, ask him for home phone number. If he gives you home phone number, ask for Social Security Account Number, "SSAN"; tell him that you don't know who he is and that you need to verify all the previous data he gave you with the SSAN. He will not call you again.
- 2) **Caller's objective:** Someone else might call again at a later time, but it will be the same story. The debt is discharged, and their legal department knows it. They are only calling for the purpose of trying to persuade you that you can only pay in FRNs. If you actually mistakenly engaged in conversation with the caller, he/she would try to make you feel bad and scare you with bogus threats. Anyone who is assigned to call you after you have sent in such an instrument knows exactly what he/she is doing and has been briefed on how to get you to pay in FRNs. Handle them as above and they will stop calling.
- 3) Key points to remember.
  - a. Never answer a question:
  - b. Never identify yourself:
  - c. Never discuss anything that the caller brings up:
  - d. Always interrupt if the caller pursues a conversation/question you after having been noticed that you don't do business over the phone;
  - e. There is no need to be hostile, but you must be firm and not tolerate any attempts at getting you into a conversation; and
  - f. Do not consent with anything the caller wants. You can even tell him/her that you do not consent for him/her using your copyrighted property, using your telephone number, calling you at home, etc.

**E. Correspondence urging you to call.** The choice is yours, but anyone who uses your copyrighted property to write you a letter deserves a "Notice by Written Communication/Security Agreement."

**F. If you receive a presentment (demand for payment) afterwards.** If a follow-up

**G.** presentment comes in the mail, you should:

- 1) Mail the sender (agent) a personalized Notice by Written Communication/ Security Agreement, and a copy of the served, 14-page Administrative Remedy Demand and its proof of mailing (Green Card and Affidavit of Mailing); and
- 2) If you also served the principal with notice of the fees for use of your private property, you may commence the collection process on the principal using the last correspondence (presentment or not) as proof of execution of the contract.<sup>15</sup> These instructions begin in part VI immediately below.

## REDEMPTION

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

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

### **Redemption is defined as:**

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

(Zondervan's Pictorial Encyclopedia of the Bible)

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

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

### **AND:**

Salvation from the states or circumstances that destroy the value of human existence or human existence itself. The word “redeemer” and its related terms “redeem” and “redemption” appear in the Bible some 130 times and are derived from two Hebrew roots: pdh ... and g'l.... Thought used to describe divine activity as well, they arose in ordinary human affairs and it is in this context in which they must first be understood. Pdh is the more general of the two, with cognates\* of related meaning in Akkadian, Arabic and Ethiopic. **It belongs to the domain of commercial law, and refers to the payment of an equivalent for what is released or secured.** The verb pdh, unlike g'l, **indicates nothing about the relation of the agent to the object of redemption, which in the Bible is always a person or another living being. Its usage does not differ in cultic activity from that of a normal commercial transaction.** In both cases a person or an animal is released in return for money or an acceptable replacement (cf. Ex 13: 13; 34:20; Lev. 27:27; 1 Sam. 14:45 with Ex. 21: 7-8; Lev. 19:20; Job 6:23). G'I is more restricted in usage and does not appear to have cognates in other Semitic languages. It is connected with family law and reflects the Israelite conception of the importance of preserving the solidarity of the clan. The go'eI (“redeemer”) is the next of kin who acts to maintain the vitality of his extended family group by preventing any breaches from occurring in it. Thus he acquires the alienated property of his kinsman (Lev. 25:25) or purchases it when it is in danger of being lost to a stranger (cf. Jer. 32: 6ff.)...

Encyclopedia Judaica, 1972

**1 Cognate: A person or thing related in origin**

Underline emphasis added.

## **REGISTRATION (SOCIAL SECURITY?)**

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

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

## **Banking Who made the Money?**

**Key lesson:** Your labor is equivalent to money. Your labor is your property. A \$100,000 promissory note has the equivalent value of \$100,000 legal tender because it can be sold for that amount. The bank loaned nothing of value. If merchants were told the truth, they would not accept this deposit slip without value. It is like writing a check without first depositing money. All the bank did was take something of value (the promissory note or the borrower's future labor), sell it for \$100,000 in gold coins or cash, and loan it back to the borrower. The bank gained \$100,000 in gold coins and loaned nothing. The gold deposit slip people used as money is no different than our checkbook money. Checkbook money is a bank liability owing cash. Few people use cash; they use checks. **Key lesson:** The bank did not loan one cent of legal tender to obtain your \$100,000 promissory note. The bank received \$100,000 from you and acted like a counterfeiter, loaning you the newly printed money (check-book money).

The deposit slip represents a checking account balance, which is a scorecard of how much cash the bank owes us. Instead of handing the merchant a deposit slip, we hand the merchant a check, which transfers the bank liability from our checking account to the merchant's checking account. When we used gold deposit slips, the bank owed us money, just as with a checking account balance today. If we gave the merchant deposit slips, the bank would no longer owe us the money. They would owe the merchant the money. We can no longer spend that money. Now the merchant can spend it. Key lesson: A bank liability, a deposit slip, a debt, an IOU, checkbook money, a check, a casino token, a promissory note, or a bank note are all the opposite of money. They are worthless without an asset to redeem them. A bank liability is merely a bank scorecard showing how much legal tender the bank owes customers. A check is not money. If you write a million dollar check without first depositing the million dollars, you go to jail. A check merely transfers a bank liability from one checking account to another with the assumption that there is a bank asset (cash) to exchange for it.

If you deposit cash, the bank uses the cash to buy government bonds that can be sold for cash, making your check valid. So, what if the bank stole your car or promissory note, sold it for government bonds, and used the government bonds to fund the bank loan check? The check would be valid. The seller of the house received a check. He does not care if other depositors funded the check or if the borrower funded the check. Key lesson: According to the agreement, was the bank to loan you money to obtain the promissory note, or was the bank to deposit the promissory note and return it back to you as a loan? It would be different if the people used only gold coins to buy merchandise? If the bank can trick you into using casino tokens (or checkbook money or deposit slips) in place of real gold coins, you do not know if the value to back up the tokens came from you or other depositors. If we only used cash or gold coins and the banks could not create money, then we would know for sure we were being loaned other depositors' money. Would it matter whether the borrower funded the bank loan check or whether other depositors funded the check? If the borrower deposited his \$1,000 (earned by his labor) into a checking account and was forced to withdraw it as a loan, he would have lost \$1,000 and had a \$1,000 debt. If he does not pay this debt, the bank forecloses. If this continued, the nonbankers would have huge debts and all their wealth would be transferred to the bankers.

## **Real World Successes**

**Important Note:** The banking system in America, to mention one area addressed by this manual, is a fraudulent enterprise. That is why these processes are so effective at eliminating claims of debt. Credit lenders never loan anything of substance, and hence cannot withstand the simplest examination of their practices, cannot legally support their claims, and give up sooner or later, depending on their interest level in the particular transaction. The monetary system has been designed expressly for creating defaults and foreclosures and bankruptcies, and it is working exactly as it is supposed to: people (and companies) are being picked off left and right in greater and greater numbers. We are in the middle of a national epidemic at the hands of the Money Power and its minions<sup>1</sup>; the only reason you do not hear more about it is because of the managed news media, another vital cog in Big Brother's machinery.

The main reason there is not a large number of testimonials in this section of the book is three-fold: (1) full-scale application of the procedures contained herein has been underway less than a year, based on the time required to research, develop, test, and perfect the documents and procedures contained herein; (2) there is a time lag involved in actually acquiring the legal title for both houses and cars, even though former creditors may cease all collection activity much earlier in the process; and (3) there is nothing very exciting to write about when credit card companies and other debt collectors simply drop all claims, stop communicating, and go away.

Credit card companies are the easiest to handle because credit cards have no value, and credit card claims are 100% unsupported and evaporate upon proper challenge. Debt-collector-type debt (when another company has purchased the account from the original creditor) is also very easy. The only time things get sticky is when these types of accounts end up in lawsuit, and the courts have gotten involved. Mortgage lenders are more likely to go

down fighting, but so far—they always go down, because they cannot prove that they have a valid claim in the loan transaction.

A tiny minority of situations are not within the realm of rescue because of fatal mistakes made by the debtor, and so are not attempted. But of those taken on, there are factually no failures (because handlings are based on the truth of the matter); some just take a little longer than others. They can get drawn out because some creditors just don't want to let go and give up (it may be too much of a shock when a lender realizes that someone has figured out his racket and that he might have to stop robbing people and find honest work).

Another definite factor causing creditors, and judges and attorneys alike, to beat a hasty retreat is the penalty for unauthorized use of the “borrower's” private, common-law- copyrighted property, his name. For various reasons, this system is bringing the activities of financial pirates under control. It also works in other situations where one's name is being used for financial gain, but handling “lenders” seems to be its most popular use right now.

---

<sup>1</sup> **Minion:** A servile favorite or follower: a term of contempt.

**Below is a sampling of different types of successes. There are many more that have crushed the initial assault but have not yet arrived at final completion with title in-hand.**

1. After getting involved in a certain business opportunity, Mark from Missouri gradually poured in over \$100,000 and one day found himself hurting for cash. He got a quick \$15,000 loan from a prominent national lending company at a hefty interest rate but was not worried because he expected the business deal to come through. He put up the certificate of title for each of his three vehicles as collateral for the loan.

Mark made monthly payments of \$500 on the loan for about a year, hoping that something would work out with the investment, but it never did. As well, his payments were apparently not making much of a dent in the loan because the lending company informed him that he still owed about \$17,000. He had lots of bills, little cash, got three months behind on payments, and realized that the lending company was probably thinking about picking up the cars.

He began placing the autos in a secluded place to inhibit the lender from just coming over and taking them, but before he could secure the last one, they repossessed it. Shortly after that, Mark hooked up with SecuredParty.org, did his Copyright Notice and UCC Financing Statement, and then issued the lending company a promissory note in the form of a draft (a one-page, abbreviated version of the Certified Promissory Note that appears on page 10 of the 14-page Validation of Debt Package in Section 10, Handling Presentments) in the amount of \$16,948,27, along with a certified copy of all his UCC paperwork.

A few days later Mark received another statement from the firm, listing the unpaid balance at \$41.07. He purchased a money order in that amount and showed up at the local office to tender payment. The people there were shocked to see him. They told him that his account had been shifted to the national office, that they no longer had the capability of accepting payment from him on their computers and instructed him to call the main office.

When he made contact with the account rep at national headquarters, he asked what he needed to do to get the balance cleared off:

Rep: As far as what I can see here in your file, you're fine. You're done. You're taken care of. You got a statement from us?

Mark: Yes.

Rep: Does it have a date on it?

Mark: It was about a week ago.

Rep: Oh, that must be some computer error. Just disregard that. Just forget it. You're taken care of.

Mark: Well, I have a couple of other problems.

Rep: What's that?

Mark: Your Local office still has my certificates of title, and they also repossessed one of my cars.

Rep: Well, give them a couple of weeks to straighten out the paperwork and then go in and talk to them, and if you don't get satisfied you have my name and number—just call me back and I'll see to it that you are satisfied.

A few weeks later he checked in as directed and was told he could pick up his titles and get his car back as long as he paid the towing and storage fees at the impound lot, a total of \$230<sup>00</sup>, which he did in November. He has never heard from them again.

2. Dan, a knowledgeable fellow in UCC matters, set up new business relationships after relocating in his old hometown, Muskegon, Michigan, having been gone for many years. One thing he needed was a bank account and he decided on the credit union where his mother and stepfather banked. After proving that that family members were already banking there, the new accounts clerk cheerfully handed over an application. Since the new (non-interest bearing) account would be in the straw-man's TRADE NAME, that's how Dan filled out the app: printing the straw man's all-caps name and placing a "©" copyright symbol immediately after the last letter of the name. When the straw man" finished filling out the form," the Secured Party, i.e. flesh-and-blood Dan, wrote across the signature card in red ink: "Accepted for value, exempt from levy, filed in his EID #2, dated it September 21, 2001, and signed it. He then supplied a copy of his UCC Financing Statement and Security Agreement and turned them in with the signature card, requesting a photocopy of the card, front and back.

The next morning Dan received a call from the president of the bank: "I'm sorry, but we will not be able to open the account. Our legal department says we can't have a copyrighted name on an account." Shortly thereafter, Dan shows up at the bank. Here is a portion of his conversation with the president:

President: If you will simply remove the copyright symbol from the name there will be no problem in opening the account.

Dan: Will it be a secured account?

President: Yes.

Dan: What happens if someone takes money out of this account?

President: That will not happen.

Dan: Let's just say hypothetically that...

President: I will not let that happen.

Dan: Even if the IRS wants to take some money?

President: Even the IRS. This account will be permanently flagged "PRIVATE" in the computer and will never be touched by anyone other than you without your permission. Since the account would be in your name, even your wife could not remove money without, your official authorization.

Dan: Let's just say someone DID take some money out of my account. Who would be liable?

President: The Credit union.

Dan opened the account. He receives checking services with no monthly fees and pays nothing for money orders and other such services. No fees of any kind are deducted from his account. The president also confided that the legal department had commented that this was the strongest Security Agreement they had ever seen.

---

<sup>2</sup> **EID #:** "Employer Identification Number" of the Secured Party, derived from the straw man's Social Security Account Number (SSAN); e.g. EID # 1234-56789, derived from SSAN 123-45-6789; a number uniquely identifying the Secured Party.

3. Dan decided he wanted his funds in a 401(k) for helping with the costs of getting set up and relocated in Muskegon. When he visited the brokerage house that managed the account, he was told that there would be a 30% levy for liquidating the account, a chunk of more than \$4,000<sup>00</sup> of the total. He left and returned with a secretary of state-certified copy of his UCC Financing Statement and Security Agreement, pointing out that he, the Secured Party, had the supreme claim on the account, was exempt from levy, and would return in three days for a check in the full amount of the balance.

Two days later he received a phone call and was told his wishes could not be honored. With tape recorder in hand he went into the bank and asked for the account specialist and served her with a "**Notice by Declaration/Security Agreement**"<sup>3</sup>:

Dan: You are now on notice, and I want my money now. If you remove any funds from the balance due me you are liable for \$500,000.<sup>00</sup>, and the same goes for the IRS.

Acct Spec: I would be happy to transfer 100% of the money this second if you would just open an IRA at another bank.

Dan visited another bank where he already had an account (and was known), National City Bank, and opened an IRA account in the straw man's name as usual, then accepting for value the signature card, noting "exempt from levy" and placing EID # and dating and signing as before, all in red ink. The brokerage firm was provided with bank coordinates for the new IRA with National City Bank and the funds were immediately wired in. Less than an hour later Dan walked out the door with a cashier's check for the full \$13,800.<sup>00</sup>.

No financial institution could levy any of Dan's money without first placing his straw man's name on at least one piece of paper. The straw man's TRADE NAME, in any form, is Dan's private, copyrighted property. Without Dan's permission, no one may use the name without incurring a \$500,000.<sup>00</sup> obligation for each such use; hence all the cooperation from the banks.

---

<sup>3</sup> Now designated "Notice by Written Communication/Security Agreement." A turbo-charged and lengthier version or' the Copyright Notice that is enclosed herein, with intimate details on the workings of the self-executing Security Agreement in the event the recipient uses the name without authorization. Fee for usage is \$500,000.<sup>00</sup> per occurrence of use, secured by all tangible and intangible property of the recipient (this document, drawn strictly from the UCC and Revised Article 9, is as final as a guillotine; available through BB&C of America with purchase of the UCC Financing Statement package).

4. On November 17, 2000, the balance on Dan's MBNA credit card was \$12,507.<sup>71</sup> Having recently learned of the fraudulent business practices of credit card companies, Dan was not amenable with paying MBNA his hard-earned cash. He sent MBNA a "**Validation of Debt**" package<sup>4</sup> requesting that they prove that he owed the money they were asking for and included a certified promissory note (written in strict accordance with UCC mandates for a negotiable instrument) as bona fide payment if the debt could be validated. Three days after sending the Validation of Debt package, Ben sent along a Notice by Declaration/Security Agreement, informing MBNA that his name was copyrighted property and that if they used it for financial gain, it would cost them \$500,000.<sup>00</sup> for each such use.

That was a year ago and Dan has neither heard from MBNA since, nor from any debt collector associated with them. The \$12,507.<sup>71</sup> debt disappeared. On his credit reports with the various credit reporting agencies—which have also been served with a Notice by Declaration/Security Agreement—the account is marked "PRIVATE." There is no further credit history on any credit report after the date each agency was served with a Notice by Declaration. When Dan wants credit extended from some merchant, he simply provides bank records for the last three years, and sometimes letters from other creditors attesting his payment history. It has never been a problem.

5. In January of this year Dan received a letter from his bank informing him that an attorney had shown up at the bank with, apparently, a judgment against Dan's wife, demanding that the funds be paid out immediately. A copy of the "judgment"—*which had no judge's signature on it*—was also included with the letter from the bank. Apparently, the attorney felt he could invade Dan's account simply because he was the spouse of the "judgment debtor." The bank, of course, assured Dan that not one penny would be removed from the account without his Authorization.

---

<sup>4</sup> An exacting package of interrelated documents requiring that a credit card company officer swear out an affidavit ("true, correct, and complete") in accordance with the Fair Debt Collection Practices Act, identifying the substance/valuable consideration that was exchanged with the credit card account holder that supports the contract and justifies the credit card company's demand that the account holder pay the amount demanded. No financial institution in America can do this because nothing of value is ever given by any "lender," including all credit card companies. The Validation of Debt package has never failed in stopping a credit card company seeking payment (the Validation of Debt package is available through BB&C of America).

With Dan's friend Jim's help, as with all of Dan's other documents, the Notice by Declaration was created for Dan. As well as matting it **Certified Mail**<sup>5</sup>, Return Receipt Requested, Dan also faxed the attorney the Notice by Declaration/Security Agreement from the automobile dealership where he worked. Less than ten minutes later the attorney was on the line with Dan asserting that, among other things, the faxed documents had “nothing to do with the judicial system.” Dan agreed with the shyster entirely, *“That’s exactly right. This has nothing to do with the judicial system.”* That was May 2001, nine months ago, and Dan has not heard from the attorney since.

[**Note:** In this testimonial, as well as in all the others here, the judicial system plays no part in the process. These are all private, consensual contracts containing no controversy that would allow the intervention of any third-party judge. Everything is agreed upon in advance when the aggressor/debtor executes the contract by using your private property (any version of your copyrighted name) without your authorization. Since it is your property, any user must comply with contract terms that you set for its authorized, as well as its unauthorized, use.]

6. Because of a Notice by Declaration/Agreement on file with the county where Dan lives the county title insurance office will not issue a copy of the title on one of Dan's properties certifying that it is held free and clear (which it is). They have no problem issuing a plain photocopy of the deed because the document does not constitute legal evidence when in the form of a plain photocopy but will not issue a certified document with Dan's copyrighted name on it. Apparently, the revenue from selling the certified copy of deed is outweighed by the half-million-dollar ticket for using Dan's private, copyrighted property without his permission.

7. Arnold from New Jersey, 86 years of age, had ceased filing income tax returns as of 1991. Using Title 26 United States Code Section 6020, the Secretary of the Treasury had done an SFR, “substitute for return,” for Arnold, signing Arnold's name on his behalf on a tax return (*authorized by Arnold's signing of the W-4 Form*) for each of those years. In 1998 a “Notice of Federal Tax Lien” was filed against ARNOLD (not “Arnold”) and IRS began levying Arnold's Du Pont-corporation pension from at a clip of \$1,347.<sup>68</sup> a month. Arnold tried every tactic he could think of for two and a half years, but was unsuccessful in nullifying the effects of the “Notice of Federal Tax Lien.”

By good fortune, Arnold recently met the folks at SecuredParty.org (authorized distributors of Cracking the Code Third Editions) and sent IRS a smaller version of the current “Validation of Debt” package (see Section 10, Handling Presentments). Before the next pay period Arnold received a “Release of Notice of Federal Tax Lien,” and his next pension check from Du Pont had no deductions for IRS.

8. While being admitted at the hospital following an automobile accident in December 1999, Bill from New Jersey was given a consent form by the hospital for establishing financial liability for its services. Noticing that the hospital had printed out the name of his all-caps straw man on the form as the liable party, and knowing that an agent is not responsible for the principal's liability, Bill signed as follows:

“WILLIAM QUINCY JONES by  
William Quincy Jones, Agent”

Even though the other driver's insurance company paid in full for the loss of Bill's car, they refused responsibility for a \$475.00 bill for x-rays that Bill had forwarded after he was billed by the hospital's radiology department. The \$475.<sup>00</sup> bill went into collection and Bill was sued in early 2001. Bill responded using the all-caps name of his straw man only on all documents, but also entered his **Security Agreement**<sup>6</sup> and UCC Financing Statement into the record as evidence that he (the flesh-and-blood man) was not the party being sued and that he held the supreme claim against the liable party, his all-caps TRADE NAME. At the April 2001 trial, after nearly an hour of verbal ping-pong, both judge and hospital attorney realized that Bill could not be tricked into taking the place of the debtor, nor into becoming a **surety**<sup>7</sup> for the debtor, so the attorney asked for default judgment, asserting that the defendant, the TRADE NAME, had not appeared in court.

---

<sup>5</sup> Though Dan used Certified Mail here, it is strongly recommended that you always use Registered Mail and send Return Receipt Requested, Restricted Delivery, with an Affidavit of Service for proof of service.

<sup>6</sup> The new Security Agreement, available through BB&C of America, is an impregnable fortress for the interests of the Secured Party in his relationship with the Debtor STRAW MAN.

<sup>7</sup> Surety: A person who binds himself for the payment of a sum of money, or for the performance of something, else, for another. Bouvier's Law Dictionary, Eighth Edition.



The judge immediately granted default judgment in favor of the hospital against Bill. It is now February—ten months later and Bill has heard from neither the court nor the attorney since the trial. When he recently checked the court record he discovered that no judgment was ever signed by the judge as required by New Jersey court rules—and entered in the record. Despite the play-acting in the courtroom by the judge, Bill actually won the case based on his Security Agreement and his mastery of “legal dodge-ball” in avoiding the **trickery of the judge and the attorney**.<sup>8</sup>

9. In March of 2000 the same Bill from above was lassoed into using his credit card for renting a truck for a friend at a rental agency, and then picking up and delivering some furniture. Bill reluctantly agreed on the credit card use, taking out full insurance on the truck. On the way back they clipped a telephone pole that was leaning slightly toward the road at a tight intersection. Thinking only the rear-view mirror had been damaged they were all surprised when they stopped at a diner and noticed that the top of the box had been gashed open, as well. Bill's friend was worried about the liability, but Bill comforted him by reminding him that they had purchased full insurance coverage on the truck. Bill also explained for his friend how he had signed the rental agreement in the straw man's name:

“WILLIAM QUINCY JONES by  
William Quincy Jones, Auth. Rep.”

Upon arrival back at the rental agency a damage/incident report was written up and Bill explained what happened for the manager/owner, who noted the damage. The rental transaction was completed, and Bill and friend departed. A month later on April 18, 2000 Bill received a bill from the rental agency for \$1,957.<sup>64</sup> He then got on the phone and reminded the manager that he was carrying full insurance coverage on the vehicle at the time of the accident. The manager then stated that the insurance didn't cover overhead damage and that Bill was personally responsible for the repair.

On May 30th the attorney for the rental agency wrote a letter requesting payment in the amount of \$2,325.<sup>16</sup> and threatening litigation absent payment in full. Bill then sent a “Validation of Debt” package requesting validation of the purported debt per the Fair Debt Collection Practices Act. Also included was UCC documentation that proved Bill was the Secured Party/Creditor over the Debtor, Bill's straw man, and that unless the attorney could prove a superior claim, he had nothing. Bill received a letter dated June 13, 2000 from the formerly combative attorney stating as follows:

“... A copy of the bill has been previously submitted to you and it is my opinion that the debt is valid. If you have any interest in trying to resolve it amicably, please call me.

“Thank you for your courtesy and cooperation.

“Very truly yours...”

That was the last communication Bill received from the attorney, 21 months ago. From the marked change in substance and tone of the attorney's communication he apparently recognized that Bill had figured out the UCC game by proving superior knowledge of how it all works (see “How to Sign Your Signature Without Liability” in Section 10, page 315, for a full explanation).

---

<sup>8</sup> For an exposé of the Federal Reserve's acknowledgment of the legal distinction between true name and TRADE NAME, see “How to Sign Your Signature Without Liability” at the end of Section 10, Handling Presentments.

## OBEDIENCE TO GOD

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

### SUBJECTION

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

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

### PRE-SENT

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

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

### RE-PRESENT

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

### FIRST BORN OF EGYPT

When Moses led the Israelites (government agencies) out of Egypt, it was done with the killing (execution by an executive) of the first born of Egypt. In other words, under the execution of the law by the hand of the individual, the government was redeemed; but the individuals were never redeemed. Now with the 2nd contract (cross), the individual will be freed or redeemed by his endorsement of the acceptance of the offer7contract, which is for both his and the government's mutual benefit.

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

## ACCEPTANCE FOR VALUE

### [The Principle Aspect of Redemption!]

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

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

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

## COMMON LAW vs. PRIVATE LAW

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

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

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

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

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

Therefore, common law is unto death, and it cannot give eternal life, as it operates only by execution (death) to transfer the energy through the principal. Private law (operation of law) is unto life, as it is done by acceptance, the acceptance of the charges of a contract. Through acceptance, public liability (execution) is offset, giving life. It does not require the death of the principal to redeem. The energy is transferred not through the principal, but by the principal.

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

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

## THEORY OF COGNITIVE DISSONANCE

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

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

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

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

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

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

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

## KINGS

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

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

## THE CAREER POLITICIAN'S CREED

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

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

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

## MAN / MEN

In looking at the word man/men, etc., as they were created in the image of GOD, (contract), this then shows that the man created was the industrial Bond, which was created by the contract The industrial Bond is the image of industrial benefits for society, but when the deception took place, the system's operator's (attorneys) deceived the financial institutions into believing that the debt (borrowed) funds (municipal bonds) were what they needed and thereby, the "debt money individuals" were able to in-debt all of society into believing the lie and thereby destroyed

the beneficial public government. It no longer had the debt free industrial bonds (man/men) to operate for all of society's benefit.

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

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

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

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

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

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

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

## CORPORATIONS

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

Whenever a public regulation/policy/statute is offended, the Agency must hold someone responsible with (commercial) charges to mend the offense, either by imprisonment or by allowing the offender to use the charges to purchase public goods and services.

When the individual is held in prison, the charges are used by the public for public needs and public expansion, but the individual who holds the charge is held on account, with no personal use. Once a Corporation manufactures a product that is consumed by the public (i.e., public goods and services) that it has paid for, the public debt must be discharged via HJR-192, and an equal exchange must take place. The individual must hold charges from an offense before he/she can exchange this for public goods and services.

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

When an individual does experience either medical or legal problems, the modern practices of either these professions, with their latest VOODOO and Chromium-plated theology practices, can only treat the symptom and not the root cause. If they were to treat the root cause, they would either bury or imprison their client. Because of their limited license, they are not allowed to attend to this primal concern, lest they obtain a charge that must be addressed and create a repetitive cycle that can never end.

This is one reason why there is no remedy in the public system, though we need it, as it is the one that must regulate the commercial transactions between individuals (men) and Governments.

## **GENERAL INFORMATION**

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

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

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

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

## **PUBLIC EDUCATION Vs. THE MONETARY SYSTEM**

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

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

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

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

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

You first must obtain your sovereignty. Not very many people are going to find their true sovereign rights, as they must learn to hold the criminal charge, and this is not publicly acceptable as the public system cannot teach this. You must seek and do your own searching and not follow the government/leader, as the system wants us to go along with their debt program of servitude and not to venture out on our own. This will label you as undesirable, but it is people like yourselves who lead and keep the public system in check.

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

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

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

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

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

## RE-PUBLIC

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

The only way that the government has to measure these affairs is by the commercial paper passed between the individuals, which are valued by the tax value on the paper transaction. In order (after the Order of the Melchizedek, Hebrews) for there to be no taxes due, there must be a tax filing or registration, as they are one and the same. In order for the registration to take place, it must be ordered by an individual which, after registration, the immoral criminal usage is hereby defused and the funds have been re-public-ed.

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

## OATH VS. LICENSE

Study the similarities and differences between taking an oath vs. purchasing a LICENSE and how they are viewed in the public liability. An OATH is our acceptance of our public offer to serve the public by the discharge of our duty and obligations, either by discharge (doing) or by dishonor (failure/refusal). We have bound our subconscious to act upon true, natural agreements that have been accepted and charged (acceptance is charge) by an individual.

Failure of the individual to honor his oath (who has bound his conscious to an act or uphold the laws of nature), such as the promise to pay to correct the damages by his wrongdoing, creates dishonor. This action only takes place under moral undertakings and with no malice involved.

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

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

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

## **MONEY CREATION and BANKS**

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

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

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

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

Whenever a Federal Reserve Bank Buys United States Bonds, Bills, or Notes it must issue a negotiable instrument (draft) for the purchase of the public offerings. This instrument requires some individual's signature, but it must circulate back to the bank (where it is placed on the ledger as collateral) to be held as the collateral for the original issue. These funds were created by a public acceptance and therefore they carry a public liability, and they must be taxed as they pass through the system.

When a NON-NEGOTIABLE instrument (draft) is received by a bank, it is placed upon the bank's ledger as collateral for the bank and the bank charges the account of the Principal who endorsed the instrument. These funds were created by a private tax exemption and are NON-NEGOTIABLE, which means they do not carry a public liability that must be taxed.

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

## **OUR MIRROR IMAGE**

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

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

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

Whenever an infraction of public policy occurs it is charged against a "Straw-man," and since most individuals are not aware of their Straw-man, they believe it is charged against them as an individual.



They try to use public law (argument of facts) to deny these charges. When you accept these charges, there is no controversy and you then become the holder-in-due-course and these charges become your private property, which cannot be regulated in the commercial zone.

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

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

John Adams said:

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

### **From: Silent Weapons for Quiet Wars**

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

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

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

"In order to achieve a totally predictable economy, the lower class elements of the society must be brought under control, i.e., must be house-broken, trained and assigned a yoke, and long term social duties from a very early age, before they have an opportunity to question the propriety of the matter. In order to achieve such conformity, the lower-class family unit must be disintegrated by a process of increasing preoccupation of the parents and the establishment of government operated day care centers for the occupationally orphaned children.

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

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

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

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

On February 17, 1950, Senate Hearings were held concerning the U.N. and its Organizations.

James P. Warburg testified on February 17, 1950:

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

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

**John Maynard Keynes in 1920:**

***“By a continuing process of inflation, governments can confiscate secretly and unobserved, an important part of the wealth of its citizens. There is no subtler, no surer means of overturning the existing basis of society than to debauch the currency. The process engages all the hidden forces of economic law on the side of destruction, and does it in such a manner which not one man in a million is able to diagnose. ”***

**From Federalist Paper #79:**

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

## **LAW CONFERENCES - U.S. PARTICIPATION**

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

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

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

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

### **HJR-192 June 5, 1933**

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

## **MONEY**

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

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

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

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

Noland Co. v. Maryland Casualty Co. “A note is only a promise to pay and not payment,”

Fidelity Savings State Bank v. Grimes, 131 P.2nd 894

“Checks aren't money in themselves.”

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

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

Same as above.

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

From Same book on the Federal Reserve.

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

— 73'd Congress — March 9, 1933

“The “giving of a (federal reserve) note does not constitute payment.”

See Echart v Commissioners C.C.A., 42 Fd2d 158.

“The use of a (federal reserve) ‘Note’ is only a promise to pay.”

See Fidelity Savings v Grimes, 131 P2d 894.

“Legal Tender (federal reserve) Notes are not good and lawful money of the United States.”

See Rains v State, 226 S.W. 189.

“Federal reserve notes are valueless.”

See IRS Codes Section 1.1001-1 (4657) C.C.H.

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

See Blachshear M(g. Co. v Harrell, 12 S.E. 2d 766.

THE FOLLOWING IS A BANKRUPTCY CASE

**STANEK v. WHITE**

Supreme Court of Minnesota - 1927

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

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

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

**UCC 3-419**

**INSTRUMENTS SIGNED FOR ACCOMMODATION**

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

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

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

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

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

## Uniform Commercial Code - § 10-104,

### Laws Not Repealed.

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

As amended in 1962 and 1994 V 49

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

27 CFR 72.11

### *(Code of Federal Regulations)*

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

## COMMERCIAL CRIMES:

### Code of Federal Regulations, Chapter 27, Section 72.11

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

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

### At the Signing of Coinage Act

#### on July 23, 1965, Lyndon B. Johnson Stated in his Press Release that:

“When I have signed this bill before me, we will have made the first fundamental change in our coinage in 173 Years. The Coinage Act of 1965 supersedes the Act of 1792. And that Act had the title: An Act Establishing a Mint and Regulating the Coinage of the United States...”

“Now I will sign this bill to make the first change in our coinage system since the 18'h Century. To those members of Congress, who are here on this historic occasion, I want to assure you that in making this change from the 18'h Century *we have no idea of returning to it.*”

#### Maxim in Law:

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

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

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

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

**“THE PRICE OF IGNORANCE IS FAR GREATER THAN THE COST OF AN EDUCATION”**