

Living In The Private

Educate Yourself, Ask Questions, Verify Everything

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"In The Private"

EVERY natural man and woman is born **“in the private”**. Whereas the *State is public*, and therefore its Public Servants, and its legal fiction creations are **“in the public”**, including its artificial legal “persons”.

A man or woman can either “live” “in the private”, or “act” “in the public”. However ...

We are trained from an early age to accept a higher authority as normal. Most people exist in a culture of submission and conformity, allowing numerous aspects of their lives to be controlled by the Government. The populace is manipulated to become dependent (debt-money), and conditioned to become fearful (racism, terrorism, and wars). The manner and appearance of “authority” is usually intimidating by design, while the language of legal fiction commerce (Legalese) is deceptive.

You are indoctrinated to “act” in the “role” of an artificial legal “person”, which is a creation of the State and a debtor serving as “surety” for the corporate debt of YURNATION (INC.).

Every nation with a Central Bank under the Bank for International Settlements has been indebted by the “incorporation” of its government into the debt-money system, thereby surrendering its power of sovereign money issuance.

A global system of debt-bondage has been established by “incorporating” governments, and by programming the people to “act” in the fictional “roles” of “artificial persons”, which as legal fictions having no innate productive capacity, are debtors by default, serving as “transmitting utilities” for human energy.

An artificial legal “person” is a dead entity. It is a legal fiction “*persona*” in the “theatre of commerce”, and it is under the foreign Admiralty Maritime Jurisdiction, the international “Law of the Sea”. On the contrary, you are born into your own sovereign Estate of body, mind, and

soul. As a sentient man or woman you live within the sovereign Common Law Jurisdiction, the national “Law of the Land”.

The “Common Law” follows “Natural Law”, a living system of “right or justice” held to be common to all humans and derived from Nature rather than from the rules of society. In “Natural Law”, all people are born equal and endowed with unalienable rights.

Your sovereign jurisdiction, including your inborn **Unalienable Rights**, cannot be taken from you without your fully informed and willing consent.

Legal “person” “actors” for incorporated governments, banks, and all corporate entities, need to contract with other legal “person” “actors” to extract their “commercial energy”.

These legal “actors” make the PRESUMPTION that you are also “acting” in the “role” of a legal “person” in “legal fiction” commerce, which is why they are seeking a contract “performance”. They ALWAYS want the NAME and often the creation date of the legal “person” to establish “joinder”, forming an “adhesion contract”. **They NEED A “PERSON”, because there is absolutely no way they can contract directly with a living man or woman. They**

need a man or woman to CONSENT TO TAKE RESPONSIBILITY IN THE MATTER OF THE “PERSON”, unknowingly or knowingly, which is JOINDER.

In this way, a man or woman becomes party to the action involving the “person”, which is “joinder” of the parties into a single case in legal fiction commerce.

When a living name is “mirrored” by the registration of an artificial legal “person” on the [Birth Certificate](#), an Estate Trust is formed, such as **MR JOHN DOE TRUST**. Any living man or woman unknowingly in JOINDER to such a legal fiction NAME blindly takes responsibility for the alleged debts of the Trust as its Trustee. Whereas an aware living man or woman can separate themselves from the legal fiction NAME and become the rightful controlling **Agent, Beneficiary, Executor/Executrix** for **MR JOHN DOE TRUST**.

Legal “actors” will attempt to engage the “person” by posting letters, by phone, or on the highway, to make and enforce a contract. Misrepresenting a living man or woman as a fictional “person” causing unwitting “joinder” is the crime of “personage”, and it is perpetuated by “barratry”, the crime of bringing false claims in court. The term “barratry”, appropriately, comes from the “Bar Association”.

Under the Common Law Jurisdiction (Law of the Land), both parties must enter into every contract “knowingly”, “voluntarily”, and “intentionally”, or the contract is unenforceable and void.

However, under the Admiralty Maritime Jurisdiction (Law of the Sea), consent to contract is often presumed by silent acquiescence, unless the party contracted thereby rebuts the presumption of consent.

If you do not wish to consent to their contract offer (presentment), you must **Rebut The Presumption** that you are “acting” in the “role” of a fictional legal “person”.

Maxim of Law:

Quid fas non veritas est. Legality is not Reality.

The first step is to separate yourself from the legal fiction. If you answer to the artificial legal “person” NAME, you contract by “joinder” to become a liable debtor. However, if you “stand” truthfully as a “*man*” or “*woman*”, not “acting” as an *artificial legal “person*”, the two are separated.

Because of years of conditioning, it takes time to separate the legal fiction from reality, in your mind and in the real

world. A powerful and lawful approach is simply to **verify everything**.

You are never obliged to answer questions or to provide government issued ID. Truly, to uphold your government of the People, it is not your duty to answer questions, it is your duty to **ask questions**. You have the Right to know who is making a claim against you, the Right to know who the injured party is, the Right to conditionally accept any claim against you upon verification, the Right to reserve your rights without prejudice, and thereafter the Right to remain silent to avoid self-incrimination.

By failing to exercise their Rights, the People have been betrayed, and have allowed their governance to be turned against them, so that the People have been “monetized”. The original offices of de jure unincorporated government institutions have been usurped, and are mostly unoccupied by de jure public servants working for the People in a de jure public capacity. The “public” State has been captured by financial piracy, and has become a commercial enterprise, operating by contract under the Admiralty Maritime jurisdiction (Law Merchant), in the international Law of the Sea.

The following definitions apply to the de facto incorporated State, in which the agencies of government,

and all artificial legal “persons”, are merely corporate franchises.

“In The Public”	“In The Private”
PUBLIC = GOVERNMENT	PRIVATE = MAN/WOMAN
CREATED BY THE STATE	CREATED BY NATURE/GOD
PUBLIC SERVANT	PRIVATE SOVEREIGN
ACTING IN “PUBLIC CAPACITY”	LIVING IN “PRIVATE CAPACITY”
“MEMBER OF THE PUBLIC”	“WE THE PEOPLE”
LEGAL FICTIONS	LAWFUL FACTS

Private: To be “**in the private**” is to “live” in a “private capacity” as a Man or Woman, with flesh and blood, arms and legs, a conscious mind, a spirit, and Life. All Men and Women are created as equal Sovereigns, endowed with Unalienable Rights and Properties, including Credit equating to their valuable human energy. As natural Men and Women, they are Creditors, because they are born naturally with innate productive capacities. Their right to contract is Unlimited, and they have unlimited liability, being responsible adults. They are outside and above the State. From Latin *privatus* “set apart, belonging to oneself (not to the state)”.

Public: To be “**in the public**” is to “act” in a “public capacity” as an “accommodation party” in “joinder” to an

“artificial person” created and governed by the State. All Men and Women who “act” in legal fiction “roles” for the State are granted revocable Privileges and Benefits prescribed in legislative “Acts”. As Artificial Persons, they are Debtors, because they are created legally without innate productive capacities. Their right to contract is Limited, and they have limited liability, being legally incompetent “creatures of the State”, its legal children. They are inside and under the State. From Latin *publicus* “of the people; of the state; done for the state”.

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contract is Limited, and they have limited liability, being legally incompetent “creatures of the State”, its legal children. They are inside and under the State. From Latin *publicus* “of the people; of the state; done for the state”.

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Maxims of Law

Consensus facit legem. Consent makes the law. A contract is a law between the parties, which can acquire force only by consent.

Qui tacet consentire videtur. A party who is silent appears to consent.

Non videntur qui errant consentire. He who errs is not considered as consenting.

Disparata non debent jungi. Unequal things ought not to be joined.

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DEAD OR ALIVE

Artificial	Natural
“LAW OF THE SEA” Admiralty Maritime Jurisdiction Statutes, Acts, Rules, Codes etc	“LAW OF THE LAND” Common Law Jurisdiction Do No Harm
DEAD LEGAL PERSONALITY Registered	LIVING LAWFUL MAN/WOMAN Recorded
“ARTIFICIAL PERSON” Corporation	“NATURAL PERSON” Human
PUBLIC SERVANT Bonded	PRIVATE SOVEREIGN Free
“PUBLIC CAPACITY” Limited	“PRIVATE CAPACITY” Unlimited
LEGAL PRIVILEGES/BENEFITS Granted and Revocable	LAWFUL RIGHTS/PROPERTIES Inherent and Inviolable
LEGISLATED RIGHTS Prescribed by the State	UNALIENABLE RIGHTS Endowed by Nature/God
DEBTOR Liable for Debts	CREDITOR Creator of Wealth
TRUST TRUSTEE Always “Pays”	TRUST BENEFICIARY Always Benefits
“ACCOMMODATION PARTY DEBTOR”	“SECURED PARTY CREDITOR”
LEGAL COMMERCE Between Corporations	LAWFUL TRADE Between Living People
SIGNATURE Fiction <i>John Henry Doe</i>	AUTOGRAPH Fact <i>By: John-Henry: Doe</i> <i>All Rights Reserved</i>

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WHERE YOU STAND

<p>CORPORATION Corporation is over nothing</p>	<p>GOVERNMENT Government is over < Corporation</p>	<p>MAN/WOMAN Man/Woman is over < Government</p>	<p>NATURE/GOD Nature/God is over < Man/Woman</p>
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The individual [a natural man or woman] may “stand” upon his constitutional rights as a citizen. He is entitled to carry on his “private” business in his own way. His “power to contract is unlimited”. He owes no duty to the State or to his neighbors to divulge his business, or to open his doors to an investigation, so far as it may tend to criminate him. He owes no such duty to the State, since he receives nothing therefrom beyond the protection of his life and property. His rights are such as existed by the “law of the land” long antecedent to the organization of the State, and can only be taken from him by “due process of 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.

Upon the other hand, the corporation is a “creature of the State”. It is presumed to be incorporated for the benefit of the public. It

receives certain special “privileges” and franchises, and holds them subject to the laws of the State and the limitations of its charter. Its “powers are limited” by law. It can make no contract not authorized by its charter. Its rights to act as a corporation are only preserved to it so long as it obeys the laws of its creation. There is a reserved right in the legislature to investigate its contracts and find out whether it has exceeded its powers. It would be a strange anomaly to hold that a State, having chartered a corporation to make use of certain franchises, could not, in the exercise of its sovereignty, inquire how these franchises had been employed, and whether they had been abused, and demand the production of the corporate books and papers for that purpose.

Citation (emphasis added), *Hale vs. Henkel*, 201 U.S. 43 (1906).

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CROSSING THE LINE

A sovereign man/woman lives in their **“private capacity”** **possessing unalienable rights and properties**. They may volunteer to act in a **“public capacity”** **granted revocable privileges and benefits** which are the mere civil rights of an artificial legal person.

Governments incorporate (form) artificial legal persons of many kinds by registration, presuming a franchise benefit to the State's legal society. Legal persons include: citizen, resident, inhabitant, driver, individual, taxpayer, employee, voter, and owner. They are servants, transmitting utilities, debtors, decedents, or incompetent wards of the State.

INCORPORATION transfers ANYTHING from the sovereign national “Law of the Land” (Common Law Jurisdiction) into the foreign international “Law of the Sea” (Admiralty Maritime Jurisdiction).

Whenever people **“act”** in a **“public capacity”** as **“public servants”** they are accountable to the State if they fail to perform their role as contracted.

Whenever people “live” in their “**private capacity**” as “**private sovereigns**” they are accountable in Common Law if they cause harm to any living soul.

If you “act” in the “role” of a “legal person”, you are crossing the line into the lower world of the legally dead, surrendering your unalienable rights as a living soul.

Real	Living	Private
Universal Law (Laws of God / Creator / Universe)		
Natural Law (Laws of Nature)		
Common Law (Private) (Cause no harm, loss, or fraud to other Living Souls)		
Constitutional Law (All Holders of a Public Oath of Office MUST serve the Private People)		
Lawful	Law of the Land	De Jure
Legal	Law of the Sea	De Facto
Commercial Law (Contract Law / Law Merchant / U.C.C.)		
Admiralty Maritime (Military / Tribunal / Martial Law)		
Statutory Legislation (Public) (Statutory Acts, Bills, Codes, Rules, Legislative Instruments)		
Corporations (Legal Persons , Franchises, Decedents, Debtors, Wards of the State)		
Fiction	Dead	Public

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YOUR PUBLIC TRUST

People create governments to serve, not rule. A People's constitutional government is, by definition, a Public Trust instituted to serve Private Sovereign People in the Common Law Jurisdiction.

A Trust is formed automatically in law whenever a property interest is divided.

Sovereign people form a Public Trust when they institute a constitutional government.

Such a sovereign government is an **unincorporated** Common Law Assembly, or a “body politic”, NOT an **incorporated** “body corporate”. The Sovereign People place their Trust in the governance skills of their elected re-presentatives, who are elected into “office”, not into “power”. Your re-representative “goes in your place”. The Sovereign People are the employers of their re-presentatives and all government employees. Without exception, the employees of this Public Trust are “public servants”, working for the Private Sovereign People, who are the free men and women of the Nation.

Everyone in government service, from your Head of State to the

lowest employee, derives their limited authority from the Private Sovereign People, and each such “public servant” has a Fiduciary Duty to serve as a Trustee for the Private Sovereign People who are the Beneficiaries of their Public Trust.

Sovereignty resides in the People, whose power is the source of Law.

Your government is “public”, employing numerous Public Officers, each of whom swears an oath of allegiance “according to law”, for example, as prescribed in the New Zealand Oaths and Declarations Act 1957. Your Head of State is your principal Trustee in the Law of the Land, the de jure Common Law. In New Zealand, the Common Law is acknowledged in the Imperial Laws Applications Act 1988: *'After the commencement of this Act, the common law of England (including the principles and rules of equity), so far as it was part of the laws of New Zealand immediately before the commencement of this Act, shall continue to be part of the laws of New Zealand.'* It is the sworn duty of all Public Officers to uphold the Common Law embodied in the Private Sovereign People.

If the People's sovereign authority, partly delegated to their government, is turned against the Sovereign People, the Public Trust is betrayed. Sadly, centuries of systemic monetary, legal and political corruption have deeply subverted our government, which has been **incorporated to serve the debt-money system of bondage**, extracting wealth for a global power elite who rule at the expense of the majority.

Nevertheless, the foundation of our government is the Public

Trust, over which the People are the Sovereign power of the Nation.

Every governmental entity, unincorporated or incorporated, is subordinate to the authority of every sovereign man or woman, and to the sovereign People of every community, for all governments however formed, are subject to their creators, or simply to the will of the People whose consent they require to exist.

The beginning of freedom is the realization that your Public Trust is there to serve your Life, not take it. The Power of your Life is found in your self-awareness, for we intuitively know that no other man or woman was born as our master.

Sovereignty is your right in Natural Law, but it is not given; it is **exercised**, and it is held by attention to your **Unalienable Rights**.

The paramount responsibility of those People who benefit from their constitutional governance is its maintenance by any reasonable means that upholds its founding principles.

“It is not the function of our Government to keep the citizen from falling into error, it is the function of the citizen to keep the Government from falling into error.” *American Communications Association vs. Douds*, 339 U.S. 382, 442, (1950).

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PUBLIC SERVANTS

Public Servants serve the Private Sovereigns who, having founded a constitutional unincorporated government for the benefit of the People, are governed by their consent.

Your government is a “public institution” with “public servant” employees who serve in a “public capacity”. Whereas, the people who form governments are “private people” living in their “private capacity”.

Public Servants serve the Private People who, having instituted a freely-elected representative government for the benefit of the People, are governed by their consent.

All elected officials and/or employees of the public State are Public Servants, including [Peace Officers](#).

The founding of a representative government by the People automatically forms a Trust in Common Law, with the People as Beneficiaries, and their Public Servants as Trustees. The Public Servants have a Fiduciary Duty to serve the Beneficiaries of the Trust.

It is the responsibility of the Private People to oversee their Trust, and their Public Servant employees, for the common good of their communities and nation.

The government of a sovereign nation is an unincorporated body politic, which enabled by the delegated power of the People, can create subordinate legal fiction governmental corporations, and non-governmental corporations, for the purpose of commerce.

Sovereign living people are in the Common Law jurisdiction – the national Law-of-the-Land (lawful), while legally generated corporate “artificial persons” created by the State are in the Admiralty/Maritime/Commercial jurisdiction – the international Law-of-the-Sea (legal).

The “Common Law” mirrors “Natural Law” inasmuch as the protection of life is paramount, because life is a sacred creation. “Natural Law” is a system of “right or justice” held to be common to all humans and derived from Nature rather than from the rules of society.

Whereas the legal fiction system of commerce is simply an imaginary construct, using “artificial persons” as “transmitting utilities” to extract and exchange productive energy from the real world. Hence the Maxim of Law: *Legality is not Reality*.

Jurisdiction is critical because when a man or woman “acts” in the “role” of an “artificial person” they are subservient to the State which created it by “registration”. The State prescribes “revocable” “privileges” and “benefits” to its “persons”, whereas private men and women possess “unalienable” “rights” and

“properties”.

Moreover, “artificial persons” and all corporations are created as debtors by default, having no creative human energy or innate productive capacity, and therefore they can be bankrupted. This is why your government has been incorporated and why you are using debt-money, instead of sovereign money issued debt-free by a sovereign unincorporated government.

When a nation, or community, surrenders its sovereign power to create money without debt or interest, a deadly economy is inevitable due to the cumulative toxic consequences of interest-bearing debt. Finally, the system is mathematically guaranteed to collapse, because the interest, which is not created, compounds exponentially, requiring ever more new debt to service existing debt.

There are no limits to the growth of debt, and yet all debt is sooner or later a future claim on Nature as the ultimate limited source of all wealth. Servicing debt requires extracting production at any cost beyond the limits to growth on our finite planet. The “growth imperative” to service endless debt causes, overall, a destructive economy.

Given the parasitic nature of debtism, it should be obvious why the Private People are not taught to uphold their living Common Law jurisdiction, which acknowledges their sovereign “rights already existing” antecedent to the State.

The sovereign People of any nation have a duty to oversee their governmental Public Servants, failing which the sovereign

People, despite their inherent authority, will sooner or later suffer the consequences of their negligence, because history teaches us that power corrupts, and absolute power corrupts absolutely.

When Private People wish to exercise their sovereign authority over their Public Servants, unincorporated and incorporated, they must have Common Law standing.

Every man or woman, and every community of Private People, can uphold the Common Law, declining consent if they deem it necessary to avoid harm or loss to any living soul, or to safeguard their community, or to protect their living Earth upon which all people depend for life.

A private man or woman can rebut a presentment from a Public Servant, and hold them to account, by using a process of **Conditional Acceptance**.

Or, a community of Private People can rebut a decision, a plan, or a policy, of their Public Servants by holding a People's Assembly in order to exercise their “home rule powers”.

See **Home Rule Powers**

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PEACE OFFICERS

Your Public Servants include all oath-bound Officers of the Law. Most frontline “Police Officers”, however, perform two roles:

As **Peace Officers** they **uphold the law**, discharging their impartial duties under Oath “according to law”, which is the de jure Common Law Jurisdiction, also known as the “Law of the Land”. They swear to “keep the peace”, by doing their best to keep people and their property safe from harm. They are protected by a Public Bond, having Limited liability. They have Common Law powers (Constitutional) delegated by the People.

As **Policy Officers** they **enforce statutes**, which prescribe the legal terms and conditions of contracts with penalties etc., in the de facto Admiralty Maritime Jurisdiction, also known as the “Law of the Sea”. They do NOT swear an Oath to “enforce statutes” in commerce, and are NOT protected by a Public Bond, having Unlimited full commercial liability. They have Corporate powers (Contractual) which are subject to Consent.

Peace Officer = “Constabulary Powers” = Constitutional

Policy Officer = “Corporate Powers” = Contractual

Revenue gathering for YOURNATION (INC.) in the Admiralty Maritime Jurisdiction is not part of the sworn duty of a “Peace Officer/Constable”. An Officer conducting legal fiction commerce in support of the private debt-money system of bondage can be described as a private mercenary abdicating their Oath.

“Police Officers” enforcing statutes in legal fiction commerce have NO JURISDICTION over any living man or woman unless that man or woman **consents** to that jurisdiction.

All legal jurisdiction over a man or woman requires their consent, and so all presentments from of a “Police Officer” are a “service” offered by “consent”.

*“It's important for us to know what people think of our **service** - in New Zealand we police by **consent** and cannot afford to lose the support of the **people we serve.**” (emphasis added)*

<http://www.police.govt.nz/featured/service-excellence-police>

Policy Officer "Police Officer"	Peace Officer "Constable"
ADMIRALTY MARITIME Commercial Jurisdiction	COMMON LAW People's Jurisdiction
"LAW OF THE SEA"	"LAW OF THE LAND"
Incorporated Office	Non-Incorporated Office
"CORPORATE POWERS" Contractual, subject to Consent	"CONSTABULARY POWERS" Constitutional, delegated by the People
Private Contractor, with NO Public "Oath of Office" and Bond	Public Servant, with Public "Oath of Office" and Bond
Officer breaching de jure Public Oath is in DISHONOUR	Officer upholding de jure Public Oath is in HONOUR
Private capacity, FULL COMMERCIAL LIABILITY	Public capacity, LIMITED LIABILITY
LAW ENFORCEMENT OFFICER	PEACE OFFICER / CONSTABLE
Collecting Revenue , performing Commerce , Enforcing statutory contracts	Keeping the Peace , upholding Justice , Serving and protecting people
Of the Corporation, By the Corporation, For the Corporation	Of the People, By the People, For the People
The Officer MUST establish that you are "acting" in the "role" of an artificial legal PERSON , which is consent by "joinder", in order to exercise jurisdiction over you	The Officer MUST have "probable cause" or an articulable "reasonable suspicion" that you are committing, or are about to commit, a CRIME of harm to a living soul
While "acting" as a <i>person</i> , you are under CONTRACT obliged to perform according to the terms and conditions of statutes	While a living soul, you are in the COMMON LAW obliged not to cause harm to other living souls or their property
Only a legal <i>person</i> CORPORATION can be taken to COURT for an OFFENCE	Only if there is a VICTIM of a CRIME can an Officer establish JURISDICTION over you
"Penalties" are statutory, for the legal <i>person</i> , so do not apply to living men or women	Crimes Act 1961 . Sec 9. 'No one shall be convicted of any offence at common law.'
<i>De Facto</i> "in practice"	<i>De Jure</i> "in law"

The police cannot stop you, question you, detain you, arrest you, search you, or charge you, without your consent, if there is no victim. Ultimately, the "administrative courts" cannot fine you or

imprison you without your consent. But if at any point you “understand” (stand under their authority), agree to anything, or give them the artificial legal “person” NAME, you are consenting.

THE TWO BASIC TYPES OF ENCOUNTERS:

1. Consensual, in which you are free to leave at any time.
2. Detention/Seizure/Arrest, in which you are held by “an assertion of authority”, or by physical restraint, against your will.

In any detention/seizure/arrest the “Peace Officer/Constable” MUST have “probable cause” and/or a “reasonable suspicion” that you are committing, or are about to commit, a CRIME against a victim. The accuser bears the burden of proof to reasonably establish your CRIME.

In any detention/seizure/arrest the “Police Officer” MUST establish that you are “acting” in “joinder” to an artificial legal “person” NAME created by the State and controlled by prescribed statutes. The Officer bears the burden of establishing your informed and voluntary CONSENT.

***No “Police Officer” is vested with the Common Law power
(Constabulary power)
to randomly detain or arrest you for the purpose of asking
questions.***

“[Police Officers] have no power whatever to arrest or detain a citizen for the purpose of questioning him or of facilitating their investigations. It matters not at all whether the questioning or the investigation is for the purpose of enabling them to ascertain whether he is the person guilty of a crime known to have been

committed or is for the purpose of enabling them to discover whether a crime has or has not been committed. If the police do so act in purported exercise of such a power, their conduct is not only destructive of civil liberties but it is unlawful.”

Regina v. Banner (1970) VR 240, at p 249, the Full Bench of the Northern Territory Supreme Court.

“It is an ancient principle of the Common Law that a person not under arrest has no obligation to stop for police, or answer their questions. And there is no statute that removes that right. The conferring of such a power on a police officer would be a substantial detraction from the fundamental freedoms which have been guaranteed to the citizen by the Common Law for centuries.”

Judge Stephen Kaye, Melbourne Supreme Court, 25 November 2011.

“There is no common law power vested in police giving them the unfettered right to stop or detain a person and seek identification details. Nor is s.59 of the (Road Safety) Act a statutory source of such power.”

Magistrate Duncan Reynolds, Melbourne, July 2013.

An Officer who stops you in the course of your lawful business, without your consent, or “articulable probable cause”, is assailing you.

DEALING WITH ASSAILANTS:

1. Identify your assailant, their motive and jurisdiction.
2. Require verification of a CRIME (no crime = no jurisdiction).
3. BE POLITE, STAY ON POINT.

You have the Right not to be “arbitrarily” stopped, detained or arrested [by chance, whim, or impulse]. There must be an “articulable” and “reasonable suspicion” that you are involved in a CRIME against a VICTIM, and a WITNESS [can be a “Peace Officer”] with first-hand knowledge and evidence who is willing to write an affidavit under penalty of perjury and full commercial liability, making the accusation of the crime. You have the Right not to answer questions. You have the Right not to provide government issued ID. You have the Right to ASK QUESTIONS.

See **Rebut the Presumption**

To control people, the Police rely on:

“Ignorance of the Law is no excuse”

Constable's Oath:

“I, [name], swear that I will faithfully and diligently serve Her (or His) Majesty [specify the name of the reigning Sovereign], Queen (or King) of New Zealand, her (or his) heirs and successors, without favour or affection, malice or ill-will. While a constable I will, to the best of my power, keep the peace and prevent offences against the peace, and will, to the best of my skill and knowledge, perform all the duties of the office of constable according to law. So help me God.”

[A police employee becomes a Constable (Peace Officer) by taking the Constable's Oath. A Constable is vested with constabulary powers delegated by the People to keep the peace, by making decisions that reasonably keep people and their private property safe from harm. The oath is to Her (or His) Majesty, Queen (or King) of New Zealand, because the Head of State is the Principal Trustee and Public Servant of the sovereign people, and the embodiment of the traditional Common Law.]

<http://www.legislation.govt.nz/act/public/2008/0072/latest/DLM1102205.html>

Living In The Private

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YOUR SOVEREIGNTY

All men and women are born equal Sovereigns, endowed with Unalienable Rights, Responsibilities, and Credit (commercial energy). A baby is born as the sovereign Holder in Due Course of his/her private Estate – comprising his/her rights, body, soul, creations, real and intellectual properties.

Sovereign people living on the land can assemble to constitute a sovereign government “of the people, by the people, for the people” in the Common Law Jurisdiction - the “Law of the Land”. When sovereign people constitute a sovereign government using their “rights already existing” they are delegating some of their inherent powers to their de jure government and its agencies, via their oath-bound Public Servants. Such a sovereign government is established by a *lawful constitution* as a “body politic”, whereas a fictional corporation is established by *legal incorporation* as a “body corporate”. A sovereign government of the people has no jurisdiction over any living man or woman without their fully informed and freely given consent, subject to the “due process of law”.

But a government can register artificial legal “persons”, and thereby control its own “creatures of the State” with statutory

contracts in the Admiralty Maritime Jurisdiction - the “Law of the Sea”. A man or woman who contracts with the State, freely or unwittingly, consents to “act” in a “public capacity” as an artificial legal “person” which is controlled by the issuing authority, the State. While such a government grants Privileges to artificial legal “persons”, it cannot grant any Privileges that living men and women do not already have as Unalienable Rights. Your Unalienable Rights are only limited by your Common Law responsibility not to harm other living people, and by your Common Sense responsibility toward the living Earth, whose Natural Laws govern all Life.

Sovereignty resides in the People, whose Power is the source of Law.

“Sovereignty itself is, of course, not subject to law, for it is the author and source of law; but in our system, while sovereign powers are delegated to the agencies of government, sovereignty itself remains with the people, by whom and for whom all government exists and acts. And the law is the definition and limitation of power.” *Woo Lee vs. Hopkins*, 118 U.S. 356 1.

“People are supreme, not the State.” *Waring vs. the Mayor of Savannah*, 60 Georgia at 93.

“The people of the State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.” Added Stats.

1953, c. 1588, p.3270, sec. 1.

“The people are the recognized source of all authority, state or municipal, and to this authority it must come at last, whether immediately or by circuitous route.” *Barnes v. District of Columbia*, 91 U.S. 540, 545 [23: 440, 441]. p 234.

“the government is but an agency to the State,” -- the State being the sovereign people.” *State vs. Chase*, 175 Minn, 259, 220 N.W. 951, 953.

"The rights of the individual are not derived from governmental agencies, either municipal, state, or federal, or even from the Constitution. They exist inherently in every man, by endowment of the Creator, and are merely reaffirmed in the Constitution, and restricted only to the extent that they have been voluntarily surrendered by the citizenship to the agencies of government. The people's rights are not derived from the government, but the government's authority comes from the people. The Constitution but states again these *rights already existing*, and when legislative encroachment by the nation, state, or municipality invade these original and permanent rights, it is the duty of the courts to so declare, and to afford the necessary relief.” *City of Dallas, et al. vs. Mitchell*, 245 S. W. 944, 945-46 (1922).

“A constitution is designated as a supreme enactment, a fundamental act of legislation by the people of the State. A constitution is legislation direct from the people acting in their sovereign capacity, while a statute is legislation from their representatives, subject to limitations prescribed by the superior authority.” *Ellingham v. Dye*, 178 Ind. 336; NE 1; 231 U.S. 250; 58 L.

Ed. 206; 34 S. Ct. 92; *Sage vs. New York*, 154 NY 61; 47 NE 1096.

“It is not the function of our Government to keep the citizen from falling into error, it is the function of the citizen to keep the Government from falling into error.” *American Communications Association vs. Douds*, 339 U.S. 382, 442, (1950).

Any incorporated government in the international “Law of the Sea” is a foreign government.

A sovereign government cannot also be a corporation, because sovereignty is the source of law, and a corporation is a creation of law. While sovereign people, as the source of law, can create various legal fictions including artificial persons, corporations, companies, trusts, societies, foundations, and so on, a sovereign government and its sovereign agencies are by definition unincorporated.

But all Central Bank nations are incorporated, such that the de jure nations of the world are largely unoccupied by oath-keeping representatives of the sovereign people.

De jure Common Law Jurisdiction “Law of the Land” governments have been usurped by de facto Admiralty Maritime Jurisdiction “Law of the Sea” interlopers, who are essentially private mercenaries administering fraudulent bankruptcies. Any incorporated government operating in the international “Law of the Sea” is foreign to the “Law of the Land”, and therefore it is a foreign government. Every sovereign man and woman oppressed by an incorporated government is a victim of treason.

Foreign Government	Sovereign Government
INCORPORATED STATE De Facto, Usurped "Body Corporate", Corporation	NON-INCORPORATED NATION De Jure, Organic "Body Politic", Nation
CROWN TEMPLARS City of London State	CROWN MONARCHY British Commonwealth
FRANCHISED States / Provinces / Regions / Counties Cities / Councils / Agencies / Officers etc.	NON-FRANCHISED States / Provinces / Regions / Counties Cities / Councils / Agencies / Officers etc.
CONTRACTORS Private Oath (i.e. BAR), Surety Bond	PUBLIC SERVANTS Public "Oath of Office", Statutory Bond
"LAW OF THE SEA" Foreign International	"LAW OF THE LAND" Sovereign National
ADMIRALTY MARITIME Corporate Jurisdiction	COMMON LAW People's Jurisdiction
CONTRACTUAL POWERS Subject to Consent	CONSTITUTIONAL POWERS Delegated by the People
"ADMINISTRATIVE COURT" Without a Jury	"COURT OF RECORD" With a Jury
LEGAL PRIVILEGES / BENEFITS Granted and Revocable	LAWFUL RIGHTS / PROPERTIES Inherent and Inviolable
DEAD ARTIFICIAL PERSONS Legal Fictions, Created Artificially	LIVING MEN / WOMEN Lawful Facts, Born Naturally

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WHEN YOU ARE BORN

When you are born (given life), a “Record of Live Birth” is “recorded” as testimony of your Life, which is your private Estate.

The New Zealand equivalent is a “Notification of Birth for Registration”. It is your Affidavit of Life, with details that identify your living standing holding private properties. It records your “given name” as a unique “Title”, i.e. John, to your Estate. Your Estate is the “land” (real estate), or property, of your mind, body, and soul, and all the physical and intellectual property that derives from your living energy, including your inborn unalienable rights. Your Mother's autograph is her testimony of your Estate (an Estate must come before a Trust). In Common Law (the Law of the “Land”), your Mother and the State are automatically Trustees in an “expressed” Sovereign Trust with you as the Beneficiary. You are the holder in “expectancy” (“Holder in Due Course”) of your Estate, which will descend to you as of right when you attain the “age of majority” (20), unless ...

Soon, your parents are told that you “must” be “**registered**”. They are under no such lawful obligation, but the State is

insistent for reasons undisclosed. According to Ecclesiastical Law an Estate can only be held in Trust by a man. But your Mother was asked for her maiden name, constituting “Maternity”.

[**MATERNITY**. It is either legitimate or natural. The former is the condition of the mother who has given birth to legitimate children, while the latter is the condition of her who has given birth to illegitimate children. Maternity is always certain, while the paternity (q.v.) is only presumed. - Bouvier's Law Dictionary, 1856 Ed.] Therefore, all naturally born children are illegitimate (bastards) with uncertain fatherhood, having no paternal holder of their Estate. When registering, an “Informant” (unknowingly) makes an accusation as to your illegitimacy. [**INFORMANT**. A person who informs or prefers an accusation against another. - Black's Law Dictionary, 2nd Ed.] The Status of Children Act 1969, 2. says 'For the purposes of this Act marriage includes a void marriage'. So you are legally a bastard without rights. [**BASTARD**. 4. Considered as nullius filius, a bastard has no inheritable blood in him, and therefore no estate can descend to him. - Bouvier's Law Dictionary, 1856 Ed.] Moreover, your “given name” (Title) is recorded in the “still-born” column. [A stillborn child is one ... incapable of living ... if they do not in fact survive so long as to rebut this presumption of law, they cannot inherit. - Black's Law Dictionary, 2nd Ed.] The State can now legally claim your Estate, making you a “Ward of the State” in an “estates for life” Foreign Situs Trust. [**ESTATE**. 9.-2. The estates for life created by operation of law are ... 4th. Jointure. ... The estate for life is somewhat similar to the usufruct of the civil law. - Bouvier's Law Dictionary, 1856 Ed.] “Jointure” (joinder) is similar to “usufruct” (right to derive income from property of another).

The Record of Live Birth is used to issue a Birth Certificate Bond,

certifying that a property “Title” is registered as a Security. It is like a Warehouse Receipt for the baby, the delivered goods. **[WAREHOUSE RECEIPT.** A warehouse receipt, which is considered a document of title, may be a negotiable instrument used for financing with inventory as security. - Black's Law Dictionary, 7th Edition]. At the same time, your “given name” and family name have been registered as a tradename. Only corporations have a “last name”. An artificial legal “person” has been issued by the State as a franchise child of the parent corporation.

The Bond is sold to the World Bank (Bank for International Settlements, created in 1931 by the Vatican) as Settlor of the Trust. Your value to society is calculated using actuarial tables. Your Bond becomes a registered Security, which the Treasury uses as Surety for Treasury securities such as Treasury Bonds, Notes and Bills.

So you have been **monetized**. The people truly are the “Credit of the Nation”. However, in the corrupted system, the people's credit is effectively “human capital”, or “livestock”.

Although the State can seize the baby as a “Ward of the State” if the State's “investment” is threatened, its greatest value is realized from the “matured” working adult. The perpetrators of this deception know that you could one day discover the truth and invoke your Power of Attorney from the age of 18. Property Law Act 2007, Section 22.(1) 'Person between 18 and 20 years may do certain things, ... (c) accept appointment, or act, as an attorney, 22.(2) ... has the same effect as if the person were 20 years old.' In short, you can attain the age of majority (20) by declaring your

own Power of Attorney from the age of 18. But if they can somehow “kill” you off, again, legally speaking, they can continue to hold your “deceased Estate” Titles: real property (lands), personal property (life), and spiritual property (soul).

When you reach full legal age under the Admiralty Maritime jurisdiction, which is the “Law of the Sea”, you become eligible to “register” your Estate as a “vessel” navigating on the “sea of commerce” with you as the Master (Mr/Mrs/Ms). Your “vessel” will have a legal “person” NAME such as MR JOHN DOE, and as the Master you will be the liable “owner”, while the State retains the “Equitable Title” (Beneficiary) as the Registrar.

You will probably “voluntarily” forfeit your Estate. You may start work and register as a “taxpayer”, or you may enroll as a “voter” on a voting register. If you decide not to register, you have “gone to sea”, and if you are missing for seven years you are declared legally dead. The same process is applied to ships and mariners lost at sea. To avoid court proceedings, the Cestui Que Vie Act 1666, simply declared that everyone is dead after an absence of seven years, unless they return to claim their Estate. After seven years, you “died” without a will “Intestate”, so someone is appointed to manage your Estate/Trust. The Public Trust applies to the Family Court to manage your Estate under the 'Protection of Personal and Property Rights Act 1988, Section 11. Form PPR 6 Application for order to administer property'.

Under the first Sovereign Trust established by your Mother, you are the “Holder in Due Course” of your Estate, and a future Creditor. As a private man/woman, you are the Beneficiary/Executor(rix) of your Common Law Estate Trust, and

all oath-bound officials are your Public Trustees. But under the new Foreign Situs Trust, the State gains the “Equitable Title” (Beneficiary) to your Estate, while the legal “person” has the “Legal Title” (Trustee). The Trustee is liable, and the legal “person” is a Debtor. Any man/woman who mistakenly takes responsibility for the legal “person” NAME and its debts steps into the role of the liable Trustee, as “surety” for the indebted State. The State has turned the tables on you.

The People, by registration (legalisation), are employed by the State as debtors for a private banking cartel, which is upheld by a private Bar Association Guild (Law Society). While “acting” in the legal fiction "role" of your corporatised NAME, you will receive endless presentments (bills), which that employee of the State, the legal “person” (Strawman) is obliged to settle.

But the theft of your Estate is based on **false presumptions** that cannot be proven in fact. The fundamental flaw is that in order for a Birth Certificate to be issued, a man or woman must first have been born on the land. Plainly, you are not really dead, so you are still the living “**Holder in Due Course**” of YOUR Estate Title. Under the Cestui Que Vie Act 1666, IV 'If the supposed dead Man proves to be alive, then the Title is revested.'

Remember that only **you have a “birthday”** on which you were born into the world from your Mother. Whereas the artificial legal “**person**” **has a “date of birth”** on which it was registered by the Registrar. These two events usually have different dates! (see your Registration Print-out)

<h2 style="text-align: center;">Birth Certificate</h2> <p style="text-align: center;">TITLE CREATED BY STATE</p>	<h2 style="text-align: center;">Live Birth Record</h2> <p style="text-align: center;">< TITLE CREATED BY "LIFE"</p>
Vessel Berthed , Delivered	Baby Born , Endowed
Informant autographs as indictment that you have no paternal holder of your Estate	Your Mother autographs as testimony that you are "Holder in Due Course" of your Estate
Registrar signs your Estate into Probate and you become a "Ward of the State"	Mother gives maiden name which indicates a bastard, later "still-born" on the Register
<p style="text-align: center;">Name is "Registered"</p> <p>Commercial Tradename is legally registered, combining your Given and Family names</p>	<p style="text-align: center;">Appellation is "Recorded"</p> <p>Given Appellation is lawfully recorded, as testimony of your Estate property</p>
<p style="text-align: center;">ESTATE TRUST (Tradename)</p>	<p style="text-align: center;">ESTATE TITLE (Appellation)</p>
Format is typically all-capitals as on a vessel, gravestone, with a fictional title (i.e. Mr. JOHN H. DOE) but can be any first <i>and</i> last name	Format is proper grammatical English (i.e. John Henry: of the family Doe , or the unique given estate title John-Henry)
<i>'Capitis diminutio maxima. The highest or most comprehensive loss of status. Changed from one of freedom to one of bondage.'</i> JOHN DOE [Black's Law, 2 nd Edition]	<i>'Capitis diminutio minima. The lowest or least comprehensive degree of loss of status. Rights of liberty and citizenship unaltered.'</i> john doe [Black's Law, 2 nd Edition]
<p style="text-align: center;">FOREIGN SITUS TRUST</p> <p>Formed by legalisation when an artificial NAME is registered in the Law of the Sea. This Trust splits your Estate (all property) into a "Legal Title" (Trustee) for the "person", and an "Equitable Title" (Beneficiary) for the State</p>	<p style="text-align: center;">SOVEREIGN TRUST</p> <p>Created by parent(s) of a living soul when a Given name is recorded in the Law of the Land. At 18 years you can claim the full Title over your Estate (all property) by becoming the Beneficiary/Executor(rix) "holding" your revested Estate</p>
This is a Temporary Trust because you can become "Holder in Due Course" of your Estate	This is a Permanent Trust because you have a lifelong right to claim the full Title to your Estate
<p style="text-align: center;">"Legal Owner"</p> <p style="text-align: center;">with liable Legal Interest</p>	<p style="text-align: center;">"Beneficial Owner"</p> <p style="text-align: center;">with ultimate Controlling Interest</p>
<p style="text-align: center;">"Person" NAME is a Debtor</p> <p>Liable for Debts, Surety for corporate debt</p>	<p style="text-align: center;">Man/Woman is a Creditor</p> <p>Can Create Wealth, has power of Remedy</p>
Debtor, "Trustee", Taxpayer, Resident, Voter, " limited " "residence" "income" "address"	Creditor, Executor, Grantor, National, Elector, " unlimited " "abode" "remuneration" "location"
This Certificate is certification of a Bond with the World Bank as Settlor of the Trust	This Record is used as Evidence for a Birth Certificate that certifies a Bond issue
The original Bond becomes a Security that is traded on the Market for your "value"	Includes your birth weight in ounces used to calculate value in tables related to gold
<p style="text-align: center;">Foreigner</p> <p>Vessel trading on the Sea of Commerce under Admiralty/Maritime Law of the Sea</p>	<p style="text-align: center;">Sovereign</p> <p>Man/woman born free on the land and living in the Common Law of the Land</p>
This registration converts your Estate into a tradeable property and puts you to work for the Foreign Situs Trust via the "NAME"	This record documented your Estate, which can then be stolen. But it is also an Affidavit of Life and a proof of claim
<p style="text-align: center;">TITLE Claimed by State</p> <p>False presumptions, claim and contract</p>	<p style="text-align: center;">Inherent Right to TITLE</p> <p>Potential Holder of your Sovereign Estate</p>

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YOUR LIVING IDENTITY

You are not a name, but you have been **given an appellation as a *Title for your Life***, to be called by.

Your **Given appellation** (“Given/Christian name”) is your unique Estate Title (i.e. John/John-Henry). You are given this *Title for your Life*, which is your “private Estate”. Your Estate is the “land”, or property, of your mind, body, and soul, and all the physical and intellectual property that derives from your living energy, including your inborn unalienable rights.

Your **Family name** (“surname”) is NOT part of your unique Estate Title. Nor is it a one-of-a-kind *proper noun* like your Estate Title. Instead, it is a shared and generic name for your “family”, “clan”, or “tribe”. It is a grammatically different *plural noun*, and therefore it should not be semantically “joined” to your unique Estate Title (i.e. John Doe). By doing so, your Estate is corrupted.

<p style="text-align: center;">“NAME” <i>noun, verb, plural noun</i></p> <p>Maxim of Law: <i>Nomen est quasi rei notamen.</i> A name is, as it were, the distinctive sign (or signifier) of a thing.</p>	<p style="text-align: center;">“Appellation” <i>noun, proper noun</i></p> <p>1. The definition of an appellation is the title or name of someone. (An example of an appellation is the name Tom.) [Webster's Dictionary]</p>
<p style="text-align: center;">“JOHN HENRY DOE” Legally “registered” Vessel</p>	<p style="text-align: center;">“John-Henry” Lawfully “recorded” Estate</p>
<p style="text-align: center;">Law of the Sea Admiralty Maritime Jurisdiction</p>	<p style="text-align: center;">Law of the Land Common Law Jurisdiction</p>

The ancient Greeks bore only one appellation (i.e. Aristotle). The Romans added a description including race, region, family (surname), and even the branch of the family. This was the custom into the Middle Ages of Europe, when the Title and description was written in proper grammar, i.e. John: of the family Doe, or John: the carpenter of Oxford. But when governments introduced taxation, a surname was required after the Given appellation, thereby creating a registered artificial “legal person” subject to legislation. In England, this began with a Poll Tax (or per head tax) which was levied irregularly from 1275 onward, especially to finance wars. Compelled to pay taxes, free men were coerced into contracting with the State and thereby “acting” as double name “legal persons” employed by the State, in the service of the bankers who exerted hidden influence over the Crown.

Your Given appellation and your Family name joined together is a publicly registered Artificial Legal “Person”.

After you are born, the State creates an artificial legal “person” by combining your Given appellation i.e. John/John-Henry,

typically with your patriarchal Family name, i.e. Doe, registering it into existence often on a date subsequent to your birthday. The written style of the artificial legal “person” NAME is commonly the ALL-CAPITAL-LETTERS double name, i.e. JOHN DOE, often prefixed with a fictional title such as “Mr/Mrs/Miss”, i.e. MR JOHN DOE, denoting the “Master” of the JOHN DOE vessel in legal commerce operating under the Admiralty Maritime international “Law of the Sea”. However, regardless of the written style, any double name created by combining a Given appellation with a Family name always forms an artificial legal “person”, i.e. JOHN DOE, and John Doe, are both artificial legal “persons”.

An “Artificial Person” is established by the double NAME, assisted by the date and place of its creation by registration.

The artificial legal “person” (persona = mask) is a “character” created by the State to “perform” various prescribed statutory “roles” in the “theatre of commerce”. In legal terms, an artificial legal “person” can also be a “strawman”, which is a third-party name only “front” in a transaction, for the purpose of covertly taking title to real property. A “strawman” is created by legal registration on the Birth Certificate without disclosure, joining the Given appellation and the Family name, “forming” an artificial legal “person” Estate Trust, to provide “surety” for the corporate debt of YOURNATION (INC.). Consequently, people unwittingly “act” in the “role” of the artificial legal “person” Trustee.

This is identity theft by semantic deceit, and anyone deliberately practicing this deception is guilty of “personage”, the crime of knowingly representing a living man or woman as a legal fiction

– a form of corporation, such as a legally registered “artificial person”, trust, public utility, society, or foundation. The crime of “personage” is routinely compounded by “barratry”, the crime of bringing false claims in court. The term “barratry”, appropriately, comes from the “Bar Association”.

A “Living Id-ntity” is established by a “Given name” (Title), and information that is proof of Life (i.e. thumbprint).

There are very few occasions when the State needs to establish your Living Identity. The State does this when a baby is born, without disclosure, in order to obtain legal Title over the baby's Estate. Evidence of the baby's Living Identity, such as a footprint, is placed on the “Record of Live Birth” with other details that confirm a live birth. This proves that the baby is the living holder in “expectancy” (Holder in Due Course) of his/her Estate Title, which can then be conveyed to the Crown, via the registration of an Estate Trust (Foreign Situs Trust) on the Birth Certificate, which is a Security Bond for the State's IMF obligations.

The artificial legal “person” re-presents you in legal fiction commerce in order to transfer your consent into the legal jurisdiction. If you “act” in the “role” of the artificial legal “person” you become an “accommodation party” invoking consent by “joinder”.

“Acting” in the “role” of a fictional legal “person” obliges the “actor” to follow legislated “scripts”.

<h2 style="text-align: center;">Sur-name</h2> <p><i>Sur.</i>, a prefix meaning 'in addition' 'Name. the designation of an individual person, or of a firm or corporation.' [Black's Law Dictionary, 2nd Edition]</p>	<h2 style="text-align: center;">Id-entity</h2> <p><i>Id.</i>, Latin, short for <i>idem</i> / <i>eadem</i>, 'the same' 'Entitas., Latin, from <i>ent-</i>, <i>ens</i> 'existing' 'IDENTITY, evidence. Sameness.' [Bouvier's Law Dictionary 1856]</p>
<h3 style="text-align: center;">NAME</h3> <p>Maxim of Law: <i>Nomen est quasi rei notamen.</i> A name is, as it were, the distinctive sign (or signifier) of a thing.</p> <p>Maxim of Law: <i>Nomina sunt notae rerum.</i> Names are the marks of things.</p> <p>Maxim of Law: <i>Nomina sunt symbola rerum.</i> Names are the symbols of things.</p>	<h3 style="text-align: center;">APPELLATION</h3> <p>1. The definition of an appellation is the title or name of someone. (An example of an appellation is the name Tom.) 2. Appellation is defined as the act of giving a name to someone or something. (An example of an appellation is the act of two parents choosing a name for their new baby.) [Webster's Dictionary]</p>
<p>Family, Clan, Tribe, Father, Patriarch, when joined after a "Given name", the Surname forms a Tradename, the Crown, a Legal Person/ality, a Corp/se/oration</p>	<p>Appellation "Given name", Christian name(s) i.e. John, or John-Henry "Given Name" + Birth Registration Number on Printout = Estate Title IDENTITY</p>
<p>'PERSON: An entity (such as a corporation), that is recognized in law as having the rights and duties of a human being.' [Black's Law Dictionary, 7th Edition.]</p>	<h3 style="text-align: center;">MAN / WOMAN</h3> <p><i>Id.</i> masculine and neuter / <i>Ead.</i> feminine Born Equal, Sentient, Living, Flesh & Blood, Soul, Endowed with Unalienable Rights</p>
<p>'HUMAN BEING. Monster. A human being by birth, but in some part resembling a lower animal. A monster hath no inheritable blood and cannot be heir to any land.' [Ballentine's Law Dictionary 1930]</p>	<p>'Any human being is a man, whether he be a member of society or not, whatever may be the rank he holds, or whatever may be his age, sex.' [Bouvier's Law Dictionary 1856]</p>
<p style="text-align: center;">PUBLIC SERVANT needs PERMITS</p>	<p style="text-align: center;">PRIVATE SOVEREIGN serves NOTICES</p>
<p style="text-align: center;">Dead Fiction registered on "Date of Birth"</p>	<p style="text-align: center;">Living Fact born on "Birthday"</p>
<h3 style="text-align: center;">ENS LEGIS</h3> <p>'A creature of the law; an artificial being, as contrasted with a natural person [*see below]. Applied to corporations, considered as deriving their existence entirely from the law.' [Black's Law Dictionary 2nd Edition]</p> <p>*Grammatically, 'natural person' is synonymous with 'artificial person', because 'person' overrules 'natural'. [Context - That which follows controls that which precedes. Bouvier's 1870] Therefore, 'natural' is null and void, and a 'natural person' does not exist, i.e. 'real cartoon'.</p>	<h3 style="text-align: center;">SUI JURIS</h3> <p>'Of his own right; possessing full social and civil rights; not under any legal disability, or the power of another, or guardianship. Having capacity to manage one's own affairs; not under legal disability to act for one's self.' [Black's Law Dictionary 2nd Edition]</p> <p style="text-align: center;">OWN MASTER, SOVEREIGN MAN / WOMAN</p>
<h3 style="text-align: center;">GRANTED PRIVILEGES / BENEFITS</h3>	<h3 style="text-align: center;">UNALIENABLE RIGHTS / PROPERTIES</h3>
<p style="text-align: center;">Only Recognised in <i>de facto</i> COURT OF COMMERCE (with Statutes) Greed, Ego, Argument, Dishonour, Dispute Taker</p>	<p style="text-align: center;">Only Recognised in <i>de jure</i> COURT OF JUSTICE (with a Jury) Fairness, Spiritual, Peaceful, Honourable, Remedy Giver</p>
<h3 style="text-align: center;">DEBT-MONEY PER SWEAT EQUITY</h3> <p style="text-align: center;">"Accommodation Party" Debtor</p>	<h3 style="text-align: center;">CREDIT INNATELY ENDOWED</h3> <p style="text-align: center;">"Secured Party" Creditor</p>
<p style="text-align: center;">Must use DEBT-MONEY Notes and serve as SURETY</p>	<p style="text-align: center;">Can issue PROMISSORY NOTES of Credit using "AUTOGRAPH"</p>
<h3 style="text-align: center;">INCREASES DEBT</h3> <p style="text-align: center;">in Deadly Economy</p>	<h3 style="text-align: center;">REDUCES DEBT</h3> <p style="text-align: center;">in Living Economy</p>

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Maxims of Law

Consensus facit legem. Consent makes the law. A contract is a law between the parties, which can acquire force only by consent.

Qui tacet consentire videtur. A party who is silent appears to consent.

Non videntur qui errant consentire. He who errs is not considered as consenting.

Disparata non debent jungi. Unequal things ought not to be joined.

Ei incumbit probatio qui dicit, non qui negat. The burden of the proof lies upon him who affirms, not he who denies.

Incerta pro nullis habentur. Things uncertain are considered as nothing.

Falsus in uno, falsus in omnibus. False in one thing, false in everything.

Quaelibet jurisdictio cancellos suos habet. Every jurisdiction has its boundaries.

Living In The Private

Educate Yourself, Ask Questions, Verify Everything

WITH THE AUTOGRAPH

Only you can reserve your natural rights.

Your Living Jurisdiction is declared in your written and spoken words. If you fail to declare your private Living Jurisdiction in the Common Law - the National Law of the Land, the public “legal person actors” will invariably make the “presumption” that you are “acting” as an “accommodation party” in “joinder” to a dead artificial legal “person” NAME, in the Admiralty Maritime Jurisdiction – the International Law of the Sea.

Any registered NAME created by joining a Given appellation (“Given name”) and a Family name, often prefixed with a fictional title such as “Mr/Mrs/Miss” etc., always forms an artificial legal “person”, i.e. **MR JOHN DOE**, and **John Doe**, are both dead artificial legal “persons”

The NAME can be described as a “person”, “legal person”, “legal personality”, “artificial person”, “legal fiction”, “ens legis”, “company”, “trade-name”, “vessel in commerce”, “transmitting utility”, “creature of the law”, “Ward of the State”, “employee of the State”, “public servant”, “Estate trust”, “Foreign Situs Trust”, “Cestui Que Vie Estate Trust”, “deceased Estate”, “decedent”,

“corporation”, “corpse”, “franchise”, “bankrupt”, “surety”, “accommodation party”, “debtor”, or “debt ledger”. **All legally generated fictions are debtors by default, because they are created without any inherent productive capacity.**

On any document, to avoid the presumption of “joinder” to one of those dead fictional things, it is at least necessary to use proper grammar, and ideally reserve all your rights. For example: **By: John: of the family Doe. All Rights Reserved.**

On commercial paper, to avoid the presumption of “joinder” to one of those dead fictional things, bearing liability, it is necessary to **separate yourself from the fictional entity by making an unambiguous declaration of your living standing as, for example, the “authorised agent”**. This invokes the Common Law of Agency, in which the general rule is that the agent is not liable for the fictional entity/principal, if he/she makes it clear that he/she is the agent. For example: **By: John: of the family Doe. Authorised Agent for MR JOHN DOE.**

Importantly, a living man or woman is not evidenced by a “signature”. Section 3-401 of the Uniform Commercial Code (UCC), states that a signature can be made (i) manually or by means of a device or machine, and (ii) by the use of any name, including any trade or assumed name, or by any word, mark, or symbol executed or adopted by a “person”. Thus, it is any mark of a corporation.

A “**signature**” is a “sign” that merely suggests the existence of something else not actually there – it is not evidence of substance and living capacity. Someone who makes a “signature” is an

“accommodation party” in “joinder” to an artificial legal “person” NAME, with **Dead Status**, serving as surety for the corporate national debt in the **Admiralty Maritime Jurisdiction – the International Law of the Sea.**

Whereas an “**autograph**” is a graphic from your living hand as a sentient, flesh and blood man or woman – it provides evidence of substance and living capacity, which is why a thumbprint is the ultimate “autograph” for a living man or woman. Someone who makes an “autograph” declares that they are a sovereign man or woman, with **Living Standing**, in the **Common Law Jurisdiction – the National Law of the Land.**

Signature	Autograph
SIGNATURE Fiction <i>John Henry Doe</i>	AUTOGRAPH Fact <i>By: John-Henry: Doe</i> <i>All Rights Reserved</i>
sign <i>n.</i> 1. Something that suggests the presence or existence of a fact, condition, or quality. 2. a. An act or gesture used to convey an idea, a desire, information, or a command: gave the go-ahead sign. b. Sign language. [The American Heritage® Dictionary of the English Language, Fourth Edition copyright ©2000 by Houghton Mifflin Company. Updated in 2009.]	Auto- A prefix meaning "oneself," as in <i>autoimmune</i> . It also means "by itself, automatic," as in <i>autonomic</i> , governing by itself. [The American Heritage® Science Dictionary Copyright © 2005 by Houghton Mifflin Company.] auto- (o.təu) <i>prefix</i> 1. for or by oneself or itself. 2. Same as auto . [Kernerman English Multilingual Dictionary © 2006-13]
sign <i>n.</i> 1. something that indicates or acts as a token of a fact, condition, etc., that is not immediately or outwardly observable [Collins English Dictionary – Complete and Unabridged© HarperCollins Publishers 1991 - 2003]	auto- or aut- <i>pref.</i> 1. Self; same: autogamy. [Greek, from autos, <i>self</i> .] [The American Heritage® Dictionary of the English Language, Fourth Edition copyright ©2000 by Houghton Mifflin Company. Updated in 2009.]
DEAD LEGAL PERSONALITY “Artificial person”, corporation	LIVING LAWFUL MAN/WOMAN “Natural person”, human
DEAD STATUS	LIVING STANDING
“LAW OF THE SEA” Admiralty Maritime Jurisdiction Statutes, Acts, Rules, Codes etc	“LAW OF THE LAND” Common Law Jurisdiction Do No Harm
PUBLIC SERVANT	PRIVATE SOVEREIGN
“PUBLIC CAPACITY” Limited	“PRIVATE CAPACITY” Unlimited
LEGAL PRIVILEGES/BENEFITS Granted and Revocable	LAWFUL RIGHTS/PROPERTIES Inherent and Inviolable
LEGISLATED RIGHTS Prescribed by the State	UNALIENABLE RIGHTS Endowed by Nature/God
DEBTOR “Accommodation Party Debtor”	CREDITOR “Secured Party Creditor”
TRUST TRUSTEE	TRUST BENEFICIARY

Since you are born a sovereign in your own right without a master, you decide how best to make your autograph in any given situation.

How to Make an Autograph:

John: Doe

Proper English lawful "Given name" Title, separated from the shared Family name. Punctuated as a fact but may be interpreted as a "legal person" created by the State.

By: John: Doe

Declares that you are called forth "by way of" John, of the family Doe. The use of "by" properly establishes that you exist separately from any appellation or name, so you are not in "joinder", and only "through the name" is found the living agent.

By: John: Doe

All Rights Reserved

Declares that you are called "by way of" John, of the family Doe, and that you have reserved all your Unalienable Rights from when you were born.

By: John: Doe

All Rights Reserved Without Prejudice

Declares that you have reserved all your Unalienable Rights from when you were born, and that nothing you have written herein can be used against you in the future.

By: John: Doe

Authorised Agent for JOHN DOE

Declares that you are the private "Authorised Agent" "for" the publicly registered JOHN DOE artificial person tradename created by the State.

By: John: Doe

Principal Creditor/Grantor

Declares that you are the private "originator" of all value, commercial or otherwise, that has or can ever descend to the public JOHN DOE artificial person.

By: John-Henry: Doe-Rae

By: Sovereign: John-Henry: of the family Doe-Rae, sui juris, unlimited Grantor, Authorized Agent & Representative for JOHN DOE[®]™ ens legis and all derivatives thereof All Rights Reserved Without Prejudice

Declares that you are a sovereign called "by" John: of the families Doe and Rae, own master "sui juris" without legal limits, "Grantor" for your Estate, private "Authorised Agent/Representative" for the Trademark Registered "ens legis" company, however depicted, with "All Rights Reserved Without Prejudice".

By: John-Henry



All Rights Reserved – Without Prejudice – Non Assumpsit

A thumbprint autograph can be a thumbprint alone in red ink, or it can be over-scribed with any handwritten autograph in a different colour such as blue, for clarity. It is used to evidentially declare your Living Standing, such as on living identification, affidavits, and on legal/lawful Notices. It is often followed by a further declaration confirming your living rights, and protecting yourself from liability. It absolutely rebuts any presumption

that you are acting in joinder to a dead artificial legal person. Obviously, NO corporate legal fiction actor can make a thumbprint autograph.

Autograph ink is **red** (life), **blue** (sea), or **purple** (royal). **Black** ink indicates debt and death. For handwritten autographs, the declaration of Living Standing is more important than the colour of the ink, however a thumbprint autograph is always in red ink denoting your lifeblood.

The declaration of Living Standing beneath an autograph can be handwritten, typed, or rubber stamped, and can refer to the Universal Commercial Code (UCC).

Including a reference to the UCC is important if you are autographing paperwork that may later go into a commercial court, because you are citing to the Judge the relevant UCC remedy/recourse for a man or woman in the court's Admiralty Maritime Jurisdiction – the International Law of the Sea, whereas you wish to retain your standing as a living man or woman in the Common Law Jurisdiction – the National Law of the Land. (They will not admit the jurisdictional difference between an artificial “legal person” and a living “man” or “woman”, because that would disclose that they are deceptively administering the international bankruptcy of your YURNATION.INC., for which the artificial “legal person” is “surety”.)

Write/print/stamp under your autograph: **WITHOUT PREJUDICE pursuant to UCC 1-308**

When you use “Without Prejudice UCC 1-308” in connection with your autograph, you are saying: *“I reserve my right not to be compelled to perform under any contract, commercial agreement*

or bankruptcy, that I did not enter knowingly, voluntarily and intentionally. And furthermore, I do not and will not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement or bankruptcy.”

Universal Commercial Code, Article 1, Sub-Section 1-308:

1-308. Performance or Acceptance Under Reservation of Rights.

(a) A party that with explicit reservation of rights performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby prejudice the rights reserved. Such words as "without prejudice," "under protest," or the like are sufficient.

UCC 1-308 (old 1-207) also states:

The making of a valid Reservation of Rights preserves whatever rights the person then possesses, and prevents the loss of such rights by application of concepts of waiver or estoppel. (UCC 1-308 (old 1-207).7)

When a waivable right or claim is involved, the failure to make a reservation thereof, causes a loss of the right, and bars its assertion at a later date . (UCC 1-308 (old 1-207).9)

The Sufficiency of the Reservation - Any expression indicating an intention to reserve rights, is sufficient, such as "WITHOUT PREJUDICE." (UCC 1-308 (old 1-207).4)

It is always best to reserve your rights in advance.

“Actually, it is better to use a rubber stamp, because this demonstrates that you had previously reserved your rights. The simple fact that it takes several days or a week to order and get a stamp shows that you had reserved your rights before 'autographing' the document.” - [The UCC Connection](#)

See **[Jurisdiction Is The Key](#)**

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UNALIENABLE RIGHTS

Unalienable Rights are in-born.

In Natural Law, you were created equal to any other man or woman, and you were endowed with certain inherent Unalienable Rights that you possess as your lifelong private property.

Your Unalienable Rights were not given to you by any man-made authority, nor can they be taken away by any man-made authority. The State, as a creation of the People, can only acknowledge, uphold, and protect your Unalienable Rights. However, your sovereign nation has been usurped by YOURNATION (INC.), which is bankrupt and using a debt-money system. The real property, wealth, assets and productivity of the People have been pledged as Surety for the corporate national debt. This was done, and is perpetuated, by offering contracts to the private sovereign People.

By contract, your *private* **Rights and Properties** can be exchanged for *public* **Privileges and Benefits** offered by YOURNATION (INC.). By contracting into a foreign jurisdiction (Admiralty Maritime, the Law of the Sea), the sovereign People

remove themselves from the protections afforded by their sovereign nation in the Common Law jurisdiction, the Law of the Land.

For example, in the United States corporation, the “Bill of Rights” and the “Constitution for the united States of America”, do not apply to a “US Citizen” of the corporation. The corporate takeover of your sovereign nation, and the subsequent denial of your Unalienable Rights by non-disclosure, is treason.

YOUR UNALIENABLE RIGHTS

Unalienable Rights are the Inherent, Sovereign, Natural Rights that existed before the creation of the State, and which, being antecedent to and above the State, can never be taken away, diminished, altered, or liened upon by the State, subject only to the Due Process of the Common Law. Nor can any Unalienable Right be fundamentally removed, whether mistakenly by contract through non-disclosure, which is fraud and unenforceable in Law, or knowingly by renunciation, which is contrary to Natural Law.

The Original, Permanent, Unalienable Rights of every Man or Woman, include:

The Right to Life, Freedom, Health, and the Pursuit of Happiness

The Right to Contract, or Not to Contract, which is Unlimited

The Right to Earn a Living by being Compensated with Wages, a Salary, or any trade Goods, in a Fair Exchange for one's Work

The Right to Travel in the Ordinary Course of one's Life and Business

The Right to Privacy and Confidentiality, free from Unwarranted Invasion

The Right to Control, and Hold one's Property, lawfully without Trespass

The Right to Self-Defence when threatened with Harm, Loss, or Deceit

The Right to Due Process of Law, with Notice and Opportunity to Defend

The Right to be Presumed Innocent, suffering No Detention or Arrest, No Search or Seizure, without Reasonable Cause

The Right to Remain Silent when accused, to avoid Self-Incrimination

The Right to Equality in the eyes of the Law, and to Equal Representation

The Right to Trial by Jury, being an Impartial Panel of one's Peers

The Right to Appeal in Law against Conviction or Sentence, or both

The Right to Expose Knowledge necessary to one's Rights and Freedoms

The Right to Peaceful Association, Assembly, Expression, and Protest

The Right to Practice a Religion, and to have Beliefs, of one's choosing

The Right to Love, and to Consensual Marriage with Children, as a Family

The Right to Security from Abuse, Persecution, Tyranny, and War

The Right to Refuse to Kill under command, by reason of Conscience

The Right to Live in Peace and be left alone when Law-Abiding

Surely, the most critical failure of The People is their failure to ensure the teaching and common knowledge of their Unalienable Rights. If you do not know your Rights, you effectively have none. By the path of Ignorance, whether by Apathy or Deception, The People arrive in a state of Exploitation, Oppression, and Tyranny.

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COMMUNITY POWERS

Sovereign people, naturally, have the power to rule their homes, communities, and nations.

A freely-elected representative government has no power that is superior to the People, because sovereignty resides in the People, not in the representatives of the People.

It is often reported that officials are “elected into power”, whereas they are actually “elected into office”. An elected official can only have delegated powers, because they are always subservient to their electors. Public Servants, by definition, are subservient to Private Sovereigns.

Unfortunately, most people do not exercise their sovereignty.

Sovereign living people are in the Common Law jurisdiction – the national Law-of-the-Land (lawful), while legally generated corporate “artificial persons” created by the State are in the Admiralty/Maritime/Commercial jurisdiction – the international Law-of-the-Sea (legal).

Employees of a corporation cannot exercise authority over their

Chief Executive Officer (CEO), nor can “artificial persons” created by the State exercise authority over an incorporated governmental agency. Therefore, people who “act” in the “roles” of “artificial persons” have NO sovereign authority.

Corporate processes of hearing and redress are subservient, for example “submissions”, “appeals”, and “petitions”. Whereas Common Law processes of hearing and redress are sovereign, for example “notices”, “orders”, and “declarations”.

Governments at all levels, including city and town councils, have been legally incorporated into the global debt-money system of bondage and largely usurped by a myriad of corporate interests.

But whenever governance in any form becomes harmful to the People, it is the right of the People to hold such governance to account, to seek redress for wrongdoing, or ultimately to institute new governance that will safe-guard the People.

All political power is inherent in the People, and all political organisation begins at home. Therefore, the political powers of the People are first exercised governmentally when electing and overseeing their local Public Servants on a town or city council.

When a community of Private People wishes to exercise their sovereign authority over their Public Servants in the Common Law, they can post a Notice of a People's Assembly, during which they can ratify any majority decision of the community.

By this process, a community of Private People can serve a notice on their Public Servants, or write a community Bill of Rights, and

so on, if they deem it necessary to protect their community of life.

The documents created by a People's Assembly must be autographed by a freely-elected Committee, witnessed, and acknowledged for the record by a Justice.

In Common Law nations, community Justices are sworn to serve the Private People, upholding the Common Law-of-the-Land, which protects life and peace.

A Justice of the Common Law is known appropriately as a “Justice of the Peace”. Their service is free, and mobile, to ensure accessibility. They can hold a Common Law “court-of-record” wherever they set up their desk with their documentation, Bible, stamps, and pen.

Common Law procedures are common sense. Conduct must be fair and transparent, providing full disclosure of any information relevant to decision-making.

Notices of People's Assemblies for your community, and notices sent to Public Servants, must provide a reasonable time-frame for a response, such as at least seven (7) days. Statements of fact according to belief must be witnessed by at least one other man or woman in the presence of a Justice of the Peace, or a similarly sworn man or woman.

Public Servants have no authority that is not granted to them by the Private People, and once a People's Assembly has spoken on a community matter, ***there is no higher authority who can overturn it.***

A Community Bill of Rights example:

[Download \(doc\)](#)

[Download \(docx\)](#)

[Download \(odt\)](#)

[Download \(pdf\)](#)

<https://celdf.org/community-rights/>

<http://www.resilience.org/stories/2018-03-13/in-pittsburgh-a-community-bill-of-rights-helped-ban-fracking/>

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YOUR CONSENT

You are born equal in standing to any other man or woman, and therefore while you respect the equal rights of other men and women, **no power can be granted over you without your consent.** To believe otherwise is to be a slave.

Maxim of Law:

Quod ad jus naturale attinet, omnes homines aequales sunt.

All men are equal as far as natural law is concerned.

[men = men/women = people]

“Every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent.”

Cruden v. Neale, 2 N.C. 338 (1796) 2 S.E. 70.

Your consent is your agreement for something to happen that involves your Rights. Consent is voluntary, or a matter of free choice, and must be given “willingly”. Your consent is your agreement, permission, approval, or acquiescence (including your *silent acquiescence*). Possessing the “Right of Consent”, means that you have the “Right of Contract”.

***Your Right to Contract, or Not to Contract,
is INVOLABLE and UNLIMITED.***

A sovereign man or woman, by definition, permanently reserves their Right of Consent, and all their Unalienable Rights, during their lifetime. Your Right of Consent is inborn (private) and antecedent to the creation of the State (public).

Representative governments are elected by, and restrained by, people who exercise their Right of Consent. Your right to give consent, or to refuse consent, is not suspended between elections.

Indeed, it is only by not consenting to onerous governance, that it is possible to prevent the descent of governance into a state of exploitation, oppression, and tyranny.

All governments, however politically organised, govern subject to the consent of the people, one and all, every day, and every moment.

The people of a nation are naturally above any government that they create, because that which is created can never be above its creator. The informed and freely given consent of each man and woman is what gives rise to, and maintains, “the law” of the nation, which is the “Law of the Land”. As the maxim of law says: Consent makes the law.

Consent, to be true, must be fully informed and willing, and otherwise is falsely obtained and revocable. Any man or woman who has given their consent under conditions of non-disclosure, deceit, or coercion, can withdraw their consent retroactively, or

“now for then” *nunc pro tunc*, undoing the entire matter, correcting any errors or omissions caused.

Maxim of Law:

***Non videntur qui errant consentire.* He who errs is not considered as consenting.**

Maxim of Law:

***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.**

De facto incorporated governments, also, cannot possibly have jurisdiction over de jure living people, unless by fully disclosed and willful consent. Each and every statute enacted by government legislation requires consent from each and every man and woman, including you!

But consent is given in many ways, often unknowingly. The definition of the word “consent” includes to “yield” and to “give way to”. The moment you agree to anything you are asked to do, you are giving consent.

If an “artificial person” NAME gets a parking ticket in legal fiction commerce it is an invitation for a living man/woman to “pay”, and if you “pay” it you are consenting to the ticket contract.

Even the Police need your consent. Before an officer can arrest you they must read you your rights and then ask “do you understand” (stand under their authority), and if you say “yes” – you are consenting.

***The origin of all LEGAL jurisdiction over YOU
is YOUR given consent.***

All statutes, codes, rules, regulations, and so-called by-“laws”, are commercial contracts written by your government that require your fully informed consent. ***Any State document requiring a signature is a contract by consent.*** If you do not consent to a statutory contract, it is not enforceable on you.

Any attempt to make you consent against your will is “coercion”. Any threat to make you “sign” a contract to obtain your property is “duress” for the purpose of “extortion”, whether or not that property, such as money, is obtained. Any “legal person actor” who attempts to compel you into “joinder” to the legal “artificial person” NAME without the “full disclosure” of any information that may influence your decision whether or not to consent, commits the crime of “personage” (a “Crime involving deceit” under Section 240 of the New Zealand Crimes Act).

***When “acting” in the “role” of an “artificial person”
you are contracting to give a “performance”.***

An “artificial person” is a fictional creation of the State, and therefore it is controlled by the State. The legal “artificial person” NAME is the government's property, employee, servant, franchise, debtor, surety for liabilities, bound to comply with the

government's statutes (acts, bills, rules and legislative instruments), which are the “terms and conditions” of that “status”.

Fictional “creatures of the State” have “**status**”, whereas living men and women with flesh and blood arms and legs have “**standing**”. The “artificial person” has no “standing”. The entire concept of fictional entities is an abstraction of the mind. It is an illusion that depends utterly upon your consent. Legal fictions are dead-at-law, and therefore it is unnatural for a living man or woman to “join” to a fiction – it is a deadly corruption of life.

Maxim of Law:

Disparata non debent jungi.

Unequal things ought not to be joined.

“Inasmuch as every [incorporated] 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. can concern itself with anything other than corporate, artificial persons and the contracts between them.” *Penhallow v. Doane's Administrators*

[Note. All governments with a Central Bank under the Bank for International Settlements have been “incorporated” into the debt-money system, thereby surrendering their power to issue sovereign debt-free money. Incorporated governments are “artificial persons” operating in the International Law of the Sea, while their original de jure offices in the National Law of the

Land still exist, but are largely unoccupied.]

The word *person* is a derivative of *persona*, which is a theatrical “mask” worn by actors in Greek drama. The State creates “persons” for its “theatre of commerce”, prescribing them statutory “roles” such as “resident”, “driver”, and “US citizen”, which are played by “actors” who give a “performance”, sometimes wearing a “costume” (uniform) while enacting “language” (legalese) to deliver “presentations” (bills), and occasionally they may “appear” in a legal fiction theatre (court).

Any living man or woman who consents (knowingly or unknowingly) to “act” in the “role” of an “artificial person” is an “accommodation party” in “joinder” to an “artificial person”. This “joinder” creates an inferior “indivisible duo” (individual), surrendering the living jurisdiction (de jure lawful), and replacing it with the statutory jurisdiction (de facto legal).

***“Joinder” to an “artificial person” removes
the lawful standing of a Man or Woman.***

Joinder: When a man or woman “acts” in the “role” of an “artificial person” they are an “accommodation party” invoking “joinder” to that “artificial person”. They are “acting” in a fictional *persona*. Their jurisdiction changes to that of an “artificial person” and they are therefore bound by the Statutes that control “artificial persons”. When a legal actor asks for your name, address, and date of birth, this is to establish the NAME and address of an “artificial person” - the “person”, and the date it was created by “registration”, or “birthed” (berthed) as a “vessel” in the sea of commerce. Men and women are “born”, and

have a living “born identity”, which is of no use to a legal actor. Once “joinder” (consent) has been established, the legal actor has jurisdiction and can enforce contracts, imposing penalties and fines. A legal actor can obtain jurisdiction over you by asking “Do you understand?” (stand under my authority). Withholding your family name ALWAYS avoids “joinder”, and is your Right in Law.

***YOUR given consent by SILENT acquiescence
makes a CONTRACT in commercial law.***

The statutes, which are not “laws” but contract instruments prescribing the limitations of the State's legal fiction corporate franchises, have been corrupted to extract the “commercial energy” (credit) of the living people via fictional legal person NAMES, in a global system of debt-money bondage.

Maxim of Law:

Consensus facit legem. Consent makes the law.

**A contract is a law between the parties, which can acquire
force only by consent.**

A contract is a voluntary agreement between two or more parties with the intention of creating a legal/lawful obligation. An “express contract” is one which has the terms and conditions specifically stated, orally or in writing. An “implied contract” is one which has the terms and conditions inferred, in whole or in part, ***from conduct or circumstances rather than from written or spoken words.*** The only difference between an “implied contract” and an “express contract” is the way that mutual assent is given. Be very careful, because your consent can be obtained by your ***action or in-action***, including your silence (acquiescence). Your

consent can be **PRESUMED** by your silence, unless you say: “**I don't consent.**”

SILENCE. *the State of a person who does not speak, or of one who refrains from speaking.*

2. Pure and simple silence cannot be considered as a consent to a contract, except in cases when the silent person is bound in good faith to explain himself, in which case, silence gives consent.

[Bouvier's Law Dictionary, 1856 Edition]

Contract Law is based on the precepts of the People's Common Law, which simply oblige men and women not to cause harm or loss to other men or women, or to deceive other men and women, denying them their Unalienable Rights. Common Law is Common Sense.

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A "PERSON" HAS NO BODY

In the imaginary world of legal fiction commerce – and all commerce is legal fiction, a **“person” is always an artificial “legal person” of one kind or another legally generated.**

Maxim of Law:

Quid fas non veritas est. Legality is not Reality.

“A legal person is any subject matter to which the law attributes a merely legal or fictitious personality. This extension ... is one of the most noteworthy feats of the legal imagination .. (!) Legal persons, being the arbitrary creations of the law, may be of as many kinds as the law pleases. Those ... recognised by our own system, however, all fall within a single class, namely, corporations or bodies corporate.”

Source: Jurisprudence 7th Edition, Sweet & Maxwell Ltd (1924), Section 113, p.336.

A legally generated “artificial person” has no substance, no body, no brain, no consciousness, no heart, no energy, no spirit, no soul. It is a mere legal “persona” in the fictional “theatre of commerce”, which is prescribed imaginary “roles” played by “actors” giving a “performance”.

The legal definitions for types of “person” do not include certain terms such as “living man or woman”, and instead use uncertain terms such as “individual” (see definition of “individual” below), and “human being, naturally born” (see definition of “human being” below). Even the term “natural person” is ambiguous, because a noun can be real or imaginary, and since the word “person” is a noun, a “natural person” is not necessarily real.

Critically, definitions of a “person” do not include a “sovereign”, and therefore no type of “person” can be one of the sovereign people of any freely constituted nation.

artificial person. A nonhuman entity that is created by law and is legally different owning its own rights and duties.

Black's Law Dictionary, 2nd Edition.

<http://thelawdictionary.org/artificial-person/>

natural person. A human being, naturally born, versus a legally generated juridical person.

Black's Law Dictionary, 2nd Edition.

<http://thelawdictionary.org/natural-person/>

juridical person. Entity, as a firm, that is not a single natural person, as a human being, authorized by law with duties and rights, recognised as a legal authority having a distinct identity, a legal personality. Also known as artificial person, juridical entity, juristic person, or legal person. Also refer to body corporate.

Black's Law Dictionary, 2nd Edition.

<http://thelawdictionary.org/juridical-person/>

natural person. A human being, as distinguished from an artificial person created by law.

Blacks Law Dictionary, 7th Edition.

<https://www.youtube.com/watch?v=vD8ISiJfgW4>

“**Person**” means ... an individual, a firm, a partnership, an association, a fiduciary, an executor or administrator, a governmental entity, a limited liability company, or a corporation.

Indiana Code, Title 9, Motor Vehicles, Article 13, General Provisions and Definitions, Chapter 2, Definitions IC 9-13-2-124, Person, Section 124 Subsection a.

Person, noun. per'sn. Latin *persona*; said to be compounded of *per*, through or by, and *sonus*, sound; a Latin word signifying primarily a mask used by actors on the stage.

Webster's Dictionary, 1828.

Person 1. A human being (a "natural" person). 2. A corporation (an "artificial" person). Corporations are treated as persons in many legal situations. Also, the word "person" includes corporations in most definitions in this dictionary. 3. Any other "being" entitled to sue as a legal entity (a government, an association, a group of trustees, etc.). 4. The plural of person is persons, not people (see that word).

Oran's Dictionary of the Law, 3rd Edition, 2000.

Individual. As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive

signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons.

Black's Law Dictionary, 2nd Edition.

<https://thelawdictionary.org/individual/>

Black's Law Dictionary 773, 6th Edition. 1990. *U.S. v. Middleton*. No 99-10518, 231 F.3d 1207 (9th Cir. 2000).

Human Being. Monster. A human being by birth, but in some part resembling a lower animal. A monster hath no inheritable blood and cannot be heir to any land.

Ballentine's Law Dictionary, 1930.

The term “**person**” does not include the sovereign.

Wilson v. Omaha Indian Tribe, 442 U.S. 653 (1979).

On the Birth Certificate, the legal **person NAME is a deceased Estate Trust**, which is why the definition for the term “person” in the United States. Inc Social Security Act 1935, includes “trust or estate”. Social Security Act 1935 DEFINITIONS SECTION 1101.

“(a) When used in this Act- (3) The term person means an individual, a trust or estate, a partnership, or a corporation.”

<https://www.ssa.gov/history/35act.html>

Legislation seldom differentiates between the “legal person” and the “natural person”. However, both terms are included in the New Zealand Bill of Rights Act 1990, section 29, Application to Legal Persons. *“Except where the provisions of this Bill of Rights otherwise provide, the provisions of this Bill of Rights apply, so far as practicable, for the benefit of all legal persons as well as for the benefit of all natural persons.”*

<http://www.legislation.govt.nz/act/public/1990/0109/latest/DLM22>

[4792.html](#)

All legally generated fictional “persons” are debtors by default, because they are created without any inherent productive capacity. Their inferior status is indicated by the use of written styles other than proper English grammar, and/or by “joining” the “family name/surname/last name” to a man/woman's appellation “Given name” Estate Title, thereby corrupting the living Estate Title, because the “family name/surname/last name” has no autonomous life.

Blacks Law Dictionary – Revised 4th Edition 1968, provides the following definitions of written styles:

'Capitis Diminutio (meaning the diminishing of status through the use of capitalization) In Roman law. A diminishing or abridgment of personality; a loss or curtailment of a man's status or aggregate of legal attributes and qualifications.'

'Capitis Diminutio Minima (meaning a minimum loss of status through the use of capitalization, e.g. John Doe) - The lowest or least comprehensive degree of loss of status. This occurred where a man's family relations alone were changed. It happened upon the arrogation [pride] of a person who had been his own master, (sui juris,) [of his own right, not under any legal disability] or upon the emancipation of one who had been under the patria potestas. [Parental authority] It left the rights of liberty and citizenship unaltered. See Inst. 1, 16, pr.; 1, 2, 3; Dig. 4, 5, 11; Mackeld. Rom.Law, 144.'

'Capitis Diminutio Media (meaning a medium loss of status

through the use of capitalization, e.g. John DOE) - A lesser or medium loss of status. This occurred where a man loses his rights of citizenship, but without losing his liberty. It carried away also the family rights.'

'**Capitis Diminutio Maxima** (meaning a maximum loss of status through the use of capitalization, e.g. JOHN DOE or DOE JOHN) - The highest or most comprehensive loss of status. This occurred when a man's condition was changed from one of freedom to one of bondage, when he became a slave. It swept away with it all rights of citizenship and all family rights.'

A slave in bondage, divested of common living rights, has a status in practice equivalent to **dead property**, being a mere "thing". Dead ALL-CAPITAL-LETTER names are found on graveyard tombstones, on vessels in commerce, on corporate signage, and on legal fiction documents such as Driver Licenses, and so on.

Further, the use of ALL-CAPITAL-LETTERS is not proper English written-language, and is also defined as "glosses" in American Sign Language.

The Chicago Manual of Style, 16th Edition, Foreign Languages, Section 11.147:

'Glosses in ASL. [American Sign Language] The written-language transcription of a sign is called a gloss. Glosses are words from the spoken language written in small capital letters: WOMAN, SCHOOL, CAT. (Alternatively, regular capital letters may be used.) When two or more words are used to gloss a single sign, the glosses are separated by hyphens. The translation is enclosed in

double quotation marks.

The sign for “a car drove by” is written as VEHICLE-DRIVE-BY.

One obvious limitation of the use of glosses from the spoken/written language to represent signs is that there is no one-to-one correspondence between the words or signs in any two languages.'

GLOSSA VIPERINA EST QUIE CORRODIT VISCERA TEXTUS. 11 Coke, 34. *It is a poisonous gloss which corrupts the essence of the text.* [Coke = The Reports of Sir Edward Coke. J.H. Thomas & J.F. Fraser eds. 13 parts in 6 vols. London: Butterworth, 1826.]

Regardless of writing styles, combining a “Given name” with a “Family name” always forms an artificial legal “person”, e.g. JOHN DOE, and John Doe, are both artificial legal “persons”.

A man/woman's appellation “Given name” is their living Estate Title, e.g. **John**. Your Estate is the “land”, or property, of your mind, body, and soul, and all the physical and intellectual property that derives from your living energy, including your inborn unalienable rights.

Whereas the shared “family name/surname/last name” is not autonomous – it is a dead *plural noun*. Therefore, the “Given name” must be grammatically separated to avoid semantic corruption. Legalisation joins the living “Given name” to the dead *plural noun*, forming a dead artificial legal “person” NAME, taking away a man/woman's unique living Estate Title.

The minimum grammatical separation between the living “Given name” and the dead plural “family name/surname/last name”, is a colon, e.g. **John: Doe**. It is more definitive to state the correct relationship, e.g. **John: of the family Doe**. However, adding the “family name/surname/last name” is always optional. The Estate Title is one or more “Given names”, e.g. **John-Henry**, which is sufficient on any document.

In proper grammar, living "Given names" are *proper nouns* beginning with a capital letter, and if a “Family name” is added it is separated by a colon indicating the facts and introducing their relationship. But fictional “persons” are not styled in this grammatically correct manner.

Note the types of “persons” evidenced by the following styles:

John Henry Doe = Foreign Situs Trust

JOHN HENRY DOE = Cestui Que Vie ESTATE Trust

JOHN H. DOE = Public Transmitting Utility

A man or woman in “joinder” to a “person” becomes the “walking dead”, legally speaking. By definition, they are incompetent and incapable of possessing living rights and responsibilities. Consequently, their Estate Title properties are forfeit, and they are granted limited and revocable benefits and privileges. Their “ignorance is negligence”, and for as long as they walk in the underworld of the legally dead, they are subject

to the “High Priests of Ba'al”, or the “Black Robed Devil”, who makes a “judgement” upon the one who has given up their life, and in so doing the Priest delivers a curse, in ancient times death, in modern times debt, and the victim is sacrificed.

Every “person” is a debtor by default, and every man or woman who suffers “joinder” to a “person” becomes “surety” in the debt-money system of bondage, sacrificing their living energy via that fictional “transmitting utility”, feeding the parasitic banking cabal which espouses the Roman motto: ***“He who would be deceived, let him be deceived.”***



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THE PARTS OF A CONTRACT

1. Parties competent to contract

The parties to a contract should be competent, being of the age of consent, of sound mind, not disqualified from contracting by any law to which s/he is subject. A flaw in capacity may be due to minority, lunacy, idiocy, drunkenness, or dissimilarity of kind. The parties should be of the same kind, being either *legal fiction actors*, or *living men/women*, allowing more than two parties but never a mixture of these kinds and their respective jurisdictions.

2. Free and genuine consent

The consent of the parties to the agreement must be free and genuine. The consent of the parties should not be obtained by misrepresentation, fraud, undue influence, coercion or mistake. If the consent is obtained by any of these means, then the contract is not valid or legally/lawfully enforceable.

3. Full disclosure

When negotiating a contract, *full disclosure* is the step of providing all material information, or telling the “whole truth”, about any matter which may influence the decision-making of the other party or parties before they decide to enter into a contract. If either party fails to make full disclosure, the contract is null and void.

4. Valuable consideration

The consideration is something of value possessed by the parties that is brought to the contract table. This something of value is bargained for and given in exchange for a promise or a performance. The parties must each *receive a benefit* and each *suffer a detriment*. To be enforceable, a contract must have valuable consideration. A contract is unenforceable if it has insufficient or unequal consideration without agreement.

5. Certainty of terms

The Terms and Conditions of the contract must be fully disclosed and agreed upon, and must be certain and fixed. Any subsequent variation of terms must be agreed.

6. Meeting of the minds

A *meeting of the minds* “*consensus ad idem*”, occurs between the parties when they recognise each other, understand their mutual obligations, and agree. A meeting of the minds occurs between *living men/women in lawful matters* (Common Law jurisdiction), and between *legal fiction actors in legal matters* (Admiralty Maritime jurisdiction). A contract must be either Lawful or Legal. If one party to a contract makes a “signature” as an “accommodation party” to a legal fiction person, while the other party makes an “autograph” for a living man/woman, the parties are of unequal kinds, and the contract is null and void.

7. Autographs or Signatures

Lawful written contracts between *living men/women* must carry the wet ink *autographs* of the parties, comprising living

identification such as a thumbprint, but more often living standing is recognised by an *unambiguous declaration* with the handwritten wet ink *autograph*, including the prefix “By:”, and/or the words “All Rights Reserved”, “Without Prejudice” usually written below. *Legal* written contracts between *legal fiction actors* must carry the wet ink *signatures* of the parties, each thereby becoming an *accommodation party*, having waived the natural rights of a living man/woman to obtain the artificial rights of a legal fiction person in the matter of the contract.

8. Privity of contract

A contract exists only between the parties. No third-party can obtain rights contained within a contract, or buy or sell a contract, without the express permission of the original parties.

If any of the above parts of a contract is missing, the contract is null and void.

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NULL AND VOID CONTRACTS

EVERY document bearing your wet ink signature/autograph is a contract instrument.

If you are “**acting**” in joinder to a dead legal person, it is a “**legal**” Admiralty Maritime contract, with a “**signature**”, made in your “**public capacity**”.

If you are “**doing**” as a living man or woman, it is a “**lawful**” Common Law contract, with your “**autograph**”, made in your “**private capacity**”.

Any contract signed by one party and autographed by the other is void, because a legal fiction cannot mix with a lawful fact. The parties to a contract must be of the same kind.

Maxim of Law:

Disparata non debent jungi.

Unequal things ought not to be joined.

NO written contract is enforceable if it is made without any element of a lawful contract:

1. Parties competent, of the age of consent, contract between legal or lawful entities.
2. Free and genuine consent, not obtained by fraud, deceit, coercion, or mistake.
3. Full disclosure, providing all material information that may influence a decision.
4. Sufficient consideration, something of value exchanged between the parties.
5. Certainty of terms and conditions, fixed and unable to be changed without agreement.
6. Meeting of the minds, when the parties recognise and understand their obligations.
7. Signatures or autographs, in wet ink, as recorded evidence of reciprocal consent.

Maxim of Law:

Non videntur qui errant consentire.

He who errs is not considered as consenting.

Contract Case Law:

“Failure to reveal the material facts of a license or any agreement is immediate grounds for estoppel.” *Lo Bue v. Porazzo*, 48 Cal.App.2d 82, 119, p.2d 346, 348.

“Waivers of fundamental Rights must be knowing, intentional, and voluntary acts, done with sufficient awareness of the relevant circumstances and likely consequences.” *U.S. v. Brady*, 397 U.S. 742 at 748 (1970); *U.S.v. O’Dell*, 160 F.2d 304 (6th Cir. 1947)”.

Unconscionable “contract” - “One which no sensible man not

under delusion, or duress, or in distress would make, and such as no honest and fair man would accept.” *Franklin Fire Ins. Co. v. Noll*, 115 Ind. App. 289, 58 N.E.2d 947, 949, 950.

"Party cannot be bound by contract that he has not made or authorized." *Alexander v. Bosworth* (1915), 26 C.A. 589, 599, 147 P.607.

The fraudulently “presumed” quasi-contractus that binds the Declarant with the CITY/STATE agency, is void for fraud ab initio, since the de facto CITY/STATE cannot produce the material fact (consideration inducement) or the jurisdictional clause (who is subject to said statute). (SEE: *Master / Servant [Employee] Relationship -- C.J.S.*) -- “*Personal, Private, Liberty*”-

Since the “consideration” is the “life blood” of any agreement or quasi-agreement, (contractus) “...the absence of such from the record is a major manifestation of want of jurisdiction, since without evidence of consideration there can be no presumption of even a quasi-contractus. Such is the importance of a “consideration.” *Reading R.R. Co. v. Johnson*, 7 W & S (Pa.) 317

Case Law excerpts from - 'NO law requires you to record / pledge your private automobile'

Maxim of Law:

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.

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REBUT THE PRESUMPTION

The presumption of “joinder” to the “artificial person” NAME causes living men and women to unwittingly become the “surety” for the corporate debt of YOURNATION (INC.) in a global system of debt-money bondage.

*All legal person actors operate on assumptions and presumptions, whether they are serving an incorporated government, a known corporation, or an “administrative court”. When presenting claims (presentments) in commerce, face-to-face or by post, they make the “presumption” that you are “acting” in “joinder” to the “artificial person” NAME. Jurisdiction is attached to the NAME, so when you **rebut the presumption** they have no jurisdiction and cannot proceed. Any further action is fraudulent.*

***Presumption n.** a rule of law which permits a court to assume a fact is true until such time as there is a preponderance (greater weight) of evidence which disproves or outweighs (rebut) the presumption. Each presumption is based upon a particular set of apparent facts paired with established laws, logic, reasoning or individual rights. A presumption is rebuttable in that it can be refuted by factual evidence. One can present facts to persuade the judge that the presumption is not true.*

To **rebut the presumption** it is only necessary to verify the facts.

When a legal person actor presents an alleged claim by post, you should respond within three (3) working days, following a legal/lawful written process of “conditional acceptance” upon verification of the alleged claim. See **Conditional Acceptance**.

When a legal person actor presents an alleged claim face-to-face, it is important to remain calm, polite, and reasonable, because *legal person actors*, especially those who are your *public servants*, are routinely trained to expect submission and compliance.

Here are some examples of rebuttal verbiage following a process of identification, verification, and declaration. Such a complete process is seldom necessary. These steps may be used in part as appropriate:

1/ Identify with whom you deal

“Who are you?” Get their full name, job title, public ID details, and their full address for registered/signature required mail. If a court is involved, get their insurance bond number with which you can potentially make a claim for damages. You have the right to make a video, a voice recording, or take notes.

2/ Confirm whom they seek

“Who is the claim against?” Unless they are seeking a living man or woman for an alleged crime against a potential or actual injured party, there is no valid claim. Remember that as a man or woman in your living private capacity, you are not a dead legal fiction NAME, nor should you answer to such a thing.

3/ Verify the injured party

“Who is the injured party?” There can be no valid claim against you as a living man or woman unless another living man or woman has been injured (harmed) by you and is willing to come forward to verify their claim against you, under penalty of perjury, accepting their full commercial liability. Who are they? Where are they? What is their injury?

4/ Decline their contract offer

“I don't consent to your contract offer.” Every claim presented by a *legal person actor* to a living man or woman is an offer of contract into legal fiction commerce through “joinder” to the legal fiction NAME.

5/ Declare your living standing

“For and on the record, I am a living man/woman, and that is my only capacity in this matter. I reserve all my rights waiving none, including my right to remain silent, without prejudice.” This declares your living standing, avoids the presumption of consent by silent acquiescence, and prevents anything from you, written or verbal, from being used against you in court.

6/ Invoke their Oath of Office

“I accept your Oath of Office and bind you to it. I remind you of your fiduciary duty, and I extend to you my sovereign immunity while you carry out my orders.” (Now politely issue whatever orders provide a remedy.) This is for your Public Servant Trustees, including any Officer of the Law, whether on the highway or in the courtroom, when they are breaching their

fiduciary duty by causing you harm. This is especially powerful when directed at a Judge.

7/ Serve a Notice

“For and on the record, I, a living man/woman, hereby serve Notice that if you do not now provide me with 'articulable probable cause' that I am a party to a crime against a potential or actual living victim, you agree that in fact you do not have standing in this matter, and that you are liable in your private capacity, under penalty of perjury, accepting your full commercial liability, for any false claims made against me, and any resulting damages, whatsoever.” You may wish to have such a Notice handy in a notebook, to read, or you may wish to physically serve a printed Notice, perhaps on a card.

Here are some additional strategies and notes:

Stop their jurisdiction

“Can you show me the evidence of your jurisdiction over me, a private man/woman?” Also, you can say or write: “As the Director and Beneficiary of my legal person/corporation/trust, I give you 21 days to respond in writing providing proof of claim as to your legal or lawful jurisdiction over me, failing which you will become liable for any damages I may suffer.” A simple jurisdictional challenge swiftly removes the presumption of jurisdiction, which must now be legally/lawfully evidenced. If there is no contract, or no verified claim by an injured party, there is NO jurisdiction, end of story. See **Jurisdiction is the Key**.

Where is the contract?

“Where is the contract in this matter?” If there is no contract

signed by the parties, binding them to the terms of the contract, there is *no commerce to transact*, and no jurisdiction. Some legal actor is making a contract offer. This is a matter of *form* (legal fictions) in the Admiralty Maritime jurisdiction, the international Law of the Sea.

Who is the injured party?

“Who is the injured party with a claim against me, a man/woman?” If there is no injured party willing to come forward to verify their claim against you, under penalty of perjury, accepting their full commercial liability, there is *no crime to investigate*, and no jurisdiction. This is a matter of *substance* (lawful facts) in the Common Law jurisdiction, the national Law of the Land.

Discover the truth

“According to your Oath of Office, are you telling me the complete truth?” This is for Public Servants when they are making a false claim. Any non-disclosure/omission of the relevant facts will be intentional deceit and will make them liable for damages. Your evidence can include a video, a voice recording, and/or a first-hand witness.

Brief Traffic Stop

“Is this a criminal investigation?”

If the answer is “No” you have established that the officer is not serving as a “Peace Officer” investigating, with “articulable probable cause”, an alleged crime against a potential or actual living injured party. You can now say:

“I wish to leave. Am I free to go?”

If the answer is “No” you have established that the officer is

attempting a “detention/seizure/arrest”, without “articulable probable cause”. If the “detention/seizure/arrest” continues, you can calmly repeat: “I wish to leave. Am I free to go?”

A One-Liner

“I do not accept this offer to contract, and I do not consent to these proceedings.”

Two sentences

“I don't consent to your contract offer and these proceedings. I waive the benefit/privilege, and I reserve all my rights without prejudice.”

Appoint a Trustee

“I, a man/woman, Holder in Right of the offices of Beneficiary and Executor, for the YOUR NAME TRUST, hereby appoint (their name) in his/her public capacity to the office of Trustee for said trust to make full settlement and closure of the account.” For your Public Servant Trustees, when you wish to settle and close an account. This rebuts the presumption that you are in “joinder” to the YOUR NAME TRUST (i.e. MR JOHN DOE TRUST) as Trustee (liable). As a man/woman, you are lawfully re-appointing one of your Public Servant Trustees, and instructing them to perform a specific fiduciary duty.

Conditional Acceptance

Accept any claim against you only on condition that verification is made in writing, and “signed” by the claimant, “under penalty of perjury”, accepting their “full commercial liability”. The claimant always bears the burden of proof. Never make a claim as that places the burden of proof on you.

Burden the claimant

“Does a man/woman need a license for that?” “Will you put that in writing and sign it?” Always place the burden where it belongs, on the claimant, never on yourself.

Argument

Never argue as that establishes a disputed contract negotiation in “joinder”. By entering into a dispute you are consenting to negotiate a settlement in their jurisdiction where you are accepting liability and can only mitigate the amount. Ultimately, your dispute can then be taken to an “administrative court”, which is a “dispute resolution service” for consenting parties in legal fiction commerce.

Under Duress

If forced to “sign” a contract (any document), or to do anything against your free will, declare “Under Duress”. “You have threatened me so to protect myself I will autograph 'Under Duress'.” This is a last resort. Nothing signed or autographed under duress is valid in court.

Stay on Point

Remember that you will “stand under” their jurisdiction invoking “joinder” if you agree to anything at all, such as let them into your house. And if you provide a “first name” and a “last name” like a corporation, that will be heard as “joinder”. Shut up. Stay on point.

A Claim of Right

Any living man/woman can make a written “Claim of Right” as evidence of their living standing. Such a claim can include evidence of life such as a thumbprint, witnessed in a living jurisdiction by a Justice of the Peace. This “rebutts the presumption” that you are in “joinder” to a dead legal “person” NAME, and according to the Cestui Que Vie Act 1666, section IV, 'If the supposed dead Man proves to be alive, then the Title is revested.' In short, all your Rights and Properties are restored.

Obviously, a “Claim of Right” should be made known. It can be published anywhere, or served to any official, such as an Attorney-General with instructions to correct your status/standing in all governmental matters. But do not expect others to immediately acknowledge your living standing - the important thing is that YOU KNOW WHO/WHAT YOU ARE. Here is an example of a “Notice of Claim of Right”:

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Disclaimer

None of the above is legal or lawful advice. As a sovereign, you are **responsible for your life and deeds.**

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Living In The Private

Educate Yourself, Ask Questions, Verify Everything

THE POWER OF WORDS

Words contain “spelling”.

To cast a spell is to cast words. Indeed, words are magical because they manipulate symbols to change consciousness and behaviour. Words possess and deliver “power”.

We “cast” words, actors, wishes, and fishing-lines, to bring something forward. Words can elicit powerful emotional responses, inciting violence, or inducing obedience. Artfully cast words can produce experiences of what is familiar or unknown, what is real or fictional, what is the truth or deception.

Written words are codes formed by combining symbols from a table (alphabet). The symbols (letters) represent basic phonemes (sounds). Together, they “summon” images, ideas, and feelings. Spoken words invoke “spelling” in real time. Whether words are written or spoken, their user is “summoning” whatever the words represent.

In a primal sense, words are various incantations, prayers, offerings, commands, and solicitations.

At school we practice “spelling” to decipher words. However, we are not taught that words are everyday propaganda tools for social engineering, and that the hidden meanings of specialised words are traps for the exploited populace.

Words require interpretation, and countless words have more than one meaning, having been co-opted for specific purposes. Thus, there is the complex language of “legalese”, developed for the theatre of commerce, and which requires careful deciphering.

By the use of “legalese” words, the People of many nations have been deceived, bankrupted, and enslaved. This is because ordinary language has been interspersed with trick “legalese” words that change the user's jurisdiction.

The primary trick word is “**person**” (the definition of “person” was revised to include “corporation” in 1862). All statues apply to legally generated “persons” created by the State. Artificial “persons”, having no innate “productive capacity”, are debtors by default.

Other jurisdictional trick words include: “understand” (“do you understand?” means “stand under my authority”), “resident”, “voter”, “driver”, and “public” (all things “public” are of the State, including its artificial “persons”).

Less obvious words have been advanced for their psychological effect. The systemic and repeated use of servile words conditions a population to accept and practice servile behaviour. We the People are taught to “submit”, “petition”, and to “appeal” to our Public Servants.

We are not taught the critical difference between a “person” and a “man” or “woman”. Nor are we taught that the “Law of the Sea” refers only to legal fictions in Admiralty Maritime Jurisdiction – serving commerce, while the “Law of the Land” refers to lawful facts in the Common Law Jurisdiction – serving men and women.

Some of the most powerful words for living people are “man”, “woman”, “consent”, “private”, “property”, “administer”, “notice”, “require”, “verify”, “claim”, “trespass”, “injury”, “remedy”, “restoration”, “damages”, and “charge”.

For example, a woman's children were seized by the court. She subsequently went to an “administrative court”, reclaiming her children, by stating:

“I, a woman, believe that my property is being administered without my consent, and I require the immediate restoration of said property or I will be charging a dollar per second until the remedy is given.”

Note: She never used the word “children”, and would have lost if she did. She used her given first name only in court documents, and if asked for her full name would add “family of” as in “Jane: family of Smith”. Your “property” includes everything that comes from your energy. The powerful words she used were “woman”, “property”, “administered”, “consent”, “require”, “restoration”, “charging”, and “remedy”.

Learning key words and phrases is essential if you wish to establish your living “standing” as a “man” or “woman” possessing and exercising your **Unalienable Rights**.

Words for Servants	Words for Sovereigns
"Person"	"Man/Woman"
"Berthed" into commerce	"Born" into world
"Registered"	"Recorded"
"Artificial" "Fictional" "Dead" "Creature of the State"	"Natural" "Organic" "Living" "Flesh and Blood"
"Public" "In the Public" "Member of the Public"	"Private" "In the Private" "We The People"
"Debtor" "Taxpayer"	"Creditor" "Grantor"
"Limited"	"Unlimited"
"Request" "Submission" "Application" "Appeal" "Petition" "Plead" "Beg"	"Require" "Claim" "Demand" "Order" "Declare" "Charge" "Witness"
"Permit" (Public Servants need "Permits")	"Notice" (Private Sovereigns issue "Notices")
"Privilege" "Benefit"	"Right" "Property"
"Defendant"	"Claimant"
"Violation" "Infringement" "Infraction" "Offence" "Penalty" "Ticket" "Fine" "Misdemeanor"	"Trespass" "Damage" "Injury" "Harm" "Suffering" "Breach" "Barratry" "Wrongdoing"
"Punishment" "Forfeiture" "Confiscation" "Sentence" "Fine" "Impound" "Seize" "Foreclose"	"Remedy" "Restitution" "Redress" "Restoration" "Cure" "Relief" "Reparation" "Damages" "Dues"
"Debt-Money" (Persons are Surety for "Interest-Bearing-Debt")	"Sovereign Money" (People are the working "credit of the nation")
"Settle the account" (In a debt-based system it is not possible to "pay", only to "settle" with "promises to pay")	"Pay the bill" (In a sovereign money system it is possible to "pay" a "true bill" and to "set-off" against an account)
"Legal" "Dishonour" "Injustice"	"Lawful" "Honour" "Justice"
"Certificate" "Register" "Licence" "Fee Simple"	"Title" "Record" "Entitlement" "Allodial"
"Owner" "Legal Interest" (User with Liability)	"Controller" "Controlling Interest" (Holder with Control)
"Trustee" (always pays)	"Beneficiary" (served by Trustee)
Trust "Fiduciary" (Public Servants have a	Trust "Executor/Executrix" (Private Sovereigns can

(Public servants have a "Fiduciary duty" to serve "We the People")	(Private Sovereigns can "administer" their "estate" NAME as "Holder in due course")
"Accommodation Party"	"Secured Party"
"Corporation" "Fiction" "US Citizen"	"Nation" "Fact" "state citizen"
"Incorporated" government, "Terms & Conditions", "Contract"	"Unincorporated" government, "Oath of Office", "Bond"
"The Constitution of the United States of America" ("of" indicates corporation)	"The Constitution for the united States of America" ("for" indicates nation)
"Name" of anything	"Appellation" for man/woman
"Actor" in "role" of a "person"	"Agent" for a "person"
"Signature"	"Autograph"
"Citizen" "Resident" "Voter"	"National" "Sovereign" "Elector"
"Commerce" (is business between corporations)	"Trade" (is business between living people)
"Income"	"Earnings"
"Driver"	"Traveller"
"Address" "Residence"	"Location" "Abode"
"Admiralty Maritime Jurisdiction" "Law-of-the-Sea"	"Common Law Jurisdiction" "Law-of-the-Land"
"Administrative Court" (Dispute resolution service for consenting parties)	"Court of Record" (Common Law court convened with a jury of one's peers)
"de facto" (in practice)	"de jure" (in law)
"ens legis" (an artificial being)	"sui juris" (of his/her own right)
"Foreigner"	"Native" "National"

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YOUR CREDIT

Every man and woman is born with inherent “credit” derived from **human energy**, backed by Nature. Human energy creates goods and services and is the essence of all **commercial value**.

The international bankers control and extract the “commercial energy” of the people through the artificial legal “person” NAME, which is a “debtor”, created by “registration”, providing “surety” for the corporate “National Debt” of YOURNATION (INC.).

The modern debt-money system began subsequent to the 1930s “financial reorganisation” (bankruptcy of nations). **The real property, wealth, assets and productive labour of the people, which is the intrinsic living “Credit of the Nation”, was “pledged” by “bankrupt” governments as “surety” for the corporate “National Debt”.** This was achieved by creating an artificial legal “person” NAME as a bond servant on the Birth Certificate, which is certification of a Security Bond.

Subsequently, private central banks were installed in every bankrupt nation, under the Bank for International Settlements, to oversee the debt settlements of the people via the artificial legal “person” NAME on the Birth Certificate.

The commercial value of the People has been collateralized via the fictional “Person” as Surety for the National Debt.

This scheme has been perpetrated by fraud. Firstly, a sovereign nation can issue its own sovereign money without debt instead of borrowing from private bankers at interest. And secondly, there has never been full disclosure made to the people whose “commercial energy” has been monetised via the artificial legal “person” as “surety” for the “National Debt”. How was this done?

In 1913, the US Federal Reserve was established by private bankers. They planned to indebt the nation and the world by encouraging financial speculation and international capital flows (“Roaring Twenties”), until the global economy crashed (“Black Tuesday” 1929), after which they would foreclose (“New Deal” 1933). This was their foreclosure plan:

“[Very] soon, every American will be required to register their biological property in a National system designed to keep track of the people and that will operate under the ancient system of pledging. By such methodology, we can compel people to submit to our agenda, which will affect our security as a chargeback for our fiat paper currency. Every American will be forced to register or suffer not being able to work and earn a living. They will be our chattel, and we will hold the security interest over them forever, by operation of the law merchant under the scheme of secured transactions. Americans, by unknowingly or unwittingly delivering the bills of lading [Birth Certificate] to us will be rendered bankrupt and insolvent, forever to remain economic slaves through taxation, secured by their pledges. They will be stripped of their rights and given a commercial value designed to make us a profit and they

will be none the wiser, for not one man in a million could ever figure our plans and, if by accident one or two would figure it out, we have in our arsenal plausible deniability. After all, this is the only logical way to fund government, by floating liens and debt to the registrants in the form of benefits and privileges. This will inevitably reap to us huge profits beyond our wildest expectations and leave every American a contributor to this fraud which we will call "Social Insurance." Without realizing it, every American will insure us for any loss we may incur and in this manner; every American will unknowingly be our servant, however begrudgingly. The people will become helpless and without any hope for their redemption and, we will employ the high office of the President of our dummy corporation to foment this plot against America."

[attributed to Colonel Edward Mandell House in a letter to Woodrow Wilson (President 1913-1921)]

In due course, Congress confirmed the bankruptcy through the Joint Resolution to Suspend the Gold Standard and Abrogate the Gold Clause, June 5, 1933, House Joint Resolution (HJR) 192, June 5, 1933, 73rd Congress, 1st Session, Public Law 73-10.

Since the "New Deal" Social Security Act (1933), and the Securities and Exchange Act (1934), systems of Social Security, Social Welfare, Birth Certificate registration, and Central Bank monitors, have been introduced throughout all Chapter 11 bankrupt nations under the Bank for International Settlements.

The "New Deal", known as "Social Security" in the united States of America, and "Social Welfare" in Commonwealth nations, issued public "benefits", "privileges", and "debt", to the people, in exchange for their private "rights", "properties", and their lifelong "credit" (productive capacity).

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YOU FUNDED YOUR LOAN

All debts fall ultimately to the people and to future generations. When banks are “too big to fail” they are bailed out by governments imposing further debt on the people. When governments have a debt crisis, they devise more ways to tax the people. This is because the people are the “credit of the nation”.

When a bank extends credit, for a credit card or a mortgage, it's *your* credit, not theirs. Banks do not loan their customers' deposits, or their bank reserves. Instead, they record your credit as a bank liability on the private side of the ledger (which is hidden), and as a bank asset on the public side of the ledger (which is visible). Just like the Mafia, the banks have two sets of books.

A common misconception, taught in some economic textbooks, is that commercial banks function as “intermediaries”, lending their customers' deposits whenever the bank makes a “loan”. This deception has been exposed by money reformers advocating sovereign money issuance, supported by ample evidence, and ultimately confirmed by the administrators of the Bank of England in their first quarterly bulletin of 2014:

“Whenever a bank makes a loan, it simultaneously creates a matching deposit in the borrower’s bank account, thereby creating new money.” – Bank of England, Quarterly Bulletin, 2014, Q1
<http://www.bankofengland.co.uk/publications/Documents/quarterlybulletin/2014/qb14q1prereleasemoneycreation.pdf>

Because of this instant money creation process, it has been said that banks create money “out of thin air”. But bank credit has value in the real economy, so where does that value come from?

There is only one thing the loan manager in a commercial bank wants from a customer – their **signature**.

The customer's signature on a “promissory note” is what creates the “credit” by providing “commercial energy”. The bank issues the “loan” in “exchange” for the customer's valuable “promissory note”. The “promissory note” represents the “commercial energy” of a living man or woman, which is an “asset” to the bank, and to the market.

A “promissory note” is an “asset” created by a “man/woman”, and this “asset” can be sold and traded.

*“What they do when they make loans is to except promissory notes in **exchange** for credits.”*

(emphasis added) – Modern Money Mechanics, Federal Reserve
Bank of Chicago

Your “promissory note” is really a “security purchased by the bank”, which then has an “accounts payable liability” that it pretends is a “loan”. You are the “creditor”. The bank is the

“debtor”.

As a “creditor”, you have “issued a security”.

Why does your “promissory note” have value in the real economy?

All money ultimately represents “human energy” as labour and ideas, backed by Nature. In essence, money is “energy” that “circulates” as “currency”, being “charged” and “discharged”. Embodied in your lifeblood, your “energy” has “volume”, “liquidity”, “velocity”, and it “flows” between “banks”, making “deposits” and “withdrawals”. Your “credit” originates from your inherent “productive capacity” which is only limited by your living energy, your knowledge, and by Nature. Therefore, you can “promise” your “credit” based on your “productive capacity”, and other people can have “faith” in your “promissory note”, which can be sold on the market. You are the “originator” of your “credit”, and the living “principal creditor”.

Any medium of exchange, that allows the flow of productive energy between people, can function as money. There is no need for money to have an intrinsic value because it is simply an “energy token”.

Money is a community invention that enables trade beyond direct barter. Debt-free “sovereign money” can be issued by a sovereign nation as its prerogative, by a local community, or by open-source cryptographers for all people. The “utility” of money is maintained when it is created with a limited supply.

Historically, the supply of money has been limited by using a “bimetallic standard” in which the monetary unit is defined as equivalent to a certain amount of gold or silver. Unfortunately, whoever controls such commodity money wields extraordinary economic and political power.

The corruption of the medium of exchange by commodification, and by private issuance as interest-bearing debt, has hi-jacked the credit (commercial energy) of the people. The international bankers have captured the state's sovereign power of money issuance, and upon bankruptcy they have installed a debt-money system using legal “person” NAME Trusts as “surety”. The **Birth Certificate** is a “bond” issued in the NAME of an Estate Trust. When a living man or woman unwittingly acts in “joinder” to a Trust resembling their lawful name, they take on the liabilities of the Trust as a Trustee, or an “accommodation party”. In the debt-money system, the international bankers have literally become parasitic controllers of the peoples' credit, having engineered the alleged “loan” “contract”.

All people are born with energy as a source of “productive capacity” and are creditors by default. Whereas, all legal “person” fictions are created without any inherent “productive capacity” and are debtors by default.

Every man or woman who acts in “joinder” to a legal “**person**” NAME transmits their valuable “energy” into “commerce” as a legal incompetent, funding their own debt bondage.

Banks can “lend” at interest as long as people, and governments on behalf of the people, are willing to “borrow”.

When you go into a bank for a “loan”, you are taking your credit in the form of your “promise to pay” evidenced by your signature.

On the alleged “loan” contract, your **signature** transfers your “intellectual property” to the bank, so that the note can be securitised and hypothecated on the market. Your property includes your “power of attorney” which is also surrendered, allowing the bank to access, and trade on, the Birth Certificate Security Bond issued when you were born. The Birth Certificate Bond is issued in the NAME of an Estate Trust.

A living man or woman is a Grantor/Beneficiary/Heir/Agent/Executor to the NAME Estate Trust. But when they surrender their “power of attorney” they lose their living standing, becoming liable as a Trustee/Debtor for the NAME Estate Trust, which is “surety” for the corporate “National Debt”. The bank can now access the Birth Certificate Security Bond. No one “signs” for the bank because it is a Trust agreement, not a contract. You walk in the door as a Creditor, and walk out as a Debtor.

Banks do not use Generally Accepted Accounting Principles (GAAP), the standard framework of guidelines for financial accounting. Instead, banks use a double entry system that accounts for both *creditor assets*, and *debtor liabilities*.

When we look at both sides of the ledger, we can see that men and women are creditors, not debtors. That’s right, we loan the bank our credit, and they multiply it in a number of ways. Banks

really do “extend credit”, but it's *your* credit that is extended for *their* benefit. You are shown only the side of the ledger that records you as a debtor, while the side of the ledger that records you as a creditor is hidden. The banker elites who designed the system did not want you to know that.

On the bank's asset side of the ledger, publicly visible, showing accounts receivable, you are the debtor and the bank is the creditor, while on the banks liability side of the ledger, privately hidden, showing accounts payable, you are the creditor and the bank is the debtor.

Now you know why all debts fall ultimately to the people - you are a “creditor”, but only when living in your “private capacity” as a man or woman.

Your Bank Account	
BANK ASSET (VISIBLE SIDE)	BANK LIABILITY (HIDDEN SIDE)
PUBLIC ON BALANCE SHEET	PRIVATE OFF BALANCE SHEET
ACCOUNTS RECEIVABLE	ACCOUNTS PAYABLE
PROMISSORY NOTE IS LIABILITY	PROMISSORY NOTE IS ASSET
“PERSON” IS DEBTOR	MAN/WOMAN IS CREDITOR
BANK IS CREDITOR	BANK IS DEBTOR
DEAD ARTIFICIAL PERSON	LIVING MAN/WOMAN
LEGAL “LAW OF THE SEA”	LAWFUL “LAW OF THE LAND”
CHARGES	PREPAID SET-OFF

*“Banks are being thought of as intermediaries but this is not really what's happening. ...Banks don't lend money. ...they're in the business of purchasing securities, that's it. Here's the loan contract, the offer letter, and you sign, at law its very clear, **you have issued a security**, namely a Promissory Note, and the bank is going to purchase that. ...The bank purchases my Promissory Note, but how do I get my money? The bank will say well you'll 'find' it in your account with us, that will be technically correct; if they say we'll 'transfer' it to your account, that's wrong, because **no money is transferred**, at all ...Now it also owes you money, and its record of what it owes you is what you think you are getting as money. And that's all it is. That is how the banks create the money supply. ...they simply restate – slightly incorrectly in accounting terms,*

*what is an **accounts payable liability** arising from the 'loan' contract having purchased your Promissory Note.” – International Banking and Finance Professor, Richard Werner (author of the term “Quantitative Easing”) [emphasis added]*

Prof. Richard Werner video, quote from second part:

<https://renegadeinc.com/the-finance-curse-2/>

"Bancorruptcy" video:

https://www.youtube.com/watch?v=QHKdxAVW-_U

See **Noticing Presentments**

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THE BURDEN OF PROOF

'The burden is always on the party asserting a fact or law to prove what he asserts. It's never your job to disprove what he asserts! ONUS PROBANDI, evidence. It is a general rule, that the party who alleges the affirmative of any proposition shall prove it.

Who Must Do What and Why! You must understand who has the burden of proof ... and why it matters! If you're being sued, the other side has the burden of proof. If the other side files a motion, they have the burden of proof. But, sometimes the burden shifts back-and-forth. Knowing who has the burden is critical. Knowing how to shift the burden is power to win!

Don't be victimized by lawyers tricking you into thinking the burden is yours, making you struggle to “disprove” a fact or the application of law ... when the burden is not on you!

In more than 27 years as a case-winning lawyer, I've won many cases simply by forcing the court to require my opponent to “put up or shut up”.

Think how this can be applied to foreclosure or credit card cases!

A credit lender asserts his alleged debtor owes, and far too often the alleged debtor spins his wheels trying to prove he doesn't owe ... instead of forcing the creditor to prove what he claims or be dismissed!

ACCEPT, DO NOT ARGUE, JUST VERIFY. THIS IS THE REAL POWER. BRING SOMETHING TO BACKUP WHAT YOU ARE SAYING. The Burden of proof is on the claimant. If you rebut every point with evidence you are arguing and will lose. Stay in honour, accept with verification. Turn it back on them. It's not about you, it's about them.'

https://www.facebook.com/permalink.php?id=373758052741216&story_fbid=467556990027988

Maxim of Law:

Ei incumbit probatio qui dicit, non qui negat.

The burden of the proof lies upon him who affirms, not he who denies.

He who makes the claim provides the evidence.

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CONDITIONAL ACCEPTANCE

Living “in the private” can be challenging, because regardless of your efforts to assert your living “standing”, the artificial legal “person” NAME will continue to receive demands for “payment”, or “presentments”, until the perpetrators tire of the game. As a result, you may find that you are living in a near constant state of stress and dispute, wasting much of your time and energy.

We often fall into dispute because we are conditioned to be defensive. This gives credibility to a false claim and places you in dishonour. The “administrative courts” are adversarial, depending on argument to function, and being in dishonour is guilt. Whereas acceptance of the truth, and seeking the truth, is honourable. A judge who is honourable looks for evidence of the truth, so can you. When you “require” “verification”, you shift the burden of proof to the “claimant” where it belongs: *“I am happy to accept any lawful obligation when you verify what you say is true. Go ahead, show me your evidence.”*

All presentments to the artificial legal “person” NAME are offers of contract.

Presentments from incorporated governments/corporations are

addressed to the artificial legal “person” NAME, so they NEED a living man or woman to step into that “role” to take responsibility for the liabilities attached to the NAME. Presentments from incorporated governments/corporations NEED a man or woman to CONSENT to “act” in “joinder” to an artificial legal “person” NAME, forming a CONTRACT.

When you REQUIRE the CLAIMANT to VERIFY their claim, a false claim will be exposed if there is no contract signed by both parties; if no man or woman can step forward as the claimant; if there is no invoice/bill signed by that man/woman; and if there is no evidence of a loss in the accounting. *“Who is the claimant?” “Who is the injured party?” “We will happily settle the account when the claimant steps forward to sign the bill.”* Pirates on the sea of commerce hide within corporate vessels to avoid liability, so always **“require”** the claimant to come forward.

Alleged claims can be responded to with notices of “conditional acceptance”, which simply accept the claim upon verification, failing which the claimant incurs liability. This is a lawful process.

Your Standing	Your Response	Claimant Response
Honour	Acceptance (pay up) without verification of alleged debt	None
Honour	Conditional Acceptance upon verification of alleged debt	Claimant must verify an alleged debt with evidentiary documents or incur liability
Dishonour	Dispute alleged debt, gives your consent to enter contract negotiation	Claimant can take dispute to legal court, which is a "dispute resolution service"
Dishonour	None	Claimant can interpret silence as acquiescence, take claim to legal court

Summary of your response:

To rebut any false claim (debt, ticket, summons, etc.), staying in honour and accessing your Common Law "court of record" for the people:

1/ Immediately give notice that you will pay any debt/remedy any harm to a wo/man upon verification of that debt/harm within x days.

2/ If there is no verified claim from a wo/man within x days, you make a claim against the wo/man who brought the false claim.

Do NOT use legalese (motion, plaintiff, defendant, dismiss, plea, guilty, not guilty, etc.), because that transfers you into their jurisdiction.

See **Noticing Presentments**

Some examples of notices of “conditional acceptance” can be found here:

<http://www.getoutofdebtfree.org/>

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NOTICING PRESENTMENTS

A presentment is a written “demand for payment”, or for a “performance”. Presentments addressed to the artificial legal “person” NAME, are often in all-capital-letters and/or with a fictional title such as “Mr.” or “Mrs.”. They are not addressed to a living man or woman.

All presentments that arrive in the post addressed to the artificial legal “person” NAME, sent by incorporated governments/corporations, are **offers of contract made to a living man or woman.**

This is because incorporated governments/corporations are legal fictions, and so they can only contract with other legal fictions. They NEED a living man or woman to step forward to take responsibility for the liabilities attached to the NAME. In this way, a private man or woman in their “private capacity” can contract to “act” in a “public capacity” in the “role” of an artificial legal “person” NAME.

Every type of artificial legal “person” including “resident”, “taxpayer”, “driver” etc., is a debtor, and surety for the corporate national debt, in the debt-money system.

Most people are unaware of their living “standing”, and unwittingly “act” in “joinder” to the artificial legal “person” NAME which is a “creature of the State” under statutes.

Every presentment to the artificial legal “person” NAME, is a contract offering a commercial Privilege or Benefit to a man/woman, requiring JOINDER to the artificial legal “person” NAME.

Private men and women have an “inviolable” and “unlimited” power to contract, or not to contract, and therefore can decline a presentment.

Your silence is tacit acceptance of a contract, so nothing is gained by ignoring a presentment. If you do not wish to accept any Privilege or Benefit offered in a presentment, you can return it within three working days with a label over the address window: **“NO CONTRACT – RETURN TO SENDER” or “CONTRACT DECLINED RETURN TO SENDER (CDRTS)”**. Remember that a presentment addressed to an artificial legal "person" NAME is not addressed to a living man or woman, so it can also be returned: **“ADDRESSEE NOT FOUND”, or “UNCLAIMED POSTAL ARTICLE”**.

[Download 1 \(pdf\)](#)

[Download 2 \(pdf\)](#)

[Download 3 \(pdf\)](#)

However, it is more effective to respond with a **Notice of Conditional Acceptance**.

Such a Notice rebuts a false claim not by disputing it, but by accepting it upon verification. In this way, you stand in peace and honour, while the burden of proof is on the claimant, where it belongs. If a claim cannot be verified with evidentiary documents, it cannot be legally or lawfully enforced, and any further claim places the claimant in dishonour, compounding their wrongdoing, making them liable. To inform them of the consequences of their potential liability, you can include a Fee Schedule in your Notice, and ultimately you can invoice them for any breaches, although do not expect them to be honourable.

It is important to keep records of paperwork and postings (including receipts), and to be systematic and patient. If the claimant cannot verify their claim within a reasonable time, usually thirty (30) days, they have failed. At this point you have formed a binding agreement at law in which the claimant has been “estopped”, which means they are legally or lawfully prevented from further asserting their claim.

Even so, legal actors may ignore your Notice(s) and continue to send presentments, or they may send intimidating letters in legalese, or they may threaten to pursue legal action in one of their commercial courts, all of which are merely repeated attempts to contract.

The relevant maxim of law is: *“He who leaves the battlefield first loses by default.”*

Perseverance is the key to success.

You can serve one thirty (30) day Notice including an Estoppel, as a minimum process, for ordinary alleged debts. Here is an example:

[Download \(doc\)](#)

[Download \(docx\)](#)

[Download \(odt\)](#)

[Download \(pdf\)](#)

Or you can serve three Notices at least ten (10) days apart, concluded by a separate Estoppel Notice, as a maximum process, for significant alleged debts to incorporated government agencies/banks/corporations. Here are some examples:

First Notice:

[Download \(doc\)](#)

[Download \(docx\)](#)

[Download \(odt\)](#)

[Download \(pdf\)](#)

Second Notice:

[Download \(doc\)](#)

[Download \(docx\)](#)

[Download \(odt\)](#)

[Download \(pdf\)](#)

Third Notice:

[Download \(doc\)](#)

[Download \(docx\)](#)

[Download \(odt\)](#)

[Download \(pdf\)](#)

Estoppel Notice:

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Fee Schedule:

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Invoice:

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Noticing a Presentment:

1. When we deal with a corporation we need someone to take liability for that corporation. Therefore, we need the real name of the man or woman who is making the claim.
2. Your Notice is "private" and must be addressed to the real name of the man or woman in their "private capacity", otherwise it will be less effective or ignored.
3. To ensure that someone acting for the corporation is made liable, use: "Notice To Agent Is Notice To Principal; Notice To Principal Is Notice To Agent".
4. Including "Without Prejudice" ensures that the contents cannot be used against you in any legal/lawful action at a later date.
5. A presentment must be responded to within three [3] working days. They may date it ahead of the postmark to make you too slow, so state in your Notice when their presentment was received.
6. Your Notice must be sent by registered mail, as it is a "negotiable instrument" which is a "prohibited item" via other postal methods including courierpost signature required. [Note, in New Zealand, the registered post service has been withdrawn, so the only service option is courierpost signature required.]
7. Their address must be a physical street address, not a PO Box, because we are noticing someone real, at their real location. Mail sent via a corporate PO Box is often ignored.
8. After writing and printing, turn it over and affix a 5c postage stamp to the lower right corner. Stamp or write the date over it, and scribe your autograph over it. This prevents it becoming an "inchoate" instrument, which they can complete in order to use the autograph on the front to create money. You are legally/lawfully the Postmaster, and they cannot interfere with the post.

http://www.youtube.com/watch?v=BQ0WrVNcaJo&feature=em-subs_digest

Example

PRIVATE

John-Henry
as Agent for Artificial Person
Care of 123 Your Home Street
Your Home Town [4567]
New Zealand Nation
Non-Commercial

Ben Cheating, in his private capacity
[Chief Executive Officer,
RACKET CORPORATION,
4 Fraud Street, Vice City 5678]

10th March, 2017

Ben Cheating in his Private Capacity

Regarding: Your letter dated 5th March 2017, postmarked 8th March 2017, and received 10th March 2017.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL; NOTICE TO PRINCIPAL IS NOTICE TO AGENT

We, a man, in body-mind-spirit, underwriter for the artificial person JOHN HENRY DOE, non-adverse, non-belligerent, non-combatant, secured creditor with power-of-attorney, have examined your recent voluntary submission of evidentiary documents claiming an account debt, and hereby conditionally accept said claim upon verification. In order to properly validate the alleged debt, we require you to provide:

1. A valid contract signed in wet ink by both parties, confirming bilateral consent.
2. A true and certified copy of the complete audit trail of said account including said loss.
3. Audit certification of debt entry in accordance with Generally Accepted Accounting Practice (G.A.A.P.), International Financial Reporting Standards (I.F.R.S.), the Basel III accord, and the United Nations Commission on International Trade Law (UNCITRAL) conventions.
4. A copy of your Tax Registration certificate.

Failure to substantiate said claim within thirty (30) days of recorded delivery of this Notice, shall constitute legal/lawful Accord and Satisfaction given to settle and close all said alleged claims and Estoppel by Acquiescence. In that event, we reserve the right to charge damages against Ben Cheating, in his private capacity, under his full commercial liability, for any unverified claims presented thereafter regarding this matter, whatsoever.

We look forward to reviewing your evidence, or confirmation of settlement of the account.

By:

John-Henry


All Rights Reserved – Without Prejudice – Non Assumpsit

[Home](#)

Living In The Private

Educate Yourself, Ask Questions, Verify Everything

DRIVING IS COMMERCE

A private man or woman has the inherent and inviolable “right to travel”.

The Common Law acknowledges that a private man or woman has the inborn Right to travel the nation's roads without the requirement for a driver license or a registered vehicle.

“The right to travel is part of the Liberty of which a citizen cannot be deprived without due process of law under the Fifth Amendment. This Right was emerging as early as the Magna Carta.”

Kent vs. Dulles, 357 US 116 (1958).

“The right to travel is a well-established common right that does not owe its existence to the federal government. It is recognized by the courts as a natural right.”

Schactman v. Dulles, 96 App DC 287, 225 F2d 938, at 941.

“The use of the highway for the purpose of travel and transportation is not a mere privilege, but a common fundamental right of which the public and individuals cannot rightfully be deprived.”

Chicago Motor Coach v. Chicago, 169 NE 221.

“The right of the citizen to travel upon the public highways and to transport his property thereon, either by carriage or by automobile, is not a mere privilege which a city may prohibit or permit at will, but a common law right which he has under the right to life, liberty, and the pursuit of happiness.”

Thompson v. Smith, 154 SE 579.

“No State government entity has the power to allow or deny passage on the highways, byways, nor waterways...Travel is not a privilege requiring, licensing, vehicle registration, or forced insurances.”

Chicago Coach Co. v. City of Chicago, 337 Ill. 200, 169 N.E. 22.

“Complete freedom of the highways is so old and well established a blessing that we have forgotten the days of the Robber Barons and toll roads, and yet, under an act like this, arbitrarily administered, the highways may be completely monopolized, if, through lack of interest, the people submit, then they may look to see the most sacred of their liberties taken from them one by one, by more or less rapid encroachment.”

The prophetic words of Justice Tolman of the Supreme Court of Washington State.

Robertson vs. Department of Public Works, 180 Wash 133, 147.

There is no law or statute that requires a private motor-powered conveyance to be registered, nor any law or statute that requires a private man or woman to possess a driver license or insurance.

However, if you “register” a motor-powered conveyance it

becomes a “vehicle”, subject to all the commercial traffic codes, rules and regulations (and penalties). You become a commercial transport operator, involved in the transportation of goods or passengers for hire, compensation, or profit. This is because a de jure public state has the delegated power of the private people to create, by legalisation, fictional entities for the purpose of commerce, and therefore the state has a right and duty to regulate its corporate franchises when they are used on the public highways for commercial gain. In short, the state controls its creations.

“Legalisation” (entry by contract into commerce) occurs primarily through “registration”, “licensing”, “certification”, “securitization”, and “general deposit”.

“When the public highways are made the place of business the state has a right to regulate their use in the interest of safety and convenience of the public as well as the preservation of the highways.”

Thompson vs. Smith, supra.

“For while a citizen has the right to travel upon the public highways and to transport his property thereon, that right does not extend to the use of the highways, either in whole or in part, as a place for private gain. For the latter purpose no person has a vested right to use the highways of the State, but is a privilege or a license which the Legislature may grant or withhold at its discretion.”

Packard v. Banton, 44 S. Ct. 256.

“We know of no inherent right in one to use the highways for

commercial purposes. The highways are primarily for the use of the public, and in the interest of the public, the state may prohibit or regulate ... the use of the highways for gain.”

Robertson vs. Dept. of Public Works, supra.

While the public state has the delegated power of the private people to create corporations and other legal fiction entities for the purpose of commerce, and a right and duty to preserve the safe conduct of the people upon the highways, the state does not have the power to convert the “lawful right” to travel freely upon the highways into a paid “legal privilege” through the imposition of legal fiction “adhesion contracts”.

“Generally, an adhesion contract is defined as a standardized contract form offered to consumers of goods and services on essentially a 'take it or leave it' basis without affording the consumer a realistic opportunity to bargain and under such conditions that the consumer cannot obtain the desired product or services except by acquiescing in the form contract.”

Pendergast v. Sprint Nextel Corp., 2010 U.S. App. LEXIS 79 (11th Cir. 2010).

Only by consenting to an “adhesion contract” does it become enforceable, for example a “traffic ticket”. Similarly, vehicle registration and driver license contracts are subject to one's consent to enter into commerce, which is an artificially created system.

The origins of legal “commerce” are found in merchant shipping, for which merchants created their own paper-based system of administration, in which all ships were registered “vessels in

commerce”, and disputes between registered “vessels” were resolved in “administrative courts” with a “dock” for the accused “vessel”. As maritime commerce expanded, monarchs (especially British) compelled by their debts to bankers and a desire for colonial conquests, added their naval forces to the pursuit of empire building. Consequently, the merchant's maritime jurisdiction (Law Merchant) became the Admiralty Maritime jurisdiction, the international Law of the Sea.

Today, all commerce occurs within the foreign Admiralty Maritime jurisdiction, and all registered forms of “transport” used in commerce such as ships, aircraft and “vehicles”, function as “vessels in commerce”, as do all registered legal fiction entities including corporations and “artificial persons”.

The “theatre of commerce” is a legal fiction aberration of the mind in which the participants “act” in legally prescribed “roles”, including a “driver”. Most people unwittingly contract into a commercial “performance” as a “driver”, a “resident”, a “U.S. citizen”, and so on, because of non-disclosure, deceit or coercion, by state officials, which can only be construed as fraud and the unjust enrichment of governmental agencies, ultimately serving the debt-money system of bondage.

“The people never give up their liberties but under some delusion.” - Edmund Burke, 1784.

The people, by legally contracting through registration and licensing, become subject to the policing powers of the incorporated government operating in commerce, but in the Common Law jurisdiction – the national and supreme Law of the

Land, such contracts are only valid when they are entered into knowingly, intentionally, and voluntarily.

Moreover, the Common Law “right to travel” freely and unpaid on the public highways without a vehicle registration or driver license contract, in the “ordinary course of life and business”, is an unalienable right that cannot be revoked by the state. Nor can the state convert that right into a privilege granted for a fee.

“The state cannot diminish Rights of the people.”

Hurtado vs. California, 110 US 516.

“No state may convert a secured liberty into a privilege, and issue a license and fee for it.”

Murdock v. Pennsylvania, 319 U.S. 105.

“If the state does convert a right into a privilege and issue a license and charge a fee for it, you can ignore the license and fee and engage in the right with impunity.”

Shuttleworth v. Birmingham, Alabama, 373 U.S. 262.

Unless a private traveler causes harm to people or damage to property (a crime) on the public highways, or is evidently such a danger, there is no reasonable cause for interference by any governmental agency in their private affairs.

Consider the legal definitions of the following terms:

Automobile. The term ‘motor vehicle’ is different and broader than the word ‘automobile.’

City of Dayton v. DeBrosse, 62 Ohio App. 232.

Automobile. The word “automobile” connotes a pleasure vehicle designed for the transportation of persons on highways.

American Mutual Liability Ins. Co. v. Chaput, 60 A.2d 118, 120 95 NH 200.

Automobile. It [automobile] is an ordinary vehicle of pleasure and business. It is no more dangerous per se than a team of horses and a carriage, or a gun, or a sailboat, or a motor launch.

Daily v. Maxwell, 133 S.W. 351; 152 Mo.App. 415; *Fielder v. Davison*, 77 S.E. 618; 139 Ga. 509; *Farnsworth v. Rampa Electric Co.*, 57 So. 233, 237.

Automobile. A ‘motor vehicle’ or ‘automobile for hire’ is a motor vehicle, other than an automobile stage, used for the transportation of persons which remuneration is received.

International Motor Transit Company v. Seattle, 251 P. 120.

Automobile. The definition of “goods” includes an automobile. *Henson v Government Employees Finance & Industrial Loan Corp.*, 15 UCC Rep Serv 1137; 257 Ark 273, 516 S.W.2d 1 (1974).

Note that when an “automobile” is used for commercial gain it becomes a “motor vehicle”, because the purpose of its use determines its legal definition. Also note that the legal definition of “goods” includes an “automobile”.

Commerce. From L. commercium "trade, trafficking"; from com - "together" + merx (gen. mercis) "merchandise" (see market).

From commerce, "pertaining to trade"; meaning "done for the sake of financial profit". Commodity, from *commodité* "benefit, profit," from L. *commoditatem*

Commerce. Intercourse by way of trade and traffic between different peoples or states and the citizens or inhabitants thereof, including not only the purchase, sale, and exchange of commodities, but also the instrumentalities and agencies by which it is promoted and the means and appliances by which it is carried on, and the transportation of persons as well as of goods, both by land and by sea.

Brennan v. Titusville, 153 U. S. 289, 14 Sup. Ct. 829, 38 L. Ed. 719, et al.

Black's Law Dictionary, 2nd Edition.

Commerce. The words "commerce" and "trade" are synonymous, but not identical. They are often used interchangeably; but, strictly speaking, commerce relates to intercourse or dealings with foreign nations, states, or political communities, while trade denotes business intercourse or mutual traffic within the limits of a state or nation, or the buying, selling, and exchanging of articles between members of the same community.

See *Hooker v. Vandewater*, 4 Denio (N. Y.) 353, 47 Am. Dec. 258; Jacob; Wharton

Black's Law Dictionary, 2nd Edition.

Note that "commerce" relates to dealings with "foreign nations" while "trade" is within a state or nation. Hence all commerce occurs in a foreign jurisdiction, the Admiralty Maritime jurisdiction – the international Law of the Sea.

Used for commercial purposes. The term “used for commercial purposes” means the carriage of persons or property for any fare, fee, rate, charge or other consideration, or directly or indirectly in connection with any business, or other undertaking intended for profit.

U.S. Code, Title 18, Part I, Chapter 2, Section 31 – Definitions (10)

<https://www.law.cornell.edu/uscode/text/18/31>

Commercial vehicle. A ‘commercial vehicle’ is a motor vehicle of a type required to be registered under this code used or maintained for the transportation of persons for hire, compensation, or profit or designed, used or maintained primarily for the transportation of property. (b) Passenger vehicles which are not used for the transportation of persons for hire, compensation, or profit and house-cars are not commercial vehicles.

California Vehicle Code (2002) Section 260.

Common Law. That which derives its force and authority from the universal consent and immemorial practice of the people.

Bouvier's Law Dictionary, 1856.

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 [people] and property, which derive their authority solely from usages and customs. .. As a compound adjective “common-law” is understood as contrasted with or opposed to “statutory.”

Black's Law Dictionary, 2nd Edition.

Conveyance, contracts. The transfer of the title to land by one or more persons to another or others. By the term persons is here understood not only natural persons but corporations.

Bouvier's Law Dictionary, 1856.

Conveyance. The act of taking or carrying someone or something from one place to another; something that carries people or things from one place to another.

Merriam-Webster Dictionary.

Driver. One employed in conducting or operating a coach, carriage, wagon, or other vehicle.

Bouvier's Law Dictionary, 4th Edition.

Driver. A person employed in the engagement or activity of operating or conducting a motor vehicle or passenger vehicle transporting persons or property for hire or compensation on the public highways.

Hamilton's Dictionary of Commercial Terms, 3rd Edition (1968), p. 43.

Note that the definition of “driver” includes one who is “employed” in conducting a vehicle. The definition of “employed” signifies both doing a thing and being under contract while doing it. A “driver” who is “employed” under contract is in the service of another, is liable to perform certain duties, and is also entitled to just compensation, for example a taxicab driver, truck driver, bus driver, limousine driver.

“Driving is a privilege not a right.”

California Driver Handbook (2002), p. 7.

Driver's license. "Driver's license" means any type of license or privilege to operate a motor vehicle issued under the laws of a jurisdiction.

Indiana Code, Title 9, Motor Vehicles, Article 13, Chapter 2, Definitions, IC 9-28-2-4.

<https://law.justia.com/codes/indiana/2012/title9/article13/chapter2/>

Driving privileges. "Driving privileges" means the authority granted to an individual that allows the individual to operate a vehicle of the type and in the manner for which the authority was granted.

Indiana Code, Title 9, Motor Vehicles, Article 13, Chapter 2, Definitions, IC 9-13-2-48.3.

<https://law.justia.com/codes/indiana/2012/title9/article13/chapter2/>

Suspension of driving privileges. The bureau may suspend the driving privileges of a driver licensed under IC 9-24 for failure to meet the conditions of a traffic citation of a jurisdiction in which the traffic offense occurred.

Indiana Code, Title 9, Motor Vehicles, Article 28, Chapter 2, IC 9-28-2-8.

<https://law.justia.com/codes/indiana/2012/title9/article28/chapter2/>

Employed. This signifies both the act of doing a thing and the being under contractor orders to do it. U. S. v. Morris, 14 Pet. 475, 10 L. Ed. 543; U. S. v. The Catharine, 2 Paine, 721, Fed. Cas. No. 14.755.

Black's Law Dictionary, 2nd Edition.

<https://thelawdictionary.org/employed/>

Employed. One who is in the service of another. Such a person is entitled to rights and liable to perform certain duties.

2. He is entitled to a just compensation for his services; when there has been a special contract, to what has been agreed upon; when not, to such just recompense as he deserves. 3. He is bound to perform the services for which he has engaged himself; and for a violation of his engagement he may be sued, but he is not liable to corporal correction. An exception to this rule may be mentioned; on the ground of necessity, a sailor may be punished by reasonable correction, when it is necessary for the safety of the vessel, and to maintain discipline. 1 Bouv. Inst. n. 1001; 2 Id. n. 2296.

Bouvier's Law Dictionary, 1856.

Highway. A passage or road through the country, or some parts of it, for the use of the people. The term highway is said to be a generic name for all kinds of public ways.

Bouvier's Law Dictionary, 6th Edition.

Highway. An easement acquired by the public in the use of a road or way for thoroughfare. A free and public roadway, or street: one which every person has the right to use.

Black's Law Dictionary, 4th Edition.

Common Highway. By this term is meant a road to be used by the community at large for any purpose of transit or traffic. Bouvier's Law Dictionary, 1856.

Note that “traffic” is legally defined as “commerce”.

What is meant by the term "highway"?: "Highway" is intended to cover all land that is a highway or public road for the purposes of the common law. To this end, the term is defined to include any land that is dedicated to the public for use as a highway, but does not include any structure that does not form part of the highway. This includes highways created under common law as well as highways created under legislation. Highways can exist over both private and public land, the defining characteristic of a highway being that every member of the public has a right to pass over the land at all times:

See the High Court decision in *Mayor, Councillors and Citizens of the City of Keilor v O'Donohue* (1971) 126 CLR 353 at 363.

Transport (Highway Rule) Bill, Explanatory Memorandum, Definitions.

<https://tinyurl.com/legislation-vic-govt-au-pdf>

Note that a highway can be “created under common law”, as well as “created under legislation”, therefore a highway can be created and used in either jurisdiction.

License. In Governmental Regulation. Authority to do some act or carry on some trade or business, in it's nature lawful but prohibited by statute, except with the permission of the civil

authority or which would otherwise be unlawful.

Bouvier's Dictionary Of Law, 3rd Edition, 1984.

License. A permit, granted by an appropriate governmental body, generally for consideration, to a person, firm, or corporation, to pursue some occupation or to carry on some business which is subject to regulation under the police power. *Rosenblatt vs. California State Board of Pharmacy*, 158 P.2d 199, 203.

License. A license fee or tax is a price paid to government or municipal authority for a license to engage in and pursue a particular calling or occupation. Tax on privilege of exercising corporate franchise.

City Investments v. Johnson, 6 Cal.App.2d 150.

License, contracts. A right given by some competent authority to do an act, which without such authority would be illegal. The instrument or writing which secures this right, is also called a license.

Vide Ayl. Parerg, 353; 15 Vin. Ab. 92; Ang. Wat. Co. 61, 85.

License. Leave to do a thing which licensor could prevent.

Western Electric Co. vs. Pacent Reproducer Corp., 42 F.2d 116, 118.

Motor Vehicle. A taxi, omnibus or any variety of motor vehicles exclusively used and designed for commerce.

Blacks Law Dictionary, 4th Edition.

Motor Vehicle. The term “motor vehicle” means every

description of carriage or other contrivance propelled or drawn by mechanical power and used for commercial purposes on the highways in the transportation of passengers, or passengers and property, or property or cargo.

U.S. Code, Title 18, Part I, Chapter 2, Section 31 – Definitions (6).

<https://www.law.cornell.edu/uscode/text/18/31>

Motor Vehicle. A ‘motor vehicle’ or ‘automobile for hire’ is a motor vehicle, other than an automobile stage, used for the transportation of persons which remuneration is received. *International Motor Transit Company v. Seattle*, 251 P. 120.

Register, vb.1. To enter in a public registry (register a new car). Black's Law Dictionary, 8th Edition, 2004.

Register. To record, or enter precisely in a designated place, certain information in the public records as is mandated by statute. A book of public records. A register contains various types of information that is available to the public, such as births, dates, and marriages. The term register is also used as a designation for the public official charged with the duty of maintaining such records.

West's Encyclopedia of American Law, 2nd Edition (2008).

Registration. Recording; inserting in an official register; the act of making a list, catalogue, schedule, or register, particularly of an official character, or of making entries therein. In re Supervisors of Election (C. C.) 1 Fed. 1.

Black's Law Dictionary, 2nd Edition.

Traffic. Commerce; sale or exchange of merchandise, bills, money and the like. The passing of goods or commodities from one person to another for an equivalent in goods or money. The subjects of transportation on a route, as persons or goods; the passing to and fro of persons, animals, vehicles, or vessels, along a route of transportation, as along a street, highway, etc. Black's Law Dictionary, 5th edition (1979), p. 1340.

Traffic. Commerce, trade, sale or exchange of merchandise, bills, money, or the like. The passing of goods and commodities from one person to another for an equivalent in goods or money. Bouvier's Law Dictionary, 1914 ed., p. 3307.

Note that “traffic” is legally defined as “commerce”, therefore a “traffic ticket” is “commercial”.

Transportation. The removal of goods or persons from one place to another, by a carrier. Black's Law Dictionary, 3rd Edition.

Transportation. "transportation" includes the entire body of services rendered by a carrier in connection with the receipt, handling, and delivery of property transported, and includes the furnishing of cars. Under Interstate Commerce Act, (49 USCA sec. 1 et seq.).

Traveler. One who passes from place to place, whether for pleasure, instruction, business, or health.

Locket vs. State, 47 Ala. 45.

Bouvier's Law Dictionary, 1914 ed., p. 3309.

Travel. To journey or to pass through or over; as a country district, road, etc. To go from one place to another, whether on foot, or horseback, or in any conveyance as a train, an automobile, carriage, ship, or aircraft; Make a journey. Century Dictionary, p.2034.

Travel, Traveler. The terms “travel” and “traveler” are usually construed in their broad and general sense where used in this connection, rather than in a narrow and restricted one, and the duty and consequent liability is extended so as to include all those who rightfully use the highways viatically, and who have occasion to pass over them for the purpose of business, convenience, or pleasure.

Van Cleef v. Chicago, 240 Ill 318, 88 NE 815, 23 LRA(NS) 636, 130 Am St Rep 275.

Note that a “traveler” can be legally defined as a “driver” when they use the public highway “for the purpose of business”, if business equates to commerce. Their purpose determines the legal definition.

The distinction must be drawn between:

1. Travelling upon and moving one's private property upon the public roads, which is a Common Law “**right**”.
2. Using the public roads as a place of commerce in a for-hire

capacity, which is a legally granted **“privilege”**.

“Traveling” is a Common Law **right** exercised by a private man or woman defined as a “traveler”, in a non-commercial capacity, in the ordinary course of their life.

“Driving” is a legally granted **privilege** performed in a registered motor vehicle by a licensed “driver”, in a for-hire capacity, for the purpose of commercial gain.

One's purpose for using the highway determines one's jurisdiction.

<h2 style="text-align: center;">Driver</h2> <p style="text-align: center;">driving = commercial</p>	<h2 style="text-align: center;">Traveler</h2> <p style="text-align: center;">traveling = non-commercial</p>
<p style="text-align: center;">“LAW OF THE SEA” Admiralty Maritime Jurisdiction Statutes, Acts, Rules, Codes etc</p>	<p style="text-align: center;">“LAW OF THE LAND” Common Law Jurisdiction Do No Harm</p>
<p style="text-align: center;">THEATRE OF COMMERCE Legal Fictions</p>	<p style="text-align: center;">THE REAL WORLD Lawful Facts</p>
<p style="text-align: center;">“DRIVING” = LEGAL PRIVILEGE Granted and Revocable</p>	<p style="text-align: center;">“TRAVELING” = LAWFUL RIGHT Inherent and Inviolable</p>
<p style="text-align: center;">LEGISLATED RIGHTS Prescribed by the State</p>	<p style="text-align: center;">UNALIENABLE RIGHTS Endowed by Nature/God</p>
<p style="text-align: center;">COMMERCIAL</p> <p>commercial, adjective 1. Concerned with or engaged in commerce. 'a commercial agreement' 2. Making or intended to make profit. 'commercial products' Oxford Dictionary</p> <p>used for commercial purposes The term “used for commercial purposes” means the carriage of persons or property for any fare, fee, rate, charge or other consideration, or directly or indirectly in connection with any business, or other undertaking intended for profit. U.S. Code, Title 18, Part I, Chapter 2, Section 31 – Definitions (10)</p>	<p style="text-align: center;">NON-COMMERCIAL</p> <p>non-commercial, adjective uk us FINANCE, COMMERCE a) used to describe something that is not used in order to make money: The software is free to download for non-commercial use. b) used to describe something that does not make a profit. Merriam-Webster Dictionary</p> <p>non-commercial, adjective Not having a commercial objective; not intended to make a profit. Oxford Dictionary</p>
<p style="text-align: center;">“MOTOR VEHICLE”</p> <p>Motor Vehicle. A taxi, omnibus or any variety of motor vehicles exclusively used and de- signed for commerce. Blacks Law Dictionary, 4th Edition.</p> <p>Motor Vehicle. The term “motor vehicle” means every description of carriage or other contrivance propelled or drawn by mechanical power and used for commercial purposes on the highways in the transportation of passengers, passengers and property, or property or cargo. U.S. Code, Title 18, Part I, Chapter 2, Section 31 – Definitions (6)</p>	<p style="text-align: center;">“AUTOMOBILE”</p> <p style="text-align: center;">Note that an “automobile” is not legally defined as a “motor veichle”, unless it is used on the public highway for commercial gain.</p> <p style="text-align: center;">CONVEYANCE auto, motor, machine, motor-powered conveyance, mechanically propelled conveyance, movable private property, self-propelled machine, private conveyance, private auto</p>
<p style="text-align: center;">“DRIVER”</p> <p>Driver. One employed in conducting a coach, carriage, wagon, or other vehicle, with horses, mules, or other animals, or a bicycle, tricycle, or motor car, though not a street railroad car. <i>Davis v. Petrinovich</i>, 112 Ala. 654, 21 South. 344, 36 L. R. A.615; Gen. St. Conn. 1902. Black's Law Dictionary, 2nd Edition.</p> <p>Driver. One employed in conducting or operating a coach, carriage, wagon, or other vehicle. Bouvier's Law Dictionary, 4th Edition.</p> <p>Note that the definition of a “driver” is “one employed” in conducting a vehicle; and “employed” is contracted.</p>	<p style="text-align: center;">“TRAVELER”</p> <p>Traveler. One who passes from place to place, whether for pleasure, instruction, bus-ness, or health. <i>Locket vs. State</i>, 47 Ala. 45. Bouvier's Law Dictionary, 1914 ed., p. 3309.</p> <p>Travel. To journey or to pass through or over; as a country district, road, etc. To go from one place to another, whether on foot, or horse-back, or in any conveyance as a train, an automobile, carriage, ship, or aircraft; Make a journey." Century Dictionary, p.2034.</p> <p>Note that a “traveler” who uses the public highway for commercial gain is legally defined as a “driver”.</p>
<p style="text-align: center;">DRIVER LICENCE is an Occupational Certificate</p> <p>Driver's license. "Driver's license" means any type of</p>	

<p>license or privilege to operate a motor vehicle issued under the laws of a jurisdiction. Indiana Code, Title 9, Motor Vehicles, Article 13, Chapter 2, IC 9-28-2-4.</p> <p>License. In Governmental Regulation. Authority to do some act or carry on some trade or business, in it's nature lawful but prohibited by statute, except with the permission of the civil authority or which would otherwise be unlawful. Bouvier's Dictionary Of Law, 3rd Edition, 1984.</p> <p>License, contracts. A right given by some competent authority to do an act, which without such authority would be illegal. The instrument or writing which secures this right, is also called a license. <i>Vide Ayl. Parerg, 353; 15 Vin. Ab. 92; Ang. Wat. Co. 61, 85.</i></p>	<p>NO LICENSE REQUIRED A Sovereign Man or Woman has an inherent and inviolable Right to Travel non-commercially without a Driver License.</p> <p>This Right is subject to a Common Law responsibility not to cause harm to other people or their property.</p>
<p>ARTIFICIAL "PERSON"</p> <p>"Person" means ... an individual, a firm, a partnership, an association, a fiduciary, an executor or administrator, a governmental entity, a limited liability company, or a corporation. Indiana Code, Title 9, Motor Vehicles, Article 13, General Provisions and Definitions, Chapter 2, Definitions IC 9-13-2-124, Person, Section 124 Subsection a.</p> <p>The term "person" does not include the sovereign. <i>Wilson v. Omaha Indian Tribe, 442 U.S. 653 (1979)</i></p>	<p>SOVEREIGN MAN/WOMAN</p> <p>"Sui juris" Of his own right; possessing full social and civil rights; not under any legal disability, or the power of another, or guardianship. Having capacity to manage one's own affairs; not under legal disability to act for one's self.' Black's Law Dictionary 2nd Edition.</p>
<p>Artificial "Person" NAME is a Debtor Liable for Debts, Surety for corporate debt</p>	<p>Sovereign Man/Woman is a Creditor Can Create Wealth, has power of Remedy</p>
<p>"PUBLIC CAPACITY" Limited</p>	<p>"PRIVATE CAPACITY" Unlimited</p>
<p>CONTRACTED "Vessel in Commerce"</p>	<p>NON-CONTRACTED Private Man or Woman</p>
<p>LEGAL COMMERCE Between Corporations</p>	<p>LAWFUL TRADE Between Living People</p>
<p>SIGNATURE Fiction <i>John Henry Doe</i></p>	<p>AUTOGRAPH Fact <i>By: John-Henry: Doe</i> <i>All Rights Reserved</i></p>

Transport legislation governing vehicle registration and driver licensing converts a "lawful right to travel" into a "legal privilege to drive".

Ending a vehicle registration or driver license contract by rescission or non-renewal is difficult because the transport industry provides incorporated governments with numerous revenue streams within an effective social control network.

If a private man or woman is determined to exercise their “right to travel”, they may eventually be stopped on the highway and subjected to harassment, coercion, or force. As a “traveler”, they also accept a Common Law responsibility not to cause harm on the highway, and for this reason their private automobile should be mechanically fit for the road, and documented as such with a safety check equivalent to that of a “motor vehicle”. Similarly, they have a responsibility to control their private automobile in a safe manner consistent with the road rules obeyed by “drivers”. In many respects, a “traveler” must be the safest user of the public highway.

A “traveler” in a non-commercial capacity, if stopped on the highway, is not required to provide a government issued Driver License or other such documentation. They may indeed have such documents, but if they volunteer them on the highway without any rebuttal they are activating the commercial contracts thereby evidenced, becoming subject to the commercial traffic codes, rules and regulations (and penalties).

When a private man or woman ends a transport contract, their “artificial person” usually receives a series of computer generated contract renewal offers, and ultimately legal threats. Experienced “travelers” always carry supporting paperwork, and a video recorder.

See **[Rebut the Presumption](#)**

See **[Peace Officers](#)**

Living In The Private

Educate Yourself, Ask Questions, Verify Everything

THE COURTS

The Judiciary comprises two types of court venues; a corporate “administrative court”, and a Common Law “court of record”. A judge in an “administrative court” does not act judicially but as an administrator to settle contractual disputes. A judge in a “court of record” sits judicially with a “jury of the People” to remedy harm to other living people. The courts are attended by “Commercial List Judges”, some of whom are designated as “jury” judges able to sit in a Common Law “court of record”.

Common Law acknowledges the LAWFUL Rights possessed by living Men and Women.

Statutes prescribe Legislation to administer artificial LEGAL “Persons”.

A Statutory “administrative court” is for commerce, in practice (de facto). It is a place of corporate banking offering “a dispute resolution service for consenting parties”, where living men and women (unwittingly) consent to be joined to (joinder) artificial legal “persons”, obligated to settle the accounts of commercial (adhesion) contracts. The Judge does not sit “judicially”, but acts as a corporate “administrative officer”. “Administrative courts” are not sanctioned by Parliament, and

are not part of the de jure laws and usages of the realm. All “administrative courts” are UNLAWFUL because they do not have a jury present.

**ANY COURT WITHOUT A JURY PRESENT IS AN
ADMINISTRATIVE COURT!**

*'The law is absolutely clear on this subject. There is NO authority
for administrative courts*

in this country, and no Act can be passed to legitimise them.' -

Halsbury's Law 2011

A Common Law “court of record” is for justice with a jury, in law (de jure). It is a place of real world criminal evidence where a jury of one's peers examines what is true in fact, in order to determine what is right or wrong, just and fair. The parties are living men and women, and their decisions attempt to remedy harm or loss suffered by one or more injured parties, and to provide protections for living people and their community of life. The Judge sits “judicially”. The only venue of “justice” for a living man or woman is a Constitutionally sanctioned Common Law “court of record” with a jury of one's peers.

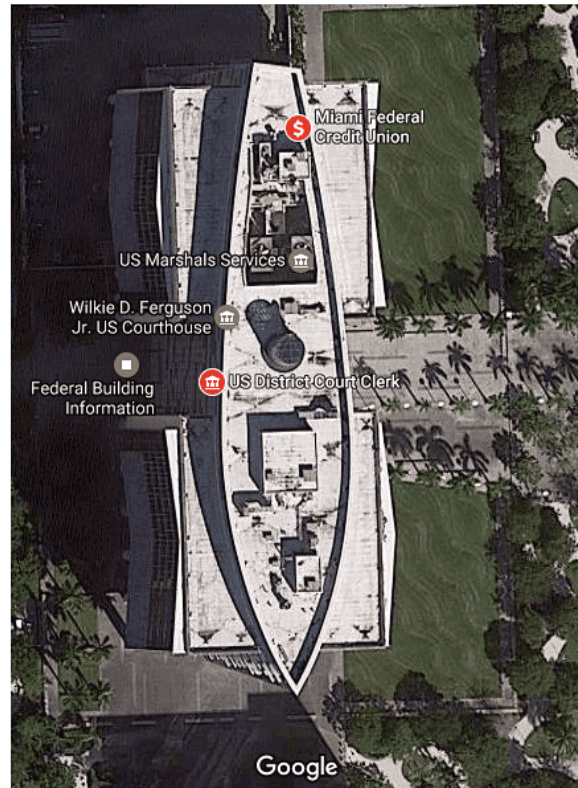
Administrative Courts Are Vessels in Dry-Dock

Every court without a jury is an “administrative court” for legal fiction commerce offering a “dispute resolution service for consenting parties”. It conducts commerce in the international Admiralty Maritime jurisdiction, which is the “law of the sea”, and it is a “vessel” in dry-dock.

The Admiralty Maritime sea jurisdiction “law of the sea” has invaded the Common Law land jurisdiction “law of the land” entering at ports and extending inland via rivers and lakes. Therefore, freight carried by land, water, or air, is “shipped”. It is trans“ported” through “loading docks”, sea“ports” and air“ports”, “navigating” “shipping lanes” and “traffic islands”.

“Administrative courts” reflect their maritime roots in their layout and fittings. The courtroom is divided into two parts by a barrier known as the “bar”, resembling a ship’s outer railing. When someone crosses the “bar” they enter the Admiralty Maritime jurisdiction of the court, becoming surety for a “vessel” subject to commercial “levies” and “duties” (penalties, fees, fines, taxes, charges and so on). The “Judge” does not sit judicially but as a “corporate administrative officer”. The accused “vessel” is placed in a “dock”.

“Administrative courts” are for “vessels in commerce”, not for living men and women, unless you consent to “act” as the “Master” (MR/MRS/MISS) of a “registered” “vessel in commerce” such as JOHN HENRY DOE.



“Administrative courts” are collection and enforcement agencies for the “Crown”, where a man or woman may contract to “act” in the fictional “role” of an “artificial person” to deliver a “performance” in the “theatre of commerce”. Spectators can usually view the drama from a gallery. The attending Bar Association members are corporate officers.

All members of the private Bar Association swear an Oath to serve the Bar Association, which presents a conflict of interest in matters of de jure governance and justice. This subversion of the Common Law courts supports the crime of “personage”, which is misrepresenting a living man or woman as a fictional “person” causing unwitting “joinder” to the “artificial person” NAME. The crime of “personage” is compounded by “barratry”, the crime of bringing false claims in court. The term “barratry”, appropriately, comes from the “Bar Association”.

All Bar Associations throughout the world are signatories and franchises to the International Bar Association of the Crown Temple, located within the 677-acre, independent sovereign state known as The City of London, or simply “The City.” The bonded indebtedness of YOURNATION (INC.) is held by this “Crown”. Any court without a Constitutionally sanctioned jury of one's peers, is a “Crown” court.

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THE LAW VS STATUTES

The Law is the Common Law and it is the foundation of justice for living people. Laws serve **all** People equally. Laws defend our Unalienable Rights, provide reparations to the injured, and through them we can live in peace and harmony with other people. The Law is the definition of the People's power, and is Common Sense. **The Law protects living people** *from harm, loss, and fraud.*

Statutes are the en-act-ments of the Legislature that apply to publicly registered legal entities as franchises of the public State. Statutes offer limited “privileges and benefits” to “artificial persons” of various kinds, prescribing contract “rules and regulations” by consent. Statutes can have the appearance, or “colour of law”. **Statutes govern legal entities** *as a franchise benefit to the public State.*

Statutes are **not** Laws. The Law is *from the People*. Statutes are *from the State*.

Maxim of Law:

Quid fas non veritas est.

Legality is not Reality.

The difference between what is “**lawful**” and what is “**legal**” is a matter of **life** and **death**. What is lawful is for the living people. What is legal is for dead corporate entities.

legal = fiction

statute = statue

legislation = leg of a statue

act = act of a statue

New Zealand is a constitutional monarchy with a parliamentary system of government. All Private Sovereign men and women, are *de jure* “in law”. All Public Servants in corporate roles, and all artificial legal entities, are *de facto* “in practice”. The government is divided into three branches:

LEGISLATURE	EXECUTIVE	JUDICIARY
En-Acts Statutory Legislation. Prescribes rules/regulations for legal entities. Statutes can have the Colour of Law	Cabinet and Departments. Manages the government to serve the People. Executive take Oath to uphold The Law	Administers <i>de facto</i> Statutes. Facilitates <i>de jure</i> Common Law Trial-By-Jury when the People create new Case Law

The People's Common Law power of justice is “Judicial”, and exercised “Lawfully” (Trial-by-Jury), whereas the State's delegated duty of management is “Executive”, and exercised “Legally” (Legislation).

Statute types are “Acts, Bills and Legislative Instruments”, and they apply to artificial legal (legislated) “*persons*”, so their texts never refer to a living “man” or “woman”. Statute titles never end with the word “Law”. Public officials habitually refer to “Acts” as “Laws”. But an “Act” is *not* a “Law”, i.e. the *Land Transport Act*, is

not titled the *Land Transport Law*.

In New Zealand, only a few statutes acknowledge the right of living men and women to “*due process of law*”, including the *Imperial Laws Applications Act 1988*, which states that the ‘*common law ... shall be part of the laws of New Zealand*’, the *Observance of Due Process of Law Statute 1368*, which acknowledges ‘*due process*’ ... ‘*according to the old law of the land,*’ and the *New Zealand Bill of Rights Act 1990*, which is ... ‘*for the benefit of all natural persons*’.

There is a natural compulsion to obey the Law because it safeguards our living rights and freedoms. If we do not honour the Law then it cannot afford us protection. However, obeying statutes is **voluntary**. We are members of the “legal society” as a matter of choice. Our consent is given unilaterally, not collectively via a government election. In a truly free nation, men and women in the Common Law jurisdiction, would give their consent freely to obtain the commercial “privileges” and “benefits” offered by the State in the Admiralty Maritime jurisdiction. We must be aware that **the State has been incorporated to serve the debt-money system of bondage**, so the people are not offered de jure Common Law contracts serving the State, but de facto Admiralty Maritime contracts serving the Banks as surety for debt. If corrupt statutes become onerous to the common good, the people have a right to withdraw their consent in order to defend their rights, and indeed they have an obligation and a duty to do so because only the people can redress the corruption of their government.

Statutes are contracts. Statutes prescribe the “terms and

conditions” of commercial contracts, relying for their effect upon **your consent.**

'Kia ora. The authoritative source of Acts, Bills & Legislative Instruments'

www.legislation.govt.nz

'INSTRUMENT, contracts. *The writing which contains some agreement, and is so called because it has been prepared as a memorial of what has taken place or been agreed upon. The agreement and the instrument in which it is contained are very different things, the latter being only evidence of the existence of the former. The instrument or form of the contract may be valid, but the contract itself may be void on account of fraud.'* – Bouvier's Law Dictionary, 1856

Statutes/Acts	The Law
The LEGISLATURE makes Statutes by the en-Act-ments of Legislation	The PEOPLE make The Law by the acceptance/validation of Jury decisions
"Statutes" are the State's " Legal Contracts ", prescribed in advance as legal fiction "Acts, Bills, Legislative Instruments"	"The Law" is the People's "Common Law" , recorded in real time law-making as "Case Law"
Acts are CONTRACT offers made effective by the informed CONSENT of a Man/Woman	Laws are moral CUSTOMS made effective by the CONSCIENCE of the People
' ACT , civil law, contracts . A writing which states in a legal form that a thing has been said, done, or agreed.' [Bouvier's Law Dictionary, 1856]	' LAW . When considered in relation to its origin, it is statute law or common law.' [Bouvier's Law Dictionary, 1856]
' STATUTE . The written will of the legislature...; an <u>act</u> of the legislature. ... This word is used in contradistinction to the common law. ... It is a general rule that when the provision of a statute is general, everything which is necessary to make such provision effectual is supplied by the common law.' [Bouvier's Law Dictionary, 1856]	' LAW . As a compound adjective "common-law" is understood as contrasted with or opposed to "statutory." ' [Black's Law Dictionary, 2 nd Edition] ' LAW, COMMON . The common law is that which derives its force and authority from the universal consent and immemorial practice of the people.' [Bouvier's Law Dictionary, 1856]
' LEGAL : the undoing of God's law.' [Encyclopedia Britannica, a dictionary of arts, sciences and general literature. The R.S Peale 9 th , 1893]	' LAW OF NATURE . The law of nature is that which God, the sovereign of the universe, has prescribed to all men...by the internal dictate of reason alone.' [Bouvier's Law Dictionary, 1856]
STATUTES GOVERN LEGAL ENTITIES as a franchise benefit to the State	THE LAW PROTECTS THE PEOPLE from harm, loss, and deceit
We are <u>not</u> ALL EQUAL in the texts of Statutes	We are ALL EQUAL in the eyes of The Law
Statutes are based on PRACTICALITIES	Laws are based on PRINCIPLES
Statutes can QUICKLY come and go	Laws evolve over TIME and often endure
LEGAL refers to LEGISLATION	LAWFUL refers to THE LAW
The Legislature cannot overturn Case Law	A Jury of People can overturn a Statute
Statutes can serve The Law but cannot diminish or expand The Law	Laws can be taken into Statutes but if repealed in Statute they remain in Law
" Non-Positive Law " - Statute <u>not</u> serving The Law	" Positive Law " - Statute serving The Law
" Colour of Law " - Misuse of authority without right	" Moral Law " - Principle of right living
De facto "in practice"	De jure "in law"
Admiralty Maritime Commercial " LAW OF THE SEA " Foreign International Jurisdiction	The People's Common Law " LAW OF THE LAND " Sovereign National Jurisdiction
PROFIT and DISPUTE	PEOPLE and PEACE
STATUTES are ARTIFICIAL	THE LAW is LIVING

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ADMINISTRATIVE COURTS

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***A Common Law court de jure, with a Jury,
is the only venue of “Justice” for a living Man or Woman.***

Administrative courts operate on *assumptions and presumptions*. The Crown makes the presumption that you are “acting” in “joinder” to the “artificial person” NAME. When you answer to the NAME, you are joining the action involving the NAME, such that the man/woman and the NAME are joined in a single case. But that case is in legal fiction commerce, in the Admiralty

Maritime jurisdiction, which is the International Law of the Sea. Having joined the case by your “agreement by conduct”, there is the presumption of your “implied agency” for the vessel NAME (i.e. JOHN DOE) on the sea of commerce, including your willingness to settle its account liabilities in court as the Trustee of the vessel's Estate Trust (i.e. MR JOHN DOE TRUST).

Whereas, as an aware man/woman, you are the rightful *controlling* Agent, Beneficiary, Executor/Executrix for MR JOHN DOE TRUST. You are not the liable Trustee.

All legal jurisdiction arises from the consent of a man/woman to be party to an “artificial person” NAME. Without consent, there can only be the “presumption” of consent. So when you “rebut the presumption” they have no jurisdiction and cannot proceed. Any further action is fraudulent.

To **Rebut The Presumption** it is only necessary to correct the mistake in the NAME.

Presumption n. a rule of law which permits a court to assume a fact is true until such time as there is a preponderance (greater weight) of evidence which disproves or outweighs (rebuts) the presumption. Each presumption is based upon a particular set of apparent facts paired with established laws, logic, reasoning or individual rights. A presumption is rebuttable in that it can be refuted by factual evidence. One can present facts to persuade the judge that the presumption is not true.

***Jurisdiction is over the NAME, Liability is attached to the NAME,
So correct the “mistake in the matter of the NAME”***

Administrative Court	Common Law Court
NO JURY	JURY OF ONE'S PEERS
"LAW OF THE SEA"	"LAW OF THE LAND"
ADMIRALTY MARITIME Commercial Jurisdiction	COMMON LAW People's Jurisdiction
INCORPORATED COURT	NON-INCORPORATED COURT
FOR DEAD ENTITIES	FOR LIVING PEOPLE
FOR ARTIFICIAL LEGAL PERSONS	FOR NATURAL LAWFUL MEN/WOMEN
A CORPORATE DISPUTE RESOLUTION SERVICE FOR CONSENTING PARTIES	A CONSTITUTIONAL VENUE TO PURSUE JUSTICE FOR LIVING MEN/WOMEN
"Administrative Court" calculates	"Court of Record" weighs evidence
TO SETTLE THE ACCOUNT in a Commercial Transaction	TO REPAIR HARM AND LOSS suffered by Injured People
ADMINISTRATION OF CONTRACTS BY CONSENT Legal Privileges/Benefits prescribed in statutes, acts, rules, codes etc.	UPHOLDING UNALIENABLE RIGHTS Lawful Rights/Properties endowed to living people antecedent to the state
COMMERCE	JUSTICE
JUDGE TAKES BAR ASSOCIATION OATH TO SERVE "THE BAR" Judge is banker at the <i>bench</i> = <i>bank</i> in Latin	JUDGE TAKES "OATH OF OFFICE" TO SERVE "THE PEOPLE" "Judge, did you bring your Oath of Office?"
JUDGE SERVES "ADMINISTRATIVELY"	JUDGE SERVES "JUDICIALLY"
Officers of the Court have Private Surety Bond	Officers of the Court have Public Statutory Bond
Officers of the Court have "FULL COMMERCIAL LIABILITY" In "Private Capacity"	Officers of the Court have "LIMITED LIABILITY" In "Public Capacity"
COUNTRY CLUB	SOVEREIGN NATION
<i>De Facto</i> "in practice"	<i>De Jure</i> "in law"

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JURISDICTION IS THE KEY

Your jurisdiction determines your “standing”, or your lack of “standing”.

jurisdiction.

1. Power of a court to adjudicate cases and issue orders.
2. Territory within which a court or government agency may properly exercise its power. See, e.g. *Ruhrgas AG v. Marathon Oil Co. et al.*, 526 U.S. 574 (1999).

<https://www.law.cornell.edu/wex/jurisdiction>

A man or woman who “acts” in “joinder” to a legally generated “artificial person” created and controlled by the state has “legal status” in the Admiralty/Maritime/Commercial Jurisdiction – the international “Law of the Sea”.

Legal Jurisdiction over a man/woman derives from consent to contract into legal fiction commerce. If there is no valid contract, there is no jurisdiction. The legal system pertains to the fictional theatre of “artificial persons”. When a man or woman consents to “act” in “joinder” to an “artificial person”, they cease to “live” in their “private capacity” “possessing

unalienable rights and properties” and volunteer to “act” in a “public capacity” “granted revocable privileges and benefits”. Entering the legal system is by contract, or “legalisation”, usually via: “registration”, “licensing”, “certification”, “securitization”, or “general deposit”. In the legal fiction system, consent to contract can be presumed by “silent acquiescence”, unless a “man” or “woman” “rebutts the presumption” of “joinder” to an “artificial person”. All “artificial persons” are created legally without any inherent “productive capacity” and are therefore “debtors” by default and “limited liability” entities. They function as “transmitting utilities” to transmit “human energy” into commerce. Living people “energize” legal fiction commerce, knowingly, or unwittingly by deception, which is fraud.

A man or woman who “lives” naturally in their sovereign body possessing all their unalienable rights and powers has “lawful standing” in the Common Law Jurisdiction – the national “Law of the Land”.

Lawful Jurisdiction over man/woman derives from causing unreasonable harm to a living soul. If there is no human victim, there is no jurisdiction. The law pertains to the real world of living men and women. Lawful jurisdiction is subject to the “due process” of the Common Law whereby no crime is attributable to a man or woman unless they cause “intentional and measurable” harm to another man or woman, not reasonably caused by self defense. To prove a crime of harm there must be an “injured party” willing and able to “swear under oath” to the facts of that harm, “upon penalty of perjury” in a properly convened de jure “Court of Record” (Common Law court with a jury of one's peers), or witness testimony equally-

bound, or irrefutable evidence. In any detention/seizure/arrest, the accuser must have “probable cause” and/or a “reasonable suspicion” that the accused is committing, or is about to commit, a crime against a human victim. The accuser bears the burden of proof. Any forced detention/seizure/arrest without a human victim, by any Public Servant, is coercion, duress, treason, and a breach of their Oath and fiduciary duty as Trustee.

No legal or lawful matter can proceed without jurisdiction.

“Once jurisdiction is challenged, it must be proven.” *Hagens v. Lavine*, 415 U.S. 533.

“Jurisdiction, once challenged, is to be proven, not by the court, but by the party attempting to assert jurisdiction. The burden of proof of jurisdiction lies with the asserter.” See *McNutt v. GMAC*, 298 US 178. And *Maxfield's Lessee v. Levy*, 4 US 308.

“Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action.” *Melo v. US*, 505 F2d 1026.

“There is no discretion to ignore that lack of jurisdiction.” *Joyce v. US*, 474 F2d 215.

“Jurisdiction can be challenged at any time, even on final determination.” *Basso v. Utah Power & Light Co.*, 495 2nd 906 at 910.

Only you can challenge jurisdiction when you do not consent.

A simple jurisdictional challenge can quickly stop any legal matter:

“As the Director and Beneficiary of my legal person/corporation/trust, I give you 21 days to respond in writing providing proof of claim with evidence as to your legal or lawful jurisdiction over me, failing which you will become liable for any damages I may suffer.”

Memorise this powerful sentence, or keep a note of it.

You can say this to legal actors face-to-face, or write it on their legal “offer” document (any legal ticket, fee, penalty, tax, summons etc.). This removes their presumption of jurisdiction and places the burden of proof on the claimant where it belongs. You may need to do this three times, adding *“I do not consent to proceed until your jurisdiction is proven with evidence.”* Legal actors in commerce do not have legal or lawful jurisdiction so they will be evasive. When they fail to respond you can serve a notice of default for the record. You can also charge them for any damages you suffer, although do not expect them to be honourable.

See <https://tinyurl.com/yb7mhfj8>

See **Rebut The Presumption**

See **With The Autograph**

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DECLINING TO APPEAR

An “administrative court” is a *dispute resolution service for consenting parties*. A summons is an invitation “summoning” or “calling” you to accept their dispute resolution service in Admiralty Maritime jurisdiction, so of course you have the right to decline their offer of contract.

Since jurisdiction is attached to the artificial legal “**person**” NAME, not the living man or woman, it is essential to correct the “mistake in the matter of the NAME”, as soon as possible after a summons is received. It is not necessary to go to their court. Indeed, by simply making an “appearance” in their court you will imply your belief in the “person”, which is guilty by default since it is a debtor and surety for the corporate national debt. If you “appear” in their court theatre they will PRESUME that you are “acting” in “joinder” to an artificial legal “person” under the court's jurisdiction because YOU ARE THERE.

Maxim of Law:

Nihil habet forum ex scen.

The court has nothing to do with what is not before it.

Alternatively, the below *Notice of Conditional Acceptance Re:*


Notice to Appear, can be sent to the Registrar of the Court to decline their offer. This usually cancels out the hearing, as there is no joinder and no proof of claim (it's just an allegation or hearsay). The Registrar of the Court accepts and stamps court documents. You can require a copy by return post for your records. You can even go to the Registrar's office, and if they refuse to make you a copy, you can take documents, copy them, then return the original(s):

Example

**Notice of Conditional Acceptance
Re: Notice to Appear**

I, a man, refer to the attached NOTICE dated, and advise that your offer to assume jurisdiction, and your instrument, have been accepted for value and consideration upon proof of claim, and returned without dishonour within seventy-two [72] hours.

For and on behalf of **JOHN HENRY DOE™**

By: 

John-Henry: of the family Doe, Principal Creditor

All Rights Reserved Without Prejudice, waiving none ever, in my true, lawful and private capacity as beneficiary of the original inherent jurisdiction. Consent must be sought in all matters of Privity where mutuality of interest occurs.

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STRATEGIES FOR COURT

“Avoid Their Courts Whenever Possible” ~ Judge “Dale”

American Courts [all administrative courts in Admiralty jurisdiction] are pseudo courts or fictions and simply are Corporate Administrative Offices designed to resemble Courts and all of their Judges are simply Executive Administrators designed to resemble Judges. The purpose of these pseudo Corporate Courts is only to settle contract disputes and since George Washington’s government was military in structure; if either party refuses to participate, these Courts cannot become involved and the dispute is dead in the water! My use of the term “dead in the water” is not a canard because these pseudo Courts are unconstitutional Courts of Admiralty, the International Law of the Sea!

The pseudo Judges of these pseudo Courts have NO powers without the Consent of both the Plaintiff and the Defendant. [AND] In every case the Judge must determine that he has Consent; Personam and Subject Matter Jurisdiction before he can act or access the Cesta Que Trust.

NOTE: All tradable Securities must be assigned a CUSIP NUMBER before they can be offered to investors. Birth Certificates and Social Security Applications are converted into Government Securities; assigned a CUSIP NUMBER; grouped into lots and then are marketed as a Mutual Fund Investment. Upon maturity, the profits are moved into a GOVERNMENT CESTA QUE TRUST and if you are still alive, the certified documents are reinvested. It is the funds contained in this CESTA QUE TRUST that the Judge, Clerk and County Prosecutor are really after or interested in! This Trust actually pays all of your debts but nobody tells you that because the Elite consider those assets to be their property and the Federal Reserve System is responsible for the management of those Investments.

Social Security; SSI; SSD; Medicare and Medicaid are all financed by the Trust. The government makes you pay TAXES and a portion of your wages supposedly to pay for these services, which they can borrow at any time for any reason since they cannot access the CESTA QUE TRUST to finance their Wars or to bail out Wall Street and their patron Corporations.

At your Arraignment or Trial, the Judge will ask you if you are the named individual [ALL CAPS BIRTH NAME] on the complaint and your natural response will be to answer in the affirmative but that is exactly what you don't want to do!

Remove your Birth Certificate and respond to him by stating: I am making a Special Limited Appearance on behalf of the defendant who is right here and [hold up your Birth Certificate!] Then state the following:

As I understand this process Judge; the County Attorney [or] Police Officer has leveled a criminal charge with the Clerk and against the TRUST, using the ALL CAPS NAME that appears on this BIRTH CERTIFICATE! The use of capital letters is dictated by the US Printing Style Manual, which explains how to identify a CORPORATION. The Clerk, who is the ADMINISTRATOR of the CESTA QUE TRUST, then, appointed you Judge as the TRUSTEE for the TRUST and since neither of you can be the BENEFICIARY, that leaves me and therefore you are MY TRUSTEE! So as MY TRUSTEE, I instruct you to discharge this entire matter, with prejudice and award the penalties for these crimes to be paid to me in compensation and damages for my false arrest!

NOTE: The Law of Trusts dictates that an Administrator; Trustee and Beneficiary cannot serve two positions in a Trust. So a Trustee cannot be a Beneficiary too!

The TRUSTEE Judge has no alternative but to honor your demands but you have to get this right and act with confidence! You really need to know this information well, so that you can't be hoodwinked or confused by either of them! They will or may attempt to play some mind games with you if you display any doubt; stammer or display a lack confidence! Appearances [the pomp and majesty] of these pseudo Courts, is totally for your benefit and is intended to invoke fear and intimidation! If you show fear or intimidation, you get a pony ride!

If the County Attorney begins to act too cocky with you, you can take the wind out of his sails by asking him to produce the 1040 for this case? If he denies the need to do such a thing, inform him

that you will be taking care of that for him ASAP [as soon as possible]! He may move for a discharge at that point because you are a little too dangerous or smart! The last thing that Prosecutor wants is the IRS examining his files for the last seven years because he makes money on every conviction but he doesn't pay TAXES on them as a Rule! He usually only declares the salary he receives.

CITATIONS:

The CITATION process can be handled much easier; through the mail. When a Police Officer issues you a CITATION, he is actually requesting you to CONTRACT with him! He is alleging that you violated a corporate regulation in writing, which you have accepted by signing and thus requires you to respond.

The Police Officer is instructed to explain that your signature is merely an acknowledgement that you received a copy of the CITATION but in actuality, your signature is notification to the Court and Judge that you have accepted or CONSENTED to this offer to CONTRACT, which also grants the Judge CONSENT; PERSONAM and SUBJECT MATTER jurisdiction over you and the case!

You can cancel that CONTRACT however by rescinding your CONSENT. The Federal Truth in Lending Act provides that any party to a CONTRACT may rescind his CONSENT, within three business days of entering into such a CONTRACT. So across the face of the CITATION you should print or type in large print, the following words:

I DO NOT ACCEPT THIS OFFER TO CONTRACT
and
I DO NOT CONSENT TO THESE PROCEEDINGS.

Use blue ink [for admiralty] or purple ink [for royalty]. Admiralty is the Court and Royalty represents your Sovereignty. Either way is appropriate. Sign your signature underneath in blue or purple ink and in front of a Notary and under your signature type: Without prejudice, UCC 1-308. This is another way to declare that you may not be held responsible for this Contract pursuant to the Uniform Commercial Code.

Serve Cancelled Citation back on the Clerk / Court, along with a Certificate of Service, by Certified Mail, Return Receipt Requested. This kills the CITATION; removes your CONSENT and removes the JURISDICTION of the Court, all at the same time. It really is that simple!

NOTE: A Certificate of Service is a letter that first identifies the Citation and then defines how and when you returned the document to the Court and is signed. If not denied, it becomes a truth in commerce by Tacit Procuration. Remember to keep a copy of everything, in case the Clerk attempts to trash your response, which certainly will not happen with a Certificate of Service or if it is mailed back by the Notary. The Notary is actually a Deputy Secretary of State and is more powerful than the Court Clerk!

SUMMONS and LAWSUITS:

The SUMMONS process, whether it is defined a Civil or Criminal Action, is once again an offer to CONTRACT, despite what words

are used to command your appearance or response. It too can be cancelled just by following the same procedure as the CITATION process above. A million dollar lawsuit is no different than a CITATION and both can be cancelled! Hard to believe, isn't it?

- Retired Judge and whistleblower, Judge "Dale"

<http://anticorruptionsociety.files.wordpress.com/2013/04/the-great-american-adventure-complete-work-by-judge-dale.pdf>

Establishing Your Living Standing In Court

There are times when a living man or woman finds themselves in court before a Judge, either unwittingly, or by force, despite not giving their consent, and without having caused injury to any living man or woman.

Although an "administrative court" (no jury) is a "dispute resolution service for consenting parties" (living men and women who consent to "joinder" with dead legal "persons"), it is also a place of ancient Satanic magic. This is why living people are "summoned" as if to magically "appear" in court, becoming dead. Historically, a Judge wearing a black robe is a "High Priest of Ba'al" in the Temple of Ba'al, enforcing Babylonian Talmudic Law. The Judge, or the "Black Robed Devil", requires an offering from those who "appear" in the Temple. The "Priest of Ba'al" makes a "judgement" upon the one who has given up their life, and in so doing the Priest delivers a curse (in ancient times death, in modern times debt etc), and the victim is sacrificed. The word "bailiff" derives from "ba'al", because the "bailiff" is the servant

of the “High Priest of Ba'al”. The Black's Law Dictionary, in this context, is a book of black magic.

However, if you do not wish to be presumed dead, suffering “judgement”, you must establish your living rights, otherwise you will simply have no rights.

Maxim of Law:

One who does not establish their rights has none.

To Establish Your Living Standing In Court:

1. *“Your Honour, I am a living being. I humbly ask for remedy.”*

At this point, if you have behaved with honour and respect, you may be dismissed. But the Judge is not out of options. He can leave the court and re-enter, now in a *higher* court, under Canon Admiralty Maritime jurisdiction. So you must establish your standing again, but in a *higher* manner:

2. *“Your honor I am a living being. The flesh lives and the blood flows. Your Honour, I humbly ask for cure and maintenance.”*

The Judge may be totally freaked out at this point. If he doesn't dismiss you, and decides to leave again, he comes back as a Priest, so you are in a Temple now and the court is under Talmudic Law, which is very rare, indeed, because the Judge is at the limit of his authority and vulnerable. So you must establish your living standing appropriately by addressing him as follows:

3. *“Your Honour, I wish to establish that I am a living being. The flesh lives and the blood flows and we are sovereign and nothing stands between myself and the divine.”*

That's it. The game is over. You control the court and can *dismiss the Judge*.

1. UCC (power of fine)
2. ADMIRALTY MARITIME (power of jail)
3. TALMUDIC (power of death)

U.C.C. (Uniform Commercial Code)

The “administrative courts” are administering the international bankruptcy, and therefore they operate in the international Admiralty/Maritime/Commercial jurisdiction – the Law-of-the-Sea, and are bound by the Uniform Commercial Code (UCC). The UCC is a colorable version of Admiralty.

Colorable Admiralty jurisdiction is known as “Statutory” jurisdiction.

Color of Law: “Mere semblance of a legal right.” - State ex rel. West v Des Moines, 96 Iowa 521, 65 NW 818

In order for the UCC to be implemented there had to be a provision requiring it to be in harmony with the common law. This requirement may be found at UCC Section 1-103 which, when invoked along with UCC Section 1-207 [new UCC Section 1-308], represents a powerful method of protecting your natural rights from encroachment by the government.

The Recourse appears in the Uniform Commercial Code at 1-103.6, which says: “The Code is complimentary to the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law,

unless there is a clear legislative intent to abrogate the Common Law.” (UCC 1-103.6)

This is the strategy we use in court. The Code recognizes the Common Law. If it did not recognize the Common Law, the government would have had to admit that the corporate State is bankrupt, and is completely owned by its creditors. But, it is not expedient to admit this, so the Code was written so as not to abolish the Common Law entirely. Therefore, if you have made a sufficient, timely, and explicit reservation of your rights at 1-207 [new 1-308], you may then insist that the statutes be construed in harmony with the Common Law.

If the charge is a traffic ticket, you may demand that the court produce the injured person who has filed a verified complaint. If, for example, you were charged with failure to buckle your seat belt, you may ask the court: “Who was injured as a result of your failure to ‘buckle up’?” However, if the judge won’t listen to you and just moves ahead with the case, then you will want to read to him the last sentence of 103.6, which states: The Code cannot be read to preclude a Common Law section. Tell the judge, “Your Honor, I can sue you under the Common Law, for violating my rights under the Uniform Commercial Code. I have a remedy, under the UCC, to reserve my rights under the Common Law. I have exercised the remedy, and now you must construe this statute in harmony with the Common Law. To be in harmony with the Common Law, you must come forth with the damaged party.”

If the judge insists on proceeding with the case, just act confused and ask this question: “Let me see if I understand, Your Honor,

has this court made a legal determination that sections 1-207 [new 1-308] and 1-103 of the Uniform Commercial Code, which is the system of law you are operating under, are not valid law before this court?”

Now the judge is in a jam! How can the court throw out one part of the Code and uphold another? If he answers, “yes”, then you say: “I put this court on notice that I am appealing your legal determination.” Of course, the higher court will uphold the Code on appeal. The judge knows this, so once again you have boxed him into a corner.

The Quick Four Sentence Method

This method, according to multiple sources, was used by a woman in Los Angeles at an initial appearance in an administrative court (no jury/no injured party) to close the “books” on the “charge”. When you close the case they leave you alone. The first sentence expressly declines consent (this prevents the presumption of consent); the second sentence declines the offer of contract (an administrative court is a dispute resolution service by contract); the third sentence declines to become surety (via the artificial legal person NAME debtor in the debt-money system); the fourth sentence demands a bond against harm (court officials hold insurance bonds which can be called upon to indemnify anyone they may damage).

First – “I do not consent to these proceedings.”

Second – “Your offer is not accepted.”

Third – “I do not consent to being surety for this case and these

proceedings.”

Fourth – “I demand the bond be immediately brought forward, so I can see who will indemnify me if I am damaged.”

At this point, the Judge reportedly dismissed the case and told her to leave the court. Someone observing this method repeated it, and was also released. After the second case, the Judge told everyone to go home, and closed the court for the day, leaving the court.

If court officials expect someone to use this method, they will typically re-schedule the case to the end of the day so that others will not see this. Judges do not want this method known, and BAR attorneys will not and cannot do this for you. If you enter their court intending to do this, you must *do it yourself as soon as possible*. Do NOT let them distract and dissuade you because if you agree to engage in any issue they attempt to raise you are consenting to their jurisdiction, and you WILL lose. Keep it simple. Do not add anything. Say ONLY the four sentences. If necessary, repeat, repeat, repeat.

Memorize ALL four sentences, or keep a copy!

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