And that is the story of banking, in general; Profoundly juristic, and possessing little legal opposition [or shall I say, there is little juristic relief available anywhere for not recognizing and dealing with *government* bank accounts precisely for what they really are]. So those bank accounts Mr. Condo entered into are very significant and very profound legal devices of *conclusive evidence* that attach King's Equity Jurisdiction, and not just for you and me, but also for small merchants not physically involved with Interstate Commerce.[1]

While Mr. Condo ignored the wording on the bank account contract that specifically referred to the existence of other agreements he would be bound by, Mr. Condo went out and promptly did just the opposite of what his contracts called for: He started propagating factually defective and legally inaccurate tax advisory information (for which he charged a fee), and additionally, he went out and stood the King up by snickering at the prospect of providing any tax determination information whatsoever to the Secretary of the Treasury at all, claiming the protective penumbra of some rights found in a body of law not applicable to contemporary contracts. The *leit motif* of the United States Constitution, and of its operating appendage, the Bill of Rights, and of the underlying Articles of Confederation (which are still in effect), and of other related organic documents, is the restrainment of Government from functioning as a Tortfeasor; and these documents were never, ever, designed or intended to negotiate terms of contracts.[2]

We current Americans read the Constitution in the only way that we can: As Twentieth Century Americans up to our necks in juristic contracts. We look back to the history of that time of creation in 1787, and then forward slightly to the intervening period of application, but the ultimate question always recedes to the following: Just

what do the words that our Fathers wrote in 1787 now mean in our time?[3]

So what the words of our Fathers wrote in 1787, to restrain the Federal Government under a selected handful of Tort Law factual settings, remains as words down to the present time that apply to factual settings sounding in Tort.

Additionally, there is a deeper correlative line to this question of vitiating excuse by ignorance. There are statutory laws, and there are judicial opinions, and they should be known.[4] However, in this direction, there is a rather large body of law out there, in full force and effect in the practical setting, a body of law that has never been written down in any public place. This law carries the same and sometimes greater amount of operational weight as statutes themselves.[5] This corpus of law has its seminal point of origin in a multiplicity of different places, such as...

1. A phone call from Chief Justice Warren Burger ("I don't want this thing up here");

2. The policy pronouncements that State and Federal Judges generate for themselves in the quiet conclave of their Judicial Conferences;

3. The quietly circulated judicial Memorandums from the Supreme Court and State Supreme Courts ("... things will be done this way on these types from now on") that circulate down to lower appellate forums and district trial courts;

4. The informal rap sessions and lectures sponsored for Federal Magistrates by the Aspen Institute at their Wye Plantation;

5. And on and on.[6]

So now that state of affairs, that confluence of non-

legislative laws intellectually influencing the Judiciary, raises the inverse question of basic fairness of applying those largely unknown, highly detailed and quite intricate laws that are out there floating around, to people like Armen Condo who do not know any of them, and could not be expected to reasonably know of them since steps are taken to limit their exposure.[7]

To the extent that Armen Condo is being held liable for terms of contracts he did not even bother to read, there can be no excuse by ignorance claimed.[8] To the extent that someone is held liable to the terms of laws deliberately hidden from his knowledge, ignorance is then excusable in this setting. So all factors considered, the bottom line on this ignorance line is this: People have to start taking some responsibility for their own affairs, and stop expressing somewhat passionate opinions that are in want of accuracy, and which expressions of discontent always try to shift responsibility for the act or non-act onto some other third party; in the case of Armen Condo, he came down on the King's Tax Collectors, the King's Attorneys, and the Federal Magistrate.

The fact that Mr. Condo did not know of his contracts is an interesting question; a question I would very much like to come to grips with if I were a Magistrate. When a Person starts signing contracts, indifferent to the content and with an element of mild recklessness involved ("... it's just a checking account"), which contracts then refer to other binding contracts, and then a Defendant claims innocence through ignorance as an excuse to weasel out of his commitments, then there has to come a point in time when such a Person should pull his thumb out of his mouth and start to take some responsibility for the total content of the contracts he signs. When such claims of ignorance are interstitially placed in the defensive prosecution factual setting of someone who is totally and thoroughly convinced that they are absolutely correct (men like Armen Condo and Irwin Schiff), then there will come a point in time when mistakes have to be eaten, diapers have to drop, the reckless crudities of an earlier age are reversed, and the defective judgments exercised in a previous era (the decision to avoid learning the total

content of one's contracts), collectively as a habit, are terminated, for good.

The only thing that would irritate me as a Judge would be the continuing refusal of such people before my Bar to see their error, given an explanation of why they erred, with the refusal to see their error due to their own intellectual shell they live in, and their intellectual prejudice against the King. For example, in one Such *Willful Failure to File* 7203 prosecution I examined in California, the Tax Protestor went through all the classic Constitutional Tax Protesting arguments in pre-Trial hearings. When the Federal Judge made the statement that:

> "... I think you are being used as a pawn by others to your own detriment."

the Tax Protestor snickered back his resentment at the Star Chamber treatment he was being given. But if given a few moment's thought, such a statement by a Judge is quite significant: Because it means that the Judge has a considerable basis of factual knowledge on Tax Protestors, their arguments, the foolishness of their position in a Contract Law grievance, and the fact that the Tax Protestor is up against significant damages by likely protracted incarceration, and that the Judge might be sympathetic to repentance. In contrast, if a Judge ever blurted out those words to me as a Defendant, I would be on his case forever to find answers to the big question the Tax Protestor missed: Why, by whom, and how? And that difference in handling Judicial Rebuffment emulates the true seminal point of error that explains why Tax Protestors like Armen Condo mess up: They are not in a teachable state of mind, and they are their own worst enemy. If a Federal Judge told me that line in a prosecution I was going through, after having found out my error (that I was up to my neck in contracts with the King, and that my defiance was unethical and improvident), I would immediately capitulate, admit my error, sign it, file it, pay it, eat it: But the next time around, after having learned my error on that point, the IRS would have a different slice of meat to deal with.

That model scenario of how I would have handled that 7203 Prosecution the Tax Protestor was going through (and whose appeal was properly denied and is now incarcerated) emulates a scenario I went through on a *Right to Travel* Case I picked up. I once sent my Driver's License and "Cancellation Notice" back to the state department of motor vehicles, but the rescission was bureaucratically rebuffed with the explanation that no provision for the licensee's cancellation existed in state statutes; I knew the rebuffment had some merit to it, since those statutes formed the body of my contract where I initially applied for the Driver's License. I made several tactical mistakes back then; but I had made the fatal mistake of listening to Patriot Clowns who, while protesting State Highway Contracts, exaggerated the legal significance of the existence and non-existence of the written Driver's License document itself, telling me that the Driver's License was *Evidence of Consent*, and that the absence of which precludes the rightful assertion of a contract regulatory jurisdiction over motorists.[9]

As I will explain later on, contracts never have had to be in writing to be judicially enforceable; the practice of stating the contract in writing is actually of recent historical development, since writing instruments and common literacy are quite relatively recent developments of technology. But after fielding numerous advisory opinions and getting a feel for the most likely statutes the Prince would later be throwing at me as I defied his Highway regulatory jurisdiction, I figured then that the best way to get the License cancelled was either by Declaratory Judgment, surrendering it to another state, or by getting it revoked by the state itself; By failure to pay a ticket fine. I knew that judges don't like people who drive on revoked Driver's Licenses (noticed that I said revoked, not suspended), but that alluring element of risk and naked defiance only enticed me all the more and so I decided to give it a whirl. I had done my homework: Several hundred motions and demands were on my computer, just waiting for a Case Number to throw at a judge and his Star Chamber Traffic Court. I picked up a speeding ticket and after questioning the Administrative Law Judge several

times about the legal relationship in effect between the state and a person holding a revoked Driver's License, I was convinced that this was the way to go, after all, my legal mentors (Highway Contract Protestors) had counseled in this direction --they insisted that where there was no Driver's License, there was no contract; and so I told the Administrative Law Judge that I would never surrender a dime to him. Hearing that defiant line from me in public, the judge revoked my license on the spot. I walked out of the Hearing Office, took the plates off my car and tossed them aside.

Some months later, after leaving the office building where I had been at work for the day, I knew when getting into my car that the big scene was going to happen that night. I was on my way home from work that night when I was finally stopped and charged with several heinous misdemeanors [revoked license, failure to stop when ordered, and resisting arrest (which means demanding your rights), among others]. That Sheriff's Deputy did not have to stop and throw a prosecution at me, as other numerous police patrol cars had ignored my absence of license plates.[10]

I remember that I thought I was in some type of a *larger than life* Hollywood movie production on that summer evening at the scene of the arrest. While filling out that NCIC Data Sheet of their's on me, the arresting officer asked me a very reasonable question: Gee, George, why were you driving on a revoked Driver's License? My response was to throw a few interesting Supreme Court quotations at him, whereupon he called for reinforcements and then turned me over to his commanding lieutenant; his lieutenant in turn then blew his top when I refused to consent to have them search the trunk of my car.[11] I was taken out of the patrol car, re-searched again, and then thrown back into the patrol car; but now the lieutenant changed his strategy in his attempt to get me to give my consent to let them search the trunk of my car, by pulling off a hybrid variant on the old *Mutt and Jeff* police tactic.[12]

But it did not work.

The arrest operation had lasted across several hours; the Sheriff's Department had called out nine patrol cars and had detoured traffic around the arrest scene [they just love to put on a big production, after all, this highway is *their* kingdom]. They probably resented the *sub silentio* Statement I was making by wearing very expensive business clothes and carrying a large amount of cash on me, while stingily refusing to spend so much as $18 to register my car. But I had a hunch that they resented most of all my cackles and giggling, which I had a difficult time restraining -- after all, this was a criminal arrest, this was heinous, I was supposed to "have done something wrong," I was supposed to have been feeling guilty, I was supposed to have earned a spanking.[13]

I was in the patrol car facing West, so the large evening sun was setting over the roof of my car parked in front of us, and just like in some Hollywood *cliche* scenario, the Sheriff's Deputies had a small army of scavenger like silhouettes working my car over, taking whatever they could find in it, tossing it out on the road, and uttering salty frustrations at their legal disability to search my trunk without my consent.[14]

After having decided that they were not going to find anything in the car to justify throwing another slice of *lex* at me, they had one last item of business to attend to -- they wanted to make sure that I understood that this Government Highway was *their* kingdom, and so they were determined to wipe that sneaky grin off my face.[15] So they decided to make their closing Statement for the evening by dragging me in front of a judge, and then throwing a Criminal Arraignment at me.

At the Arraignment, I interrupted the Judge as he was reciting the charges to ask a very simple question: Is this a *Court of Record?*

In response, the Judge threw an invective back at me that

did not answer the question asked; rather his little deflectional snort was to state that he was just not a very good Judge to put such a question to. My response was to state that I was not a very good individual to throw a Prosecution at -- and with that, the Judge's face distorted into a dozen different directions; I had his giblets into a 42 U.S.C. Section 1983 cracker for conducting an Arraignment without a transcript being made. The furious Judge now had an Adversary who apparently knew just enough to make him dangerous, so the Arraignment was moved into another room and started over again.

I was up against some two years incarceration, but that really did not concern me. In the following weeks, after starting to hear some of my arguments in pre-Trial hearings, circumstances came to pass (after I was threatened with a 30-day commitment at the State Hospital for a Psychiatric Examination because I had continuously refused to hire a lawyer),[16] where I was alone with the part-time state judge in his law office [I went to his law offices to serve him with an Emergency Appeal Notice, but the judge invited me into his own office for a chat, and so I had it out with the judge, right then and there]. I did not know it then, but the judge did not want the Emergency Appeal being heard before appellate judges. The meeting lasted for several hours, and the judge explained to me in a round about and vague way how I was wrong on the merits of the large volume of Tort Law arguments that I had thrown at him. He talked to me evasively about the duties of Citizenship (which is a Contract Law relationship), and how Licenses revoked by the state are in a special status where Contract Law still applies, although he did not specifically explain to me just why this is so; which means that I asked the Administrative Law Judge the wrong questions.[17]

When I probed deeper to extract detailed information as to whether it was the revoked nature of the old Driver's License that continued to attach a regulatory jurisdiction, he said loosely that my revoked License status was not relevant in holding me to those Motor Vehicle statutes, and that I could be held to those statutes even if I had never applied for a License. And

so, even though I knew that he was withholding from me some Law that I wanted to know, I quickly reasoned that I was wrong not just for one reason, but for several substantive reasons, so I capitulated immediately, and the judge offered to give me a qualified dismissal, his head hanging down looking at the floor, probably finding his protracted conversation with some occasional sharp technical exchanges on the Law, particularly in the Counsel area, to have been simply incredible. And the prosecution so ended, quickly and unexpectedly. Suddenly, my *Right to Travel* Case, that I thought I would be arguing on appeal, just fell apart and collapsed right in front of me; my Case that I had spent so long in preparation and in building up an air-tight defense line just vanished from underneath me; all of the incredible amount of time that I had spent researching and writing my large volume of justifying defense arguments, of digging out large volumes of Highway Cases from the 1800's, and all of my meticulous records preservation of an arrest scene factual setting where rights were demanded... all of that went out the window for a reason that I never originally contemplated, a reason that I never thought of, and a reason that I never even considered as probable as I was writing those copious Tort Law arguments: An invisible contract I had no knowledge of, that suddenly made an unexpected appearance. Yes, an unknown and invisible Highway Contract was actually in effect when I was driving around without a License in effect; a contract was in effect that my legal Patriot mentors had specifically and adamantly told me did not exist (since I was not using the Highways for a Commercial purpose and my Driver's License did not exist). But the Patriot advisors were point-blank wrong, and the contract did exist, as I will explain later; and the contract was invisible, and I have no recourse at all to my legal Protesting mentors who led me to the false conclusions that they did. And now I know, in a very real way, what a Witch or Bolshevik Gremlin will be feeling like at the Last Day before Father; having spent so much time and careful preparation in developing a line of defense to win a known impending Judgment, but it was all for naught as one tiny little invisible contract I had no knowledge of nullified my entire array of Tort Law arguments, up and down the line. I have some compassionate

remorse for those poor Gremlins, as I know what they are going to be up against at the Last Day, and it isn't very pleasant. And just as I have no recourse to the Patriot clowns I listened to who exaggerated the legal significance of the Driver's License as being "the contract", so too will the world's Gremlins have absolutely no recourse to seek a redress from their mentor, Lucifer, who is now also leading them astray for the identical same reason: Important factual knowledge is being withheld from the Gremlins on the existence of an invisible Contract in effect with Father from the First Estate, which nullifies their Tort defense arguments and damages vitiation justifications. After I subtracted out my Tort Law related arguments that the invisible Highway use contract nullified, only a handful of procedural errors still remained (at that pre-Trial stage); I also had an interesting administrative estoppel, and also a strong automatic conviction reversal on the Counsel issue, but none of these were *on point* to the *Right to Travel* question itself that I had been juiced up to argue on Appeal.

Unlike Tax Protestors, I have no interest in trying to argue Rights and numerous procedural deficiencies, while coming up to the appellate courts on the left side of the factual issue: Because the most important element of your defense is the factual setting, and that instant factual setting favored the Prince, as viewed from a judicial perspective: Multiple invisible contracts were in effect that I had no knowledge of. As I will explain later, when I used that Government Highway, I had accepted a special benefit that the New York Prince had conditionally offered to me -- offered with expectations of reciprocity being held by the benefit's donor, and so now an invisible contract was actually in effect. Unlike Tax Protestors, I am in a teachable state of mind, and so when a judge is trying to explain serious and fundamental error to me (as distinguished from mere philosophical disagreement with my defiance), I listen.

There is wisdom in selective capitulation. For example, like being in a jail processing center and having 6 jail guards on you with choke holds to drag your fingerprints

out of you through your blood, there are some circumstances where your failure to capitulate is to be discouraged. And that Tax Protestor from California I mentioned earlier, being up to his neck in contracts with the King, should have capitulated for his own good; his defense was lousy and his "Recessions" were never filed timely, and so he should have capitulated for that reason alone. Criminal prosecutions are adversary proceedings, and even if you are correct, your failure to explain why to the Court is necessarily fatal, when certain invisible juristic contracts the Judge has already taken *in camera* Judicial Notice of, are *prima facie* Evidence of your taxation liability. Yet, there is a tremendous amount of value to be gained by being "Hardened" experientially, and our willingness to get our feet wet and be prosecuted even though we may be technically wrong for different reasons, will later prove to be to our advantage; as the Bolshevized threats of future Kings to pay or else be incarcerated, while shocking everyone else into submission, will fall on our death ears.

For people like Armen Condo and Irwin Schiff, who have such strong political feelings against the King, this internal bias of their's is obscuring their own practical judgment. So correctly understood, addressing this Armen Condo/Irwin Schiff manifestation of sloughing off responsibility for their acts and relative state of factual knowledge onto third parties "... it's the King who's wrong, not me," more important than the problem of exercising judgment on a limited slice of the available facts, is the problem of they're not being in a teachable state of mind. When I sent Armen Condo that Letter, his reaction was to quickly toss it aside in the context of oral derogatory characterizations. Someone else found it and pulled out of it things Armen Condo saw, but never read. So the distinction between Armen Condo and the other fellow was that one was in a teachable state of mind, and Armen Condo wasn't. As a Judge, I could overlook ignorance when the now enlightened Defendants wants to remedy his prior misdeeds (negating the *corpus delicti* question of damages), but a non-teachable *person* gets committed to a cage: His own worst enemy isn't the King, it's himself.

[18]

It is very much highly moral and proper for the Judiciary of the United States to forcibly extract a 1040 out of Taxpayers: Because the mandatory disclosure of information in a 1040 is identical to the disclosure of information that is routinely extracted out of adversaries in civil litigation (called "Discovery");[19] and in a King's Commerce setting, where the Taxpayer experienced financial enrichment and Federal Benefits in the context of reciprocity being expected, the Taxpayer and the King are in a Contractual relationship where Tort Law Principles of fairness and privacy are not even relevant.

One of the reasons why the circumstances surrounding the initial execution of a contract, the contract's existential *raison d'etre*, of any contract in Commerce is important is because the judicial enforceability of the contract drops a notch or two into another Status altogether if the deficiency element of either party never having experienced any benefit from that contract surfaces during a grievance as an attack strategy. This requirement of experiencing a benefit is very important in American jurisprudence, and properly so, since it is immoral and unethical to hold a contract against a person he received no benefit or gain from. In this case of entering into bank account contracts, could someone please show me how any person could possibly have a checking account or a bank loan, or any type of credit or depository relationship with a bank, and not experience a hard tangible financial benefit? This places Judges in a difficult position in that if they simply toss aside and annul contracts because one of the parties involved doesn't feel like honoring some uncomfortable terms the contract now calls for, but that same nonchalant party does not want to give up or return any of the financial benefits they experienced under the life of the contract, then by examining the prospective consequences of potential annulment, we find that the Judge is actually in a difficult moral position for not enforcing the contract: Because the nonchalant party gets away with the illicit retention of hard financial gain they experienced through

the operation of the contract -- if that prosecution ever gets dismissed.

This is a contributing reason as to why Federal Magistrates come down so hard on, and so openly, brazenly, and freely snort at "Tax Protestors," so called, (and with so little concern for their being reversed on appeal), who are dragged into their Court by the King's Agents on an administrative contract enforcement action -- *Willful Failure to File*: Because a Commercial contract was in effect, the Judge knows that the Defendant has experienced financial gain from that contract, and that now letting the Defendant out of the contract is immoral.[20]

But be advised that nothing I have said so far relates at all to the liability for the payment of the Excise Tax on personal incomes (the so-called Income Tax). Even though the Income Tax is an Excise Tax, it is also a Franchise Tax and several other things. This is why Federal Judges openly snort at folks making a defense to the Income Tax, so-called, or its administrative mandates in Title 26, based on deficiencies claimed from its Commercial Excise Tax application perspective. In Federal Appellate Circuit Courts, attorneys who argue the "Income Tax is an Excise Tax" line for the clients are sometimes fined. What those lawyers do not concern themselves with is that although the Income Tax has been characterized on occasion by Federal Courts has being an *Excise Tax* in reported opinions, such a characterization is not exclusive; additionally, the meaning of just what an *Excise Tax* is has been organically enlarged over the centuries. Your arguments, documenting the deficiencies in the Income Tax as an Excise Tax as applied to your client, are only valid and legitimate, if and only if, your client has previously cut and terminated all other adhesive attachments of King's Equity Jurisdiction, of which the Citizenship Contract is an important item, so that the only remaining disputed area of Equity Jurisdiction left over involves questions of voluntary entrance into Interstate Commerce, an area of Law very much appropriate for an Excise Tax. Then, and only then, do your arguments get addressed by Federal Magistrates. But such a pure and lily white person

is extremely rare today, and such a pure and clean rescission out away from King's Equity is a tactically difficult thing to do, even when you are planning it in advance and are trying to do it. If your client has other attachments of Equity Jurisdiction on his Person, and you lawyers argue Excise Tax deficiencies on Appeal, then without even addressing the substance of your Excise Tax deficiencies, your arguments are patently stupid on their face: Because you have only told the Federal Court somewhere between 3% to 8% of what they need to hear. What about the other 95%? What about the other attachments of Equity Jurisdiction the King has on your client? What about them? Why are you silent on those attachments?[21]

Those rubbery little lawyers, stealing money from their clients in the form of an advisory fee, are in the same sinking boat that many Patriots are in: They look for deficiencies in the King's Charter and in his statutory *Lex*, rather than explaining error to the clients. But they are out for his money, and his best interests are the last thing that lawyers concern themselves with -- but what is really sad is that lawyer's do not even know the Law they fraudulently purport to be schooled in.[22]

Patriot arguments on the Federal Reserve System and its circulating Notes are in a very similar situation: Because the Congress has more than just the *gold and silver coin clause* of Article I, Section 8 as its source of jurisdictional authority to create the Federal Reserve, so now Patriot money arguments that attack only Article I, Sections 8 and 10 are extremely deficient in substance on their face without any detailed examination into their merits, and this is true even though your Article I, Section 8 arguments are technically accurate, of and by themselves. So arguing the monetary disabilities inherent in the *Gold and Silver Coin Clause*, like arguing the Income Tax/Excise Tax line, is only a very small piece of the argument pie that Federal Judges need to hear; and after you have heard a larger story of the King's Taxing Pie in this Letter, you may very well realize that you cannot correctly argue certain favorite Patriot defense lines, and that Federal Judges are not Fifth Column

moronic Commie Pinkos many folks out there want to think that they are. The Income Tax is highly moral, ethical and correct at Law since mere contracts are being enforced, and it is your probing for technical outs, while retaining the benefits you experienced under the King's benefits handout under the contract, that is immoral. In any event, the snickering at Federal Judges that has been going on in Patriot closets and corners for so long, will soon cease. [23]

From the King's perspective, liability for payment of the Income Tax has several dozen independent and non-related points of attachment. For example, if you have so arranged your affairs to fall outside the reach of the King's Interstate Commerce Taxing powers, that does not vitiate your Income Tax liability, as the King can very much tax other types of state created franchises not related to Interstate Commerce and additionally can tax your acceptance of national political benefits, among numerous other things. So I hope you read this Letter from the perspective of having an open mind, and try to understand the broad overall picture involved.[24]

Before listing out some of the more important points of attachment the King has on us to adhesively attach our liability to his proposed Title 26, a general Principle applicable to Equity Relationships needs to be discussed. In these Equity participation arrangements, an obligation for us to pay can arise and be well founded under Natural Law, without any prior written contract to pay having been signed. For example, if someone were to call up his friend, the President of Pan Am Airlines in New York City and make unusual arrangements to lease a jet without any written contract at all, and then start an airline with it, and sometime later you as the leasee defaulted and refused to pay, that Oral Contract is very much enforceable in a contemporary American judicial setting, with only the amount of money damages due remaining disputed. Here in New York State courts, Pam Am, even without a written contract, is entitled to what we call in New York State CPLR (Civil Practice Law and Rules) an *Accelerated Judgment* on the money damages due question. So

I don't have any objection on the policy of the IRS to make their findings of money damages due, under similar chronologically accelerated circumstances, when an attachment of Equity Jurisdiction is present through the acceptance of federal benefits -- this creates an invisible contract. The reason why the King has the right to summarily assess the amount due under unwritten contracts, when you and I might have to have a protracted Trial setting to settle disputed amounts of money, is because the King publishes the terms of his contracts out in the open in his statutes; so such a Public Notice nature of the King's statutes is deemed by Judges to settle the question of the amount of money damages due. So the only question left to the IRS to address is simply whether or not you are a Taxpayer, and properly so. So by reverse reasoning, the only way out of the Income Tax, on grounds harmonious with Natural Law and the United States Supreme Court, is to so arrange your affairs as to preclude the attachment of liability to Title 26 altogether as a non-Taxpayer, not in Commerce, and not a recipient of Federal Benefits, and that is a difficult thing to do, generally speaking. And this hypothetical Oral Contract we entered into with Pam Am is very much enforceable without anything ever having been written own at all: And this is where Patriots mess up most. We have been conditioned to think that *it's what is in writing* that is important, and that when you sign the paper, then that is the contract -- not true at all. Remember that paper, ink, and general literacy are only recent technological developments surfacing in various stages throughout the Middle Ages; the printing press has only been around since the 1400's. How did the Law operate when there was no paper, ink, and no one could write because there was no general literacy? As you will see throughout this Letter, the Law operates on an evidentiary showing that benefits were first offered conditionally, were accepted -- and so that now is the contract.[25]

If the idea of leasing a fleet of jet aircraft, or even just renting a single jet aircraft seems too grandiose an object to relate to, then the Principle of liability discussed in the Oral Contract Pam Am jet leasing example can be factually re-presented with a simple, common

everyday example. Suppose you searched through the Yellow Pages, found a roofing contractor listed therein, and then invited the contractor over to your home for an inspection and a bid. The contractor makes an appearance at your house and quotes you a price and a starting date, which you approve of, and so now the contractor goes ahead and lays down a new layer of shingles over your existing shingles. Let's say that you are a cheap deadbeat, and you are trying to get a new roof laid on your home for nothing. After the work is finished you now refuse to pay, rationalizing to yourself that since the "... dumb contractor didn't ask me fer no contract, I don't owe him nutin'."

Just like Highway Contract Protestors, who propagate lawfully defective advisory information to the effect that where there is no written Driver's License in effect, then there is no contract in effect; as the owner of the house you convince yourself that since that *seemingly dumb* roofing contractor never got a written contract out of you, that therefore there is no contract in effect. Your thinking was that you have succeeded in pulling a fast one over on the contractor (because the *dumb* contractor when right ahead and did the work anyway without any written contract in effect).

> Question: Does the contractor need any written contract on you to collect his money by Court action?
>
> Answer: No, absolutely not.

A typical procedure the contractor would use to get his money out of you would be to file a *Mechanic's Lien* on your property, and then start an action to perfect Judgment against you, possibly limited to an *in rem* proceeding in some states, and thence to initiate a foreclosure action on his Lien. Whatever deficiency he fails to acquired on the forced Referee's Sale of your house, he can take on any other asset you own (if his judgment was *in personam*).

Yet, during Court proceedings, no written contract was ever presented to the Judge to prove that a contract existed. So where do Judges get off on the idea that a contract is in effect, just somehow? The reason why an invisible contract was in effect is because you had accepted the benefits that the roofing contractor had offered to you, conditionally. This means that the contractor offered you the benefit of a new layer of asphalt, subject to the condition that a set sum of money be transferred over to him on his completion of the benefit. So the homeowner accepted benefits where reciprocity was expected in the mind of the benefit's contributor (and the roofing contractor is the person contributing the benefits of a new roof to that contract). So even though no written statement of the contract was ever created by either party, the contractor very much gets a judgment against you as the homeowner, and also gets to foreclose on your house, as well. And all of that takes place very much in close harmony with Nature -- and nothing was ever signed, and nothing was ever written down. Yet, according to Protestor liability standards, no contract was in effect -- but the Protestors are seriously in error and are incorrect. But by the end of this Letter, you will see that there is an identical relationship in effect between cheap home owning deadbeats who refuse to pay contractors for benefits accepted, and numerous Highway Contract Protestors and Income Tax Protestors out there, who think that they are being politically cute, somehow, by refusing to return the reciprocity that an invisible contract they entered into calls for. Yes, you Protestors are deceiving only yourselves by believing that unless the contract is in writing, that it is unenforceable or otherwise nonexistent. After reading to the end of this Letter, I might suggest that you come back to this area and reread this exemplary presentation, as it will trigger close parallels in your imagination between cheap people, trying to get a new roof for nothing, and Tax Protestors you are possibly acquainted with, who also refuse to reciprocate and pay for benefits that were previously accepted.

Yes, the Law operates out in the practical setting, and not on paper, and you Highway Contract Protestors are

really missing the boat.[26]

So, do we really need a written contract on someone in order to bring them to their knees? The answer is, no: No written contract is required by any one in order to work someone else into an immoral position on the default of non-payment of money or some other technical contract requirement, just like Pan Am did to us in the oral jet lease example, and just like the roofing contractor did to the homeowner. No written statement of the contract is now necessary in the United States, or ever was necessary, going clear back in chronology to the Garden of Eden.[27]

However, in order to perfect judicial contract enforcement, it is required that you adduce evidence that a benefit was accepted by the other party against whom you are moving, and additionally, that the other party wanted to experience the benefit that you offered to them conditionally. This is a key Equity Jurisdiction Principle to understand in defining a relationship with your regional Prince; because the Prince does not need any individually negotiated, custom written contract from anyone in order to rightfully and properly extract money out of them in a civil extraction proceeding, or otherwise assert a Regulatory Jurisdiction against them out o those highways; Like the Prince, the King also has his written *prior notice* and *public notice* statutes to point to, and so all the King now needs to do is to adduce some evidence that you experienced a benefit the King offered, and it then becomes unethical for the Federal Magistrate to work an immoral Tort on the King by restraining the unjust enrichment by the acceptance of the King's benefits. Do you see what a difficult position a clever King has worked Judges into -- anyway the Judge rules in your favor, on the merits of the case, is to defile the Judge.

Question: Did the jet's leasee want to lease the jet and experience a benefit by using Pam Am's jet? Certainly. The idea of wanting a benefit is an important one, since if a benefit is forced on a party who objects, the benefit then becomes a gift and no reciprocating obligation arises to pay for the benefit, even if the benefit is experienced by

the default of the Grantee to take the benefit back. This *Benefit Acceptance Doctrine* applies to both tangible as well as intangible benefits. The King's Scribes in the Congress, who write the King's *lex*, addressed this same question by way of an analogy in 1970 with an amendment to the U.S. Postal Statutes regarding the mailing of unordered merchandise.[28]

So, in Equity Relationships where contracts govern, no formal written contract is necessary to work someone else into an immoral position on their deficiency of *quid pro quo* reciprocity through the nonpayment of money to you. And when the King is a party to an unwritten and invisible contract, otherwise disputed factual setting arguments surrounding the *amount of money due* question are not applicable (when the King is a party), due to the prior *Public Notice* effect of his statutes (and therefore Persons entering into Equity Relationships with the King have already consented to the *Amount of Money Due* terms). If anyone ever tells you that our King is dim witted or dumb, get rid of such a person but quick.[29]

So although written contracts are not that important, of and by themselves, in terms of attaching and detaching liability, however without written statements of the contracts being signed by the parties, it is then required that expensive and protracted trial litigation be conducted just to prove the content of the contract -- since the other party in default will always just lie about it and deny liability, and you in turn then have to "over prove" the other party's lie (called the *Preponderance of the Evidence*). You avoid all of that protracted mess (assuming that you want to win) by simply getting the other party to make written admissions as to the content of the contract, and then you can deal with the enforcement of that contract at a later time in chronologically accelerated Summary Judgment Proceedings (meaning just brief *Law and Motion* Hearings). So it is for the economy of the contract's judicial enforcement that the written statement of the contract then becomes important: For economical reasons, by being able to

present the Judge with a non-disputed factual setting through written admissions, and thereby avoid the cost, expense, and delay of a trial, and of avoiding the financial cost of calling in witnesses to over prove the position of your adversary, since in civil grievances, the party possessing the *Preponderance of Evidence* prevails).

Mindful of that government Principle hanging in the background, we will now consider the following points of attachment of King's Equity Jurisdiction on us all...

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[1] In the Slip Opinion to *United States vs. Paul Campo* (2nd Circuit, Decided October 1, 1984, Docket #83-1370), a Manhattan Discotheque called "The Funhouse", which was not physically involved in Interstate Commerce (since when does walking into a business down the street in New York City mean crossing state lines?), became a business legally involved in Interstate Commerce by virtue of bank account contracts in effect with the King, and once the bank account relationship was established between the King and The Funhouse, as Mr. Campo's Commercial *alter ego*, criminal liability for penal statues in Title 18, otherwise restricted to participants in Interstate Commerce, then attached, and the end result being that Mr. Campo was convicted of violating the *Hobbs Act* (Title 18, Section 1951). [return]

[2] "The Constitution has been remarkable for the felicity of its arrangement of different subjects, and the perspicuity and appropriateness of the language it uses [meaning the quality of clarity in meaning and understanding of ideas]." - *Dred Scott vs. Sandford*, 60 U. S. 393, at 439 (1856).

Although that is true, nevertheless, Clauses governing Commercial contracts are excluded from its language, and hence, the Commercial Contract is excluded from the reach of its restraining Congressional mandates; with the result being that Commercial Contracts operate on their strata

free from Constitutional supervision, and the Constitution cannot be used as a tool by either party to try and overrule, out maneuver, or otherwise weasel out of a Commercial Contract. [return]

[3] What is their applicability to the factual settings of today?

> "Time works changes, brings into existence new conditions and purposes. Therefore, a principle to be vital must be capable of wider application than the mischief which gave its birth. This is particularly true of constitutions. They are not ephemeral enactments, designed to meet passing occasions. They are, to use the words of Chief Justice John Marshall, `designed to approach immortality as nearly as human institutions can approach it.' The future is their care and provision for events of good and bad tendencies of which no prophesy can be made. In the application of a constitution, therefore, our contemplation cannot be only of what has been, but of what may be." - *Weems vs. United States*, 217 U.S. 349, at 373 (1910). [return]

[4] "It is a familiar fact that in every English speaking community the body of law is divided into two portions: First, the so-called judgemade law, which is to be found in records and reports of the decisions and sayings of judicial officers; and second, the statute law, which consists of enactments by Parliaments, Congresses, or Legislatures, together with executive regulations and municipal ordinances adopted under powers lawfully delegated by legislative authority. According to the theory of English jurisprudence, the so-called judgemade law was not made by the judges at all, but existed, although not written, as the ancient and general custom of the English speaking people, and in the shape of ethical rules which they had tacitly recognized and adopted; but the authoritative evidence of such a custom was the decision of a court, and by the *Doctrine of Stare Decisis*, such a decision when once made became Conclusive Evidence

-- conclusive within the territorial jurisdiction of the court until overruled by some higher tribunal -- conclusively establishing the existence of some rule which thereafter could not be changed except by legislative enactment.

> "This judgemade law has been called by its admirers the perfection of human reason; and theoretically there is no other good method equally efficacious of finding out what is the true rule of law applicable to any given state of things. It may be well to analyze the theory of judgemade law and to recall to mind the reason why it is theoretically superior to the work of the wisest legal philosopher, in order that we may realize more clearly why the theory is becoming less and less justified by the practical results." - Edwin Whitney in *the Doctrine of Stare Decisis*, 3 Michigan Law Review 89, at 91 (1904). [return]

[5] "Much of our law is not expressed in statutory form. Important parts of almost all subjects, and all, or nearly all, of the law on many subjects is expressed with binding authority only in the recorded decisions of the courts. When a case is presented to a court for a decision, prior decisions in cases involving more or less similar questions are precedents from which rules for the guidance of the court may possibly be derived. A rule thus repeatedly recognized through its frequent application by the courts becomes a principle of the common law. The greater the number, variety and importance of the transactions to which a principle applies, the more fundamental the principle. The decisions of the courts as a source of law are not confined to subjects on which no legislative provision exists. It is true that a statute may so minutely describe all the situations to which it applies that the courts have no other duty in connection with its application than to ascertain the facts of the case alleged to come under its provisions. The great bulk of our statutory law, however, is not of this character. Practically all statutes relating to substantive law

contain one or more provisions sufficiently general to raise a doubt as to their proper application in some cases. Such a doubt can be resolved only by the decision of the courts." - *Report of the Committee on the Establishment of a Permanent Organization for Improvement of the Law Proposing the Establishment of an American Law Institute*, at 66, dated February 23, 1923 in Washington, D. C. [American Law Institute Library, Philadelphia]. [return]

[6] Just what factors do come into play to mold, influence, shape and direct the judgment exercised by a judge has been a subject of considerable thought by numerous authors. See a composite blend of numerous authors writing their views in *Science of Legal Method* [The Boston Book Company, Boston, Massachusetts (1917)], discussing such various topics as "Judicial Freedom in Decisions" [which is not permitted in France] and its Principles, necessity, method, and equity. Jerome Frank also once wrote a lengthy book entitled *Law and the Modern Mind* [Coward McCann, New York (1935)] explaining the many influences at work when Judges write an Opinion. Even hunches enter into judicial decisions -- see Joseph Hutcheson in *the Judgment Intuitive: the Function of the `Hunch' in Judicial Decisions*, 14 Cornell Law Quarterly 274 (1929). [return]

[7] "The principles of the common law are developed by the slow process of judicial decision. The power that makes may modify and hence the common law has a flexibility which the statute law does not possess. A court may consider all facts of a case with a view to recognizing in any one or more of them a just cause for an exception to a previously recognized principle. Some uncertainty in the ramifications of the common law is therefore inevitable. It would exist although there was general agreement on clearly expressed fundamental principles, but the possible uncertainty is increased because unfortunately no such general agreement exists. It is not the duty of our courts to set forth the principles of the common law in an orderly manner, or even to express or explain them, except in connection with the application of one or more of them

to the decision of a particular case. To obtain even an approximation to such an agreement on fundamental principles these would have to be set forth by public authority or by an agency commanding the respect and attention of the courts. There is no such agency, and this lack of general agreement on fundamental principles is the most important cause of uncertainty in the law." - *Report of the Committee on the Establishment of a Permanent Organization for Improvement of the Law Proposing the Establishment of an American Law Institute*, at 68, dated February 23, 1923 in Washington, D.C. [American Law Institute Library, Philadelphia]. [return]

[8] People who sign contracts have a duty to read the content of the contract. For a legal commentary on this subject of Contract Law, see *A Duty to Read -- A Changing Concep*t, in 43 Fordham Law Review, at 341 (1974). [return]

[9] The Patriot community isn't the only place where clowns are to be found; some like to convey the image that their intellectual status carries weight, like Professor Raoul Berger of Harvard University, who wrote *Government by Judiciary: the Transformation of the Fourteenth Amendment* [Harvard University Press, 1977]. He writes how the Supreme Court has departed from the Framer's original intentions of 1787 through the 14th Amendment, and he attacks the Supreme Court as being "... A grave threat to American Democracy" -- Not a surprising conclusionary Statement for an *Intelligentsia* clown to make, since his point of beginning was also defective: The United States was designed by our Fathers to be a Republic, not a Democracy, and the Supreme Court is not responsible for the enactment of those *after Ten* Amendments which turned everything upside down [I will discuss later on that it was known, for example, before the Ratification of the 14th Amendment, that its impending enactment would very much create precisely these Federal-State power reversals that Raoul Berger incorrectly throws causality invectives at the Supreme Court institutionally, rather than at the 14th Amendment, which the Supreme Court was not responsible for ratification]. [return]

[10] Considerably study has been given to the motivation, drive, and giblet cracking behavioral incentives that trigger some police to make an arrest and create damages, where other people simply turn around and walk away from it -- seeing no damages, they create none in response. See a research article by Goldstein entitled *Police Discretion Not to Invoke the Criminal Process*, 69 Yale Law Journal 543 (1960). [return]

[11] The police have a long history of getting huffy with folks. Back in the days of Colonial America, they were sometimes known as the *Inspectorate*, with Inspectors who secured compliance with the law by regulating a host of environmental and social situations and exchanges. For example, there were Inspectors of chimneys who claimed to have the right to enter into any house and determine whether or not a chimney was made of wood; there were Inspectors to check for the presence of pigs in the streets; and there were Inspectors to oversee the compliance of market commodities, weights, and measures with applicable standards. Among the general powers held by Inspectors were those to license, exact compliance, apprehend, enter private places without prior notice, and serve public notice. It was not uncommon to have several dozen such Inspectors in small communities, prowling around looking for something heinous to throw a prosecution at. Later on, these Inspectorial, Watch, and Constabulary functions were merged to form Police Departments in the 1800's. Over a period of time, municipal governments separated these functions, with the Watch and Constabulary functions becoming the task of police patrol; and the administrative Inspectorial functions being transferred to specialized departments or agencies of municipalities. For a detail study of the *Inspectorate* in Colonial America and of the origins of the first police departments in the United States, see S. Bacon's Ph.D. dissertation at Yale University, entitled *The Early Development of American Municipal Police: A Study of the Evolution of Formal Controls in a Changing Society* (1939). [return]

[12] What is called the *Mutt and Jeff* technique by the Supreme Court is a criminal interrogation procedure commonly used whereby the police will present a pair of policemen -- both a friendly and an unfriendly type -- to interrogate the suspect. In my case, after the tough cookie lieutenant realized that his blowing his top was not going to trigger my consent, next they sent over a *very nice* and smooth Sheriff's Deputy -- who just wanted to be so nice and friendly and passive about the whole thing, that he would keep that hot head lieutenant at bay and off my back if *he* could just search my trunk. Well, they finally gave up and stopped asking for my consent altogether to search the trunk when I told Mr. Nice Guy that the consent they sought would not be forthcoming regardless of who they sent over to talk to me. So a *Mutt and Jeff* tactic is where the police will present to someone two opposite and contrasting personality extremes, in order to trigger the desired admission/confession/ consent, etc. In describing the *Mutt and Jeff* tactic that the police love to use, in the application of its use during interrogations, the Supreme Court has said that:

> "... in this technique, two agents are employed. Mutt, the relentless investigator, who knows the subject is guilty and is not going to waste any time. He's sent a dozen men away for this crime and he's going to send the subject away for the full term. Jeff, on the other hand, is obviously a kindhearted man. He has a family himself. He has a brother who was involved in a little scrape like this. He disapproves of Mutt and his tactics and will arrange to get him off the case if the subject will cooperate. He can't hold Mutt off for very long. The subject would be wise to make a quick decision. The technique is applied by having both investigators present while Mutt acts out his role. Jeff may stand by quietly and demur at some of Mutt's tactics. When Jeff makes his plea for cooperation, Mutt is not present in the room." - *Miranda vs. Arizona*, 384 U.S. 436, at 452 (1965). [return]

[13] Research on the decision making process by police to arrest or not arrest [or in my case, to intensify or not intensify the arrest scene] typically centers around the:

> "... social organization of arrest, especially how upon situational elements, such as the deference and social position of the suspect towards police, the preference of the complainant for arrest, and the social position of the suspect, affect the decision..." - Albert Reiss in *Consequence of Compliance and Deterrence of Law Enforcement for the Exercise of Police Discretion*, 47 Law and Contemporary Problems 83, at 86 (Autumn, 1984).

In the old days, the emphasis of the *Inspectorate* had always been preventative in nature, i.e., that of generating compliance with the Law. The known policy objectives back then were to protect the public from unscrupulous criminal adventurers, to develop public trust, and to facilitate the flow of Commercial activities. Unlike today, the *Inspectorate's* job then was not that of filling jails (which were then few in number), but of preventing Tort violation by controlling and ordering relational standards among people.

Initially, the power of police officers to arrest on their own authority was limited to matters committed in their presence and to the execution of Warrants to arrest. The reverse has gradually become to be the case nowadays. With the emergence and extension of the doctrine of arrest on *Probable Cause*, the discretionary power of the police was expanded, and so as a result, the apprehension of criminals came to dominate the organizational police department mandate. With this objective in view, now the focus of police practice training shifted to conform to this exaggerated emphasis on arrest. Even today, little official attention is given to the following facts:

> 1. That the ordinary police officer on patrol infrequently makes an arrest in his daily duty

> [*A Rand New York* study reported an average arrest productivity of .22 Index crime arrests per man month for uniformed patrol, and .86 Index for detective's work. See P. Greenwood in *An Analysis of the Apprehension Activities of the New York City Police Departmen*t, at 49 (Rand New York Institute, 1970)];
>
> 2. Citizen reporting, and leads originating from Citizens reporting illicit behavior, accounts for the large majority of all arrests by patrol officers [A. Reiss in *The Police and the Public*, at 84 et seq. (1971].

In short, the principle business of American policing is now the enforcement of Criminal Laws by detecting statutory infractions (of which few infractions actually require the factual presence of damages) and apprehending the offenders, who are then thrown at the criminal justice machinery for some indeterminate *cracking*. This contemporary Criminal Law now treats our Father's old values of peacekeeping and other order-maintenance functions as unimportant residual matters [a quiescent state of affairs a typical American police commander would probably snort at today as being patently unfeasible]. See generally, W. Spelman & D. Brown in *Calling the Police: Citizen Reporting of Serious Crime* (Police Executive Research Forum, 1981). [return]

[14] Uttering salty frustrations is something that the police are very well acquainted with, as their progenitors in ancient Rome also got their cookies turned over by ventilating the unsavory expressions of the vilest slang then floating around Rome:

> "In the reign of Augustus, when Rome had a population of nearly a million, there was a police force of seven thousand men, with a commissioner, inspectors, captains, and lieutenants. Their twenty-one station houses were carefully distributed over the whole area of Rome. One of these old time stations was

> exhumed in 1868, and the remains of it show that the Roman police were well-housed and cared for. They had a fine building of marble and brick, with baths, a gymnasium, and a lounging-place for "reserves" who were not actually on patrol duty.
>
> "A peculiar interest attaches to this station house, because on its walls there still remain the jests and comments which the policemen scratched there when off duty. Many of the inscriptions seem very modern, for they are sometimes criticisms of those who were `high up' -- sometimes even of the Emperor -- and they are often couched in slang, or in language that is viler still." - Richard Kemp in *Munsey's Magazine*, at page 441 ["The Evolution of the Police"] (July, 1910). [return]

[15] This time, the Sheriff's bouncers were passively respectful of the Law, although they are not always so. The study of naked law breaking by the police is an art in itself; for an analysis of their sneaky circumvention of the *Exclusionary Rule*, see J. Skolnick in *Justice Without Trial: Law Enforcement in Democratic Society* (1960) and Stinchocombe in *Institutions of Privacy in the Determination of Police Administrative Practice*, 69 American Justice Society 150 (1963). For their circumvention of suspect interrogation rules, see Reiss & Black in *Interrogation and the Criminal Process*, 347 Annals 47 (1967). For an examination of the illegal use of police force in general, see *Reiss in Police Brutality -- Answers to Key Questions*, 5 Transaction 2, at 10 to 19 (July/August, 1968). The general conclusion they reach collectively through their protracted intellectualizing is an obvious one: That the police are motivated in part by stimulation originating from the suspect, which stimulation can be either negative or positive in nature; and they are also motivated in part by the specificity and intensity of instructions to *crack*, by departmental management. [return]

[16] Criminal Magistrates want very much for you to have Counsel, as the mere lack of Counsel bars them incarcerating accused Persons. Frequently, I will refer to Magistrates ruling over chronologically compressed criminal ceremonies as *Star Chambers*; this characterization I merely borrowed from the Supreme Court, as they annulled a criminal conviction where Counsel was forced on an unwilling Defendant:

> "The Sixth Amendment, when naturally read, thus implies a right of self-representation. This reading is reinforced by the Amendment's roots in English legal history.
>
> "In the long history of British criminal jurisprudence, there was only one tribunal that ever adopted a practice of forcing counsel upon an unwilling defendant in a criminal proceeding. The tribunal was the Star Chamber. That curious institution, which flourished in the late 16th and early 17th Centuries, was of mixed executive and judicial character, and characteristically departed from common law traditions. For these reasons, and because it specialized in trying "political" offenses, the Star Chamber has for centuries symbolized disregard for basic individual rights. The Star Chamber Court not merely allowed but required defendants to have counsel. The defendant's answer to an Indictment was not accepted unless it was signed by counsel. When counsel refused to sign the answer, for whatever reason, the defendant was considered to have confessed." - *Faretta vs. California*, 422 U.S. 806, at 821 (1975).

Yet, there are writers that try and create the image that the King's *Star Chamber*, along with its torture and dismemberment on political dissidents, really wasn't all that bad [see *Star Chamber Mythology* by Thomas Barnes in 5 American Journal of Legal History, at 1 (January, 1961)]; a stratagem of *Intellectual Containment* by rewriting

history that Gremlins are well acquainted with in other textual settings. [return]

[17] Asking the right question is a real art in itself, and very serious art at that: It is literally a matter of life and death, not just in this World, but even more so in the impending Third Estate as well. In 1949, the Supreme Court was asked a question: Did the refusal of the Trial Judge presiding over a murder conviction violate *Due Process* when the Judge relied on information at the Sentencing Hearing (after the Defendant was convicted by the Jury), whom the Defendant could neither confront nor cross-examine. The Supreme Court ruled that the 5th Amendment's *Due Process Clause* applied to criminal prosecutions up until the time of conviction; therefore, sentence of death affirmed -- go get executed. [See *Williams vs. New York*, 337 U.S. 241 (1949) (After a Jury convicts, the Judge is free to impose any Sentence within statutory guidelines, and the Judge is free to draw upon any information he feels like to make his decisions, such as previous convictions, etc.)]. For asking the wrong question, Williams got the electric chair.

> ... In 1976, the Supreme Court was asked the question whether the mandatory death sentence imposed by the North Carolina legislature violated the Eighth Amendment's prohibition against *Cruel and Unusual Punishment*, the answer came back: Yes, it did. For asking the right question, sentence of death reversed; no execution here. [See *Woodson vs. North Carolina*, 428 U.S. 280 (1978)]. [return]

[18] You and I, Mr. May, have an interest in being concerned about this since the sentencing of Irwin Schiff earlier this month in Hartford, Connecticut, to 3 years incarceration based on technical violations of his bank account contracts he adamantly refuses to get rid of, gives outsiders very strong impressions that this Movement is either illegal or unfeasible, and probably both.

[In December of 1982, the IRS seized a large amount of money out of Irwin Schiff's bank accounts. Mr. Schiff then discussed his seizure and its secondary ramifications in a monthly publication he was editing at the time, called *The Schiff Report*.]

As for the public, the general attitude of outsiders is that if the kingpin of tax resistance research, Irwin Schiff himself, is unable to keep himself out of the King's Dungeon, then there just must not be too much substance to our philosophical position.

It has always been difficult for folks on the outside to relate well to others who were being criminally prosecuted for political reasons. Last month, Irwin Schiff was being prosecuted under an infracted contract; Irwin Schiff had been selected for prosecution by reason of his high political profile. The significance of Mr. Schiff's taxation contract with the King that was presented to the Federal Judge was an elusive item for Irwin Schiff to come to grips with, as he dismissed for naught the advisories to *Get Rid of Those Contracts*, that were given to him by sympathizers I know of. The significance of those contracts was invisible to him. Like Tax Protestors, Latter-day Saints have had a long and unpleasant background in being prosecuted by Governments as well. When Brigham Young left Nauvoo, Illinois in 1846 to escape incredible persecution, and started the long march out to the Salt Lake City Valley, they actually fled the United States, as Utah was the Territory of Mexico at that time. Those folks who are indifferent to the easy use of Juristic Institutions as instruments of harassment and persecution, typically speak unfavorable comments about those who sympathize with the persecuted:

> "What this deluded people may do with their prophet, priest, and king, an unwilling prisoner in the hands of the law, no man can foretell. I only witness and record such bitter hatred of their rulers, such fierce invectives against the Government under which they live, and such muttered threats of coming retribution against

> whom they deem their oppressors as I have never witnessed before." - A writer for the *New York Times* ["Brigham Young in Court"], page 1 (January 14, 1872).

Many folks snickered at Irwin Schiff for this tax protesting while reading about him in the papers [as technically incorrect as his protesting was], but like Brigham Young, Irwin Schiff will one day *Open His Eyes* and look back on his commitment to a Federal cage under an infracted contract for that it really was, and be ever grateful that the seriousness of invisible contracts was driven into him, as he goes forth to inherit and preside over *Worlds Without End*, leaving those who vindictively snickered to fall behind as they continue on with their attractive behavioral justifications sounding in Tort. Irwin Schiff is a great man in many ways, and those who are great have much to do, so some dimension of error will always surface here and there for others to find fault with:

> "He that has much to do will do some things wrong, and of that wrong must suffer the consequences; and if it were possible that he should always act rightly, yet when such numbers are to judge his conduct, the bad will censure and obstruct him by malevolence, and the good sometimes by mistake." - Samuel Johnson, as quoted by the editors of the *New York City Directory*, inside front cover [John Trow Publisher, New York (May 1, 1864) {New York Historical Society, *Library*, New York City}. [return]

[19] In a really pathetic status Case where manifold contracts governed, the Supreme Court ruled that the Congress has the Common Law right, in an income tax collection setting, to force Citizens to produce testimonial and other evidentiary goodies against their will and over their objection, even though no explicit Congressional statutes specifically authorized the

evidentiary grab. See *United States vs. Harvey Euge* [444 U. S. 707 (1980)]. Mr. Euge was up to his neck in Citizenship and multiple Commercial contracting instruments like bank accounts, which to him were invisible since he did not understand their significance in the impending judgment setting; and so like a Gremlin at the Last Judgment Day before Father, Harvey Euge turned to the Judiciary appealing for rights, justice, and fairness -- only to find his arguments falling on death ears. Harvey Euge I feel sorry for, but I resent his lawyers who took his money and did not enlighten Harvey on his error. [return]

[20] Some folks reading that Armen Condo Letter have been surprised that the Federal Judge already had a copy of Armen's bank accounts in front of him, while Armen was throwing his foolish Tort Law arguments, in the form of Constitutional pronouncements, at the Federal Judge; and in fact the Judge also had Armen's bank accounts even before the prosecution even started. This should not really have surprised anyone, since in all criminal prosecutions in the United States, in all political jurisdictions, both state and Federal, from murder to rape to check forgery to bombing a Federal building, there is always a preliminary examination of the evidence the prosecuting attorneys want to use. This examination normally takes place in the Judge's Chambers (called an *in camera* examination), at the time the Judge is requested to consider signing the Bench Warrant/Arrest Warrant/Criminal Summons. The examination determines if there is enough valid evidence to bind the Defendant over for Trial. Quite often there is a second examination hearing in open court (called a Preliminary Examination even though it is the second evidentiary examination for the Judge) that is like a mini-Trial, particularly with felonies, with the Defendant present in open court in adversary proceedings. For a mentioning of the practice of the IRS (through the personality of the local United States Attorney) to adduce evidence of that *person's* entry into Interstate Commerce before the Judge, quietly, *ex parte*, and in an *in camera* meeting, in advance of the issuance of the criminal 7203 Summons, see the unreported Slip Opinion of the Ninth Circuit Court of Appeals, in the *United States vs. Ronald*

Foster, et al., dated November 29, 1977, page 3. (Appeal from the United States District Court for the Central District of California, Number 76-3733).

And it is in those quiet Chambers when the Criminal Summons is signed that the most important "Trial" takes place: Because it is then that the Judge quietly takes Judicial Notice of the fact that you are up to your neck in contracts with the King. [return]

[21] Reason: Because your client is up to his neck in multiple layers of invisible juristic contracts with the King, so multiplicitous that they are difficult to get rid of. And you are being correctly rebuffed by Federal Magistrates when they first snort at, and then toss out, your incomplete and deficient arguments, even though of and by itself, your Excise Tax argument is often technically accurate [Excise Taxes have organically changed in meaning since their appearance in the *Excise Tax Clause* of 1787, and arguments centered around such a 1787 meaning are now incorrect. It would be provident for a federal appellate forum to momentarily stop their snortations when dealing with a Tax Protesting action and elucidate well on the growth in the semantic differential in Excise Taxes, by explaining the enlargement in meanings from 1787 to the present]. [return]

[22] The lust for power among contemporary lawyers is impressive; see Doug Brandow in *Throw Lawyers at Them*, Conservative Digest, at 46 (January, 1983).

> "In tribal times, there were the *medicine men*. In the Middle Ages, there were *priests*. Today there are the *lawyers*. For every age, a group of bright boys, learned in their trade and jealous of their learning, who blend technical competence with plain and fancy hocus-pocus to make themselves masters of their fellow men. For every age, a pseudo-intellectual autocracy, guarding the tricks of its trade from the uninitiated, and running, after its own pattern,

> the civilization of its day." - Fred Rodell in *Woe Unto You, Lawyers*, at ix [Reynal & Hitchcock, New York (1939); the title for this book originates in Luke 11:52]

Perhaps we could speak more kindly of lawyers if we had some good authority to do so, but even the Supreme Court has taken cognizance of what they pull off:

> "Due to sloth, inattention, or desire to seize tactical advantage, lawyers have long engaged in dilatory practices... The glacial pace of much litigation breeds frustration with the Federal Courts and ultimately, disrespect for the law." - *Roadway Express vs. Piper*, 447 U.S. 752, at 757 (1982). [return]

[23] By the end of this Letter, several ideas suggesting that error may have been present in the position of Tax Protestors may cause some folks to purge the germ of error out of them before the germ of error finishes its job of eating through them like a canker. This process (of being eaten alive from the inside out over a protracted period of time by behavioral error that continued on uncorrected) was graphically commented upon very dramatically by British author Ian Fleming in another setting, who took case file information from his Employer, British Intelligence, and then skirted the criminal fringes of Britain's *Official Secrets Act* -- sometimes by rearranging the debriefing transcripts of Government agents returning from assignments, and other times by using well known information floating around Government circles internationally (such as the theft of the United States Gold Bullion supply that was once in repository at Fort Knox, in a novel called *Goldfinger*). In another novel called *From Russia, with Love*, Ian Fleming tells us of the canker eating out hit men prowling the countryside in search for someone to kill (who, like Tax Protestors), also need to correct their behavior:

> "A great deal of killing has to be done in the USSR, not because the average Russian is a cruel

> man, although some of their races are among the cruelest in the world, but as an instrument of policy. People who act against the State are enemies of the State, and the State has no room for enemies. There is too much to do for precious time to be allotted to them, and, if they are a persistent nuisance, they get killed. In a country with a population of 200,000,000, you can kill many thousands a year without missing them. If, as happened in the two biggest purges, a million people have to be killed in one year, that is not a grave loss. The serious problem is the shortage of executioners. Executioners have a short `life.' They get tired of work. The soul sickens of it. After ten, twenty, a hundred death rattles, the human being, no matter how sub-human he may be, acquires, perhaps by a process of osmosis with death itself, a germ of death which enters his body and eats him like a canker. Melancholy and drink take him, and a dreadful lassitude [conditions of weariness] which brings a glaze to the eyes and slows up the movements and destroys accuracy. When the employer sees these signs he has no other alternative but to execute the executioner and find another one." - Ian Fleming in *From Russia, with Love*, at 23 [Pan Books Ltd., London (1959); originally published by John Page Ltd., London (1957)].

As we change settings from one where the improvident behavior of spooks and hit men cracking giblets world wide are creating within themselves an accelerated and aggravated loss of that Germ of Deity dwelling within all of us, over to a setting where *unteachable* Tax Protestors are refusing to even entertain the idea, however cautiously, that they themselves may be in error; the same extinguishment of that invisible Divine Germ experienced dramatically by hit men working for Bolshevik Gremlins nestled in Juristic Institutions is also subtly experienced by Tax Protestors incorrectly using deceptively sweet logic, sounding in Tort, to toss aside and ignore the responsibility associated with

uncomfortable juristic contracts containing bitter taxation reciprocity covenants -- because the same defective logic falls over into other unanticipated areas where that incorrect logic surfaces invisibly to govern their reasoning in avoiding taking responsibility for their own Celestial Covenants with Father -- depriving themselves, *inter alia*, of the immediate benefits derived from Celestial Covenants [looking back in hindsight, the loss of those important benefits will be viewed then as having been improvident]. [return]

[24] Just because the King sees things this way does not mean the King is correct, and additionally does not mean that the King cannot be argued around. Any Judge who has had civil *Law and Motion* experience knows that actions where Government is a party are quite frequent, and that Government attorneys are very often off-point in their arguments, excessive in their demands, weak in their knowledge of law, and just as plain wrong as is any other party. I have heard this complaint replicated from state Judges from several jurisdictions in the United States. Virtually all seasoned Judges appreciate the fact that being an attorney for the King or a Prince does not endow such an attorney with supernatural perfection proclivities. [return]

[25] Always view contracts written on paper to represent a *Statement of the Contract*. The reason why what you sign is sometimes important is because the party preparing the papers has included statements in the *statement* that you have accepted a benefit of some kind -- often $1.00 or so -- when in fact no such transfer took place in the practical setting. So by signing those documents, they have extracted from you the written admission to use against you later that you have experienced a benefit from that contract, thus deflecting any Prospective *Failure of Consideration* annulment attack you may try to throw at them at a later time. [return]

[26] "The law necessarily steps in to explain, and construe the stipulations of parties, but never to

supersede, or vary them. A great mass of human transactions depends upon implied contracts, upon contracts, not written, which grow out of the acts of the parties." - Joseph Story in III *Commentaries on the Constitution*, at 249 ["Contracts"] (Cambridge, 1833). [return]

[27] I could have gone back in Time even further, but where does someone draw the line? With Heavenly Father and his Law there is no line to be drawn, since there is no identifiable point of chronological beginning. [return]

[28] Title 39, Section 3009(a) reads that:

> "... the mailing of unordered merchandise... constitutes an unfair trade practice..."

Section 3009(c):

> "Any merchandise mailed in violation of subsection (a)... may be treated as a gift by the recipient, who shall have the right to retain, use, discard, or dispose of it any manner he sees fit without any obligation whatsoever to the sender." [return]

[29] What the King is taking advantage of here are some fellows called *Presumptions*. These little creatures are known to make quick appearances at Trials -- when they surface, go to work in someone's favor on some evidentiary question, and then disappear back into the woodwork again from which they came. *Presumptions* are not evidence itself, but these invisible fellows function in a Courtroom in ways similar to directors and Stage Lights in a drama theater production; by directing some of the sets and actors to turn this way or that, and by throwing different colored lights on objects on the Stage. *Presumptions* change the appearance of the evidence Show that is being presented to the Jury -- and as a result of the different Lighting angles and color hue techniques, the Jury (the Audience) is lead to make certain *Inferences*

and *presumptions* regarding the evidence Show that the Jury is looking at:

> "Presumptions are deductions or conclusions which the law requires the jury to make under certain circumstances, in the absence of evidence in the case which leads the jury to a different or contrary conclusion. A presumption continues to exist only so long as it is not overcome or outweighed by evidence in the case to the contrary; but unless and until so outweighed, the jury should find in accordance with the presumption." - E. Devitt et al., in *Federal Jury Practice and Instructions*, Section 71.04 (2nd Edition, 1970).

As it pertains to Government *Public Notice* statutes, one of These *Presumption* fellows is waiting in the wings, called a *Notice Presumption*. This fellow is waiting for that day when some statute will be thrown at you in a prosecution. When that great day happens, this invisible fellow will suddenly make his appearance in your prosecution, coloring the evidence adjudged in a light unfavorable to any *Lack of Knowledge on Contract Terms* claims you raise at that time; and then having done his work, he will go back into the woodwork and disappear.

There is an extensive body of *Evidentiary Law on Presumptions and Inferences* written down waiting for your intellectual absorption; as a point of beginning, to become acquainted with the *modus operandi* of these slick and invisible hardworking *presumption* fellows, consider:

- Wigmore on *Evidence* [*"Presumptions"*] (1981) [a huge 9 volume set];
- J. Thayer in *Preliminary Treatise on Evidence at Common Law* (1898); [Wigmore and Thayer are extensively quoted by state and Federal judges in all American jurisdictions; when the Congress drafted their new *Federal Rules of Evidence* in 1974, the

opinions of Wigmore and Thayer were predominate in quotations cited by commentators. See the 93rd Congress, 2nd Session, HR 5463 (House) and Serial #2 (Senate)];

- C. McCormick in *Handbook on Evidence* (1954 Edition);
- McBaine in *Presumptions: Are They Evidence?*, 26 California Law Review 519 (1938);
- David Louisell in *Construing Rule 301: Instructing the Jury*..., 63 Virginia Law Review 28 (1977);
- Morgan and Maguire in *Looking Backwards and Forwards at Evidence*, 50 Harvard Law Review 909 (1937);
- 34 L Ed 2nd [*"Presumptions"*];
- Morgan in *Instructing the Jury on Presumptions and Burden of Proof*, 47 Harvard Law Review 59 (1933). The Second Coming of the Savior spells the end of this world for Gremlins (as this is *their* world, in a sense); and like Gremlins, these invisible *presumption* fellow will be raised and brought forth to make their appearance at the Last Judgment Day with Father; but unlike Gremlins, these *presumption* fellows won't need to concern themselves with a double cross by Lucifer: Because *presumptions* are not up for judgment. Generally, the interposition by the invisible *presumption* fellows into our Celestial Contracts are sophisticated concepts and require a presentation setting in a protracted background discussion, which is something that lends itself well to another future Letter. However, for an introductory glimpse into the world of *presumptions* and of their origins in the Heavens, see *Francis Coffrin vs. United States* [156 U.S. 432 (1894)]; there the Supreme Court suggested the possibility that the *Presumption* of innocence in a criminal Trial can be found in Deuteronomy [*Coffrin*, id., at 454]. When you get through with my impending discourse on *presumptions*, you will see that these invisible *presumption* fells have been around a lot longer than just the BC days of Moses when he wrote Deuteronomy -- as their origin is long before the Garden of Eden was created, back before this World was created, back

a long time ago, on a planet far away, when our Heavenly Father, as a man then, went through his Second Estate just like you and I are going through our Second Estate now. Through contemporary Prophets, it has been revealed to us what some of the circumstances were that Father when through back then. ... As for us now, just what *presumption* fellows will be making their appearance in our favor or against us at the Last Day depends upon the factual setting we create down here; factors taken into consideration are whether or not First Estate replacement Covenants were entered into, and which of those Covenants were then honored in whole or in part; and what was the extent to which we listened to Lucifer's *Sub silentio* imps hacking away at us -- that "... *You just don't need to concern yourself with any of that contract jazz. That Mercier -- baah!*" Provident to understand for the moment is that when we are *under the Covenant*, numerous *presumptions* will be both making an appearance on our behalf and operating in our favor, at the Last Day.

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