Invisible Contracts — The Employment Contract

by **George Mercier** [Pages 229-299]

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Through the beneficial use of a taxable franchise like Social Security. A lot of folks don't realize it, but the presentation of a Social Security Number to your Employer is a contract with the King to pay taxes, and an acknowledgement of personal Status as a Taxpayer.

Question: How do you get out of this?

Answer: This is not an easy thing to do; clever administrative rule making forced on Employers has tightened Employers up -- and they have the money we want. In an Employee/Employer relationship factual setting as a first step, it is first necessary to terminate all written attachments of King's Equity Jurisdiction you previously initiated with the King. Some of the steps taken now in this section will not be appreciated until all of the invisible juristic contracts that the King is operating on have been correctively severed -- so one has to read the entire Letter first, and then come back to this section. But as for written attachments of King's Equity Jurisdiction relevant in an Employment factual setting, for most folks, this act transpired when they were a teenager and they signed a form and mailed it to Washington, and requested a Social Security Number. Pursuant to your administrative request, the King issued out a Number, and so now the contemporary beneficial use of that Social Security Number by you in an Employment setting creates a taxing liability; as the Federal judiciary considers participation in Social Security to be a taxable franchise, among other things. But that is only a small part of the story, and this rescission is only a point of beginning. Second, terminate the acceptance and receipt of all benefits that otherwise inure to Social Security beneficiaries, because under Nature remember that no written contract is now necessary, or has ever been necessary, to extract money out of Social Security participants (unless the King in his statutes has

explicitly limited himself to collect money only under written contracts for some reason). And in terms of attaching one's liability to contributing premium reciprocity to the King's Social Security handout *Largesse*, the mere rescission of the written Social Security contract, as is now prevalent among Patriots trying to get to the bottom of things is, of and by itself, irrelevant, and does not terminate any taxing liability (as I will explain later).

The fundamental reason why *employees* are viewed universally by State and Federal judges as being taxable objects is because the *employee* is clothed with multiple layers of juristic contracts separate and apart from Social Security, by reason of the large array of juristic benefits the *employee* has accepted by his silence. Therefore, *employees* are in a commercial enrichment setting, *employees* are in business, and the gain experienced by *employees* is very much taxable, since the King participated in creating the financial gain the *employee* is experiencing. But now that you have been placed on Notice that a rightful moral liability does attach on your acceptance of the King's Employment scenario intervention by throwing invisible juristic benefits at Employees, when you first get hired on again with someone else, as another point of beginning, now let's change the factual setting a bit, and refuse to provide a Social Security Number.[1]

After they threaten you with termination, as they eventually will do, then provide a number under your objection and over your protest, and notice of waiving and rejecting all benefits otherwise available to you as an Employee; not just retirement benefits, but the immediate environmental protection benefits all Employees experience (by the end of this section, you will see what the immediate benefits are that I am referring to). The objective behind this *Objection* is to make a *Statement*. That Objection should cite the King's forced third party relationship to the arrangements, and your Objection to his intervention against your will; his forcing you to

accept his benefits that you now hereby waive, refuse, forfeit and forego; and then also claim that such an unwanted and forced relationship with the King violates relational *Principles of Nature* not permissible absent the existence of some other invisible contract you may not be aware of; and interferes with your *Right to Work* under the Fifth Amendment.[2]

These *Objection* presentations are necessarily status oriented, as they define your non-involvement with trade, commerce, business, and industry -- an involvement which if left uncountermanded, automatically infers a Contract Law factual setting in effect between your *employer*, yourself and the King. But if your new Status falls outside the boundary lines of King's Commerce [where all those who enter therein experience enrichment, created in part by the King's benefit], then there is an inherent *Right to Work* interest in the 14th Amendment as well [*Traux vs. Raich*, 229 U.S. 33 (1915)].[3]

Some ideas to consider and think about while creating your *Objection*, might be to state perhaps that the Social Security Number you are giving him is being done solely for the purpose of deflecting the otherwise imminent termination of your livelihood, and that the Social Security Number you are giving him was previously rescinded [4] and is presently null and void (and that re-presentation of the number under *Protest*, *Objection* and *Rejection of Benefits* after its prior nullification does not reactivate it); and that you hereby waive, forfeit, forego, and will return where possible, any and all benefits that would otherwise inure to you as an Employee and as a participant in the Social Security retirement program, and that this Objection you are filing is a continuous one, and that any qualified acceptance of bank drafts taken in contemplation of exchange into hard currency is accepted for the administrative convenience of your Employer, and will be endorsed under protest, at law and not in equity, in the future; etc., does not change, alter, or diminish anything relative to your Status or the life of that Objection. Also noticed out should be

statements concerning your non-involvement with Commerce; Status as Non-Taxpayer;[5] rescission of the attachment of a special King's Equity Jurisdiction that uncontested Birth Certificates create under some limited circumstances; and Notice of prior Objections having been filed, objecting to the attachment of Equity Jurisdiction that otherwise lie to Holders in Due Course of circulating Federal Reserve equitable instruments that the King's Legal Tender Statutes[6] have enhanced the value of, etc. This Objection, along with your Employer's threats, must all be in writing as a confrontation with the King is coming. (Your Employer will forward the Social Security Number to the IRS, who then in turn will simply assume that you are a Taxpayer, and reasonably so, based upon what little information they have). Since the IRS has some evidence that you are a Taxpayer, the burden then shifts to you to prove that yes, although the IRS does have my number, these are the reasons as to why I am not a Taxpayer. In such a confrontational setting, it ranges from possible to likely that your Employer will lie, have a convenient loss of memory, and otherwise not stick up for you when push accelerates to shove. Since the burden of proof to prove non-Taxpayer and non-Commercial Status now falls on you, depositions which would ordinarily be necessary from your Employer to prove that your Objections were made timely (with the questioning contained therein discussing the circumstances surrounding the surrendering of that Social Security Number to him), now becomes unnecessary. If the Employer's threats to terminate you, and your Objections and Rescissions are all down tight in writing, the factual setting is now undisputed, and depositions are unnecessary; so a little prevention here is important.[7]

As for the IRS, the only information they have is a name and your Social Security Number, so as a point of beginning, it is reasonable for them to simply proceed against you as if you are a Taxpayer; and agents trying to collect money for the King should not be viewed as some type of an enemy to kill (they are transient *ad hoc* adversaries, not enemies). Under normal circumstances, your Case can be won at the administrative level by

requesting an Administrative Hearing and using Title 5 and the Code of Federal Regulations with *savoir faire*, and then taking your Case up the grievance ladder, one step at a time.[8]

But just in case, get ready to speak your mind in front of the Supreme Court, if necessary. If physically flying yourself to Washington does not intrigue you, then you might consider paying the requested tax, as you have already lost.[9]

Now that this discussion has shifted over to the administrative adjudication of grievances with the King, I need to digress just a bit and discuss Principles relating to Demands for an Administrative Hearing.[10] In an administrative adjudication, numerous people I know of have requested administrative hearings to discuss the want of jurisdiction that the King or a Prince was asserting generally in many different settings. As part of the strategy involved, failure by the state administrators to grant a hearing would later bar civil tax liability and even a criminal prosecution for the same *actus reus* later under the *Collateral Estoppel Doctrine*, which is an unwritten Common Law Principle.[11]

The *Principle of Estoppel* has many closely related sister Principles of Estoppel; there are *Principles of Preclusion*, [12] and Estoppels themselves can be either *Direct* or *Collateral*. There is also a parallel Doctrine called *Judicial Estoppel*.[13] But for our purposes, only the *Collateral Estoppel Doctrine* will be briefly discussed.

Correctly understood, these Administrative Law Demands are marvelous devices, which, if handled properly, can and will tie the King's and the Prince's giblets down tight: But they need to be viewed, understood, and plead, properly. These Administrative Law Demands many seek are the lessor administrative equivalent of a judicially sought Declaratory Judgment; and so all of the Natural Law requirements and indicia that apply to judicial

Declaratory Judgments, also apply to Administrative Judgments. The most important indicia of which is that there must be a *Justiciable Controversy* at hand, i.e., some type of case or controversy, which if left unresolved will damage a person.[14]

Justiciability is closely related to *Standing*,[15] and both are indicia related to make sure that you are in fact, entitled to the relief that you are seeking, and that there is, in fact an actual grievance for the Law to operate on and for the Judiciary to rule upon.[16] In *Justiciability* averments, you must establish that you have a personal stake in the outcome of the controversy,[17] and that the dispute sought to be administratively adjudicated will be presented in an adversary context,[18] and that the logical nexus between the Status we assert and the claim sought to be adjudicated are both present, [19] along with the necessary degree of contentiousness. [20] To your advantage, the *Justiciability Doctrine* has uncertain and shifting contours, and properly so, as it organically follows the Branches of the Majestic Oak.[21]

To really understand the reasoning behind the judicial requirement for the presence of *Justiciability* in *Declaratory Judgments*, think of *Justiciability* as being like "tension" in effect between two adversaries. If the tension is not there, then the Judge (either a Judicial Judge, or an Administrative Law Judge) is not dealing with a grievance, he is actually dealing with a hypothetical factual setting that may or may not ever come to pass. If the Judge issued down an Order based upon such a hypothetical factual setting without the element of *Justiciability* in effect, the effect of that Order would be to work a Tort on the adverse Party the Order operates against; this Party did nothing, and in fact may have very well intended to do nothing; but now an Order exists declaring some reversed relational rights (meaning: One of the Parties no longer holds the upper hand). As viewed from a Judge's perspective, the absence of that "distinct and palpable injury" of *Justiciability* renders the Case moot, because there is nothing for the Judge to do; and if

anything was done by the Judge, a judicial Tort would be thrown at one of the parties for no more than an exchange of hypothetical factual settings between fictional adversaries. For example, if in fact the Law requires some simple positive act to be performed unilaterally by some Government official regardless of anything you do or don't do, then a proper remedy to compel performance would lie in *Mandamus*, where questions of the existence of the tension of *Justiciability* between adversaries is not relevant.[22] And specifically referring to rebuffed Demands for Administrative Hearings, the correct medicine may actually lay in *Alternative Mandamus* (meaning: Grant the Hearing, or in the alternative, forfeit your jurisdiction, just the right medicine to deal with bureaucratic recalcitrance).

So merely sending a *Demand for an Administrative Hearing* to a state official to discuss their assertion of a regulatory jurisdictional environment on the public highways, without any specific Case or controversy being presented for adjudication, will later Collaterally Estop no one, as no averments of a *Justiciable Controversy* were made (who is making an assertion of jurisdiction over you? What traffic cop or law enforcement person, and when? What did the traffic cop say? Where is the assignment of policing jurisdiction of that cop down through state statutes from the Legislature? What penal statute did he threaten you with? What does that statute say? (Go ahead and quote the statute, verbatim). Who is your adversary in the demanded Hearing? Where is your personal stake in the outcome of the demanded Hearing? If the Hearing is not granted, how will you be damaged? Those types of *Justiciability* averments have to be included in the body of your Demand for an Administrative Hearing; local Collateral Estoppel victories applied against such otherwise content deficient Administrative briefings will collapse under the scrutiny of sophisticated appellate judges who will examine your Administrative Law Demands from the perspective of trying to find fault with them, if your local District Attorney adversary should ever decide to give you a run for your money.

If you are seeking an Administrative Hearing to discuss the assertion of a regulatory zoning jurisdiction being made against some real property you own, then the specific assertion of such a purported jurisdiction by, perhaps, a Building Inspector must be made; with the specific assertion being applied against you individually. What Inspector made the assertion, and when and how did he make the assertion? How will you be damaged if the Hearing is not granted? What local ordinance code did the Inspector threaten you with, and what does it say? Are you up against incarceration? If so, then come out and say so. Correctly understood, your averments on *Justiciability* are a reduced presentation of the larger factual setting the grievance itself lies in, edited to emphasize the impending damages you will be experiencing if the Hearing is not granted immediately.

(Incidentally, the easiest way to get some Inspector to make an assertion of Civil Law regulatory jurisdiction over your property is to walk up to one, show him your plans, tell him you have no intention to solicit a Building Permit, and then ask him what he intends to do about it. His quoting some local code or penal statute to tell you that Building Permits are mandatory is your *Justiciable Controversy*.[23] Make sure the Building Inspector quotes penal statutes in his response to your inquiry, because that is exactly what he will later be throwing at you in exchange for your defiance of his Special Interest Group sponsored Civil Law *lex* jurisdiction).[24]

Those are the types of factual averments of *Justiciability* that have to be plead in the body of a Demand for an Administrative Hearing, in order to present the administrators with a Case or Controversy that is ripe for a low level administrative settlement.[25] If that Administrative Hearing Demand of your was submitted to state administrators after a prosecution has begun, then Justiciability is obvious for all parties to see. However, Justiciability still has to be positively plead within the body of the Demand through sequentially presented factual averments, otherwise the Supreme Court won't know that a

Justiciable Controversy was offered for a low level settlement.

Now, theoretically, the failure by your regional bureaucrats to grant the Hearing will later estop a magistrate presiding over criminal charges that were brought out of those circumstances that were offered to have been settled, and should have been previously settled, in a lessor administrative forum.[26]

In a criminal prosecution defense setting, *Collateral Estoppel* has to be Plead properly, and the factual setting has to be very carefully structured in advance to show clearly how the Government is just plain wrong up and down the line, and that this Collateral Estoppel is just the right medicine to hem in Government.[27] So Collateral Estoppel is generally much easier to use in civil grievances, such as civil tax collections. In any event, a Case on appeal should have arguments sounding in Estoppel as background secondary redundant points, when seeking criminal conviction reversion, as Collateral Estoppel itself is still a developing jurisprudential branch,[28] and, at the present time, is insufficient conviction reversal material to rely on as a "stand alone" defense line. Although appellate judges have been reluctant to make Collateral Estoppel mandatory and binding in favor of the criminally accused, they are less reluctant to make Collateral Estoppel operate against the criminally accused. [29]

Having grievances settled at the lowest possible level is a correct Principle of Natural Law.[30] And as usual, it is those lawyers who -- in pursuit of their own financial self-enrichment -- are twisting our Father's Common Law into what appears facially to be unrecognizable garbage. [31] What Warren Burger is saying is true, even though his instant expressions of support for Collateral Estoppel happened to operate against a criminally accused person in Ohio. This piecemeal approach by the Judiciary is disorganized, and results in criminal prosecutions being sustained against Individuals when they really should not be, merely because the proper underlying authority for

conviction annulment is non-existent.[32]

The correct solution for this is for the Supreme Court to grab the bull by the horns and require that Principles of Collateral Estoppel are now binding and mandatory on everyone: Government, the criminally accused, and all parties in civil actions, and no outs. This would be an activist position for the Supreme Court to take, a position that is cutting across their contemporary grain of "narrow opinion" thinking.[33]

The Doctrine of settling grievances at the lowest possible level, of which Collateral Estoppel is a correlative Doctrine, is found replicating itself over and over again throughout Supreme Court rulings.[34] This *Settle it at the Lowest Level Doctrine* surfaces in many places. For example, it is found:

1. In the Judicially created *Doctrines of Exhaustion, Primary Jurisdiction, Prior Resort,* and *Exclusive Jurisdiction*, all of which operate to send a grievance down to an administrative agency for different types of rulings for technical reasons, prior to initiating higher judicial intervention;

2. By having the parties first exhaust their lower state remedies in criminal appeals and civil actions prior to seeking higher Federal judicial intervention; this surfaces most frequently in petitions for federal restraining orders to block state criminal prosecutions, and petitions for *Habeas Corpus*;

3. By having parties seek the lowest possible level of a judicial forum first (i.e., the lowest state court possessing the requisite settlement jurisdiction, and the use of federal magistrates instead of District Court Judges to settle small single-Hearing oriented grievances);

4. By a statutory requirement that a lower final demand for money believed due and owing must first be made and precede the higher initiation of the judicial civil lawsuit;

5. By the delegated conferment by the Supreme Court of a Grant of automatic Concurrent Jurisdiction to every single state court in the United States, to hear and rule on Federal Constitutional questions, regardless of any state statutes that may appear to operate to the contrary; state courts also hold concurrent jurisdiction to hear a large volume of federal statutory based grievances;

6. By the mandates of the Supreme Court to all Federal Appellate Circuits not to interfere with or reverse any findings of facts made by Federal District Court Judges, absent very special circumstances (so that the disputed factual setting the grievance was cast in is settled at the lowest possible level);

7. And in the case of the Supreme Court having Original Jurisdiction, they will first send the Case to a lower regional District Court having Concurrent Jurisdiction by statute. (If this Concurrent Jurisdiction is wanting, then after accepting Original Jurisdiction on the Case, the Supreme Court will appoint a regional District Court Judge to be a Special Master to make findings of facts at that low level, which the Supreme Court will then audit and review as the sole appellate forum);

8. And this Doctrine is also expressed in the self-imposed mandates of the Supreme Court to settle grievances by use of a lower statutory construction if possible, rather than magnifying the settlement remedy by use of the higher Constitutional construction;

> 9. This Doctrine surfaces in the Supreme Court's refusal to consider ruling on arguments and reasoning that were not presented to a lower judicial forum first; and
>
> 10. The Supreme Court also wants lower Federal Tribunals to use lower state law to settle grievances, prior to using federal common [Case] law or federal statutes.
>
> And on and on.[35]

This *Settle it down There Doctrine* even surfaces in The Administrative Procedures Act of Title 5 and the Code of Federal Regulations. Several such rules contained in numerous Administrative Procedures Acts initially seem to obstruct the pursuit of justice by creating artificial impediments on both parties that inhibit the settlement of grievances; but in reality those impediments take on new vibrancy, life, and meaning when viewed from the perspective of the Congress trying to create incentives for both parties to quickly effectuate a settlement of grievances between adversaries, even while the grievance is still swirling in a tempest of administrative gestation. Incidentally, this Doctrine, which is an operation of Nature, is also found producing results in relations between married folks, and between neighbors, and between parent and child, and child and school teacher, and between an Employer and an Employee. Just because we turn around and walk out the Courtroom doors doesn't mean that Nature changes at all, or that a different set of Principles somehow governs life.

All of those are examples of that *Settle it at the Lowest Possible Level First Doctrine*; and the Collateral Estoppel Doctrine, which operates to penalize the recalcitrant party that did not settle something at a lower level that was offered to them (as an incentive to avoid doing so again in the future), as applied to Administrative Law Demands, is a correct *Principle of Nature*.[36] It is simply all over Nature and scientific method.[37]

Let us assume that you are a Gameplayer in King's Commerce, so you are a Taxpayer; so if you have a grievance with your Employer regarding the premature withholding of money from your wages under disputed tax liability circumstances, try to settle it with him right then and there, before going up the ladder a step and invoking an Administrative Hearing with the IRS. If you do not try to settle it with your Employer, the letters going back and forth (proving the factual setting surrounding their threats and your objections) will be non-existent; which means that you either made no attempt to settle the grievance right then and there, or in the alternative, you accepted your Employer's last offer. That is the way sophisticated Federal Magistrates view the matter, and if you will but give that model but a few moments thought and imagination, then you too will arrive at the same conclusion: That the reason why you were later rebuffed by a Federal Magistrate is due to your own improper handling of the factual setting you presented to that Judge when prematurely asking for a Restraining Order of some type of tax refund suit. Then after exhausting your potential remedies with your Employer, always first ask for a Contested Case Administrative Hearing with the IRS before going up the ladder one more step and initiating a Judicial Complaint. As you go up the ladder one step at a time, one of the benefits you will be experiencing is finding your adversary making numerous technical mistakes, which when called by you will cause you to win for technical reasons; if you jump the gun like a lot of Tax Protestors do and head straight for the Federal District Courthouse to have it out with your Employer and the King, your grievance will likely have to be addressed solely on the presentment of poorly drafted pleadings and flaky merits (being up to your neck in invisible contracts), since by jumping the gun, no interlocutory steps were offered to your adversary to slip up on.[38]

Any experienced person knows that people, in any field, from business to law to engineering to medicine, in any field, always messes up; and IRS agents and the King's Attorneys in the Department of Justice in Washington mess up each and every single day, over and over again, just

like everyone else.[39] Therefore, by jumping the gun, skipping three steps on the ladder, although you may believe that the end result is closer, you are actually only damaging yourself. The sky never falls in because Principles are violated; only very subtle and difficult to detect secondary consequences surface later on in ways that make their seminal point of causation difficult to discern.

In contrast, if you are not a Gameplayer in Commerce and have rejected all federal benefits, then as a non-Taxpayer you fall outside the procedural administrative mandates of the King's *lex*, and it is provident for you to go directly into the Judiciary.[40]

Should you conclude that it would be provident to initially pursue Judicial Relief, then your requisite array of Status Averments form an integral and important part of the Pleadings, in order to document why you are not a Taxpayer and why you are somehow exempt from the Administrative ladder that applies to every one else. Even though you may not be a Taxpayer, there may be some technical advantages inuring to players who use the Administrative ladder, one step at a time, but the decisional turning point on whether to initially pursue administrative or judicial relief revolves around a purely status oriented question: Are you a Taxpayer or not? By the end of this Letter, you should be able to get a good feel as to the extent to which you have successfully removed yourself out from underneath the King's taxation thumb.

As for the *Justiciability* Question in Demanding Administrative Hearings, unless there is a Case or Controversy at hand, it is foolishness for Government officials to discuss something at an Administrative Hearing that which, if discussed, would neither settle nor adjudicate anything; so if your views are that their granting you the Hearing they don't want to give you would settle something, then that is part of your entitlement pleadings under *Standing* and *Justiciability*. In our specific instant case of an Employer, acting in an agency

relationship to the King, withholding money from non-Taxpayers who are not involved with Commerce and experience no Federal benefits and is an "excepted subject,"[41] our *Justiciable Controversy* is the fact that if the Administrative Hearing is not granted immediately, you personally will be damaged by a continuing loss of money that is being withheld from your earnings. That is the kind of hard *Justiciable Controversy* averment that Judges want to hear, and that is the kind of *Justiciability* that even case-hardened Federal Judges will reluctantly respect. Correlative *Entitlement to Relief* averments of *standing* (your personal interest in the Case) are also required. Since you are personally being damaged by the operation of statutes, your *Standing* is automatic.

And speaking of the Supreme Court (and stay out of any confrontation with the King unless an extensive journey to Washington intrigues you) the only question you should want answered is essentially a *Status* question: Does the King have the right to intervene into simple common law occupations to such an extent that an *individual* not in an Equity Jurisdictional relationship with the King and not in Commerce, and rejecting Federal political benefits, can force the acceptance of unwanted benefits, and can force a Federal Taxpayer Status on someone (with the attendant criminal liability associated therewith), and can force the signing of contracts with the King, and all of that prior to being able to experience any livelihood at all? If the Supreme Court responds by saying yes,[42] the King does have these extreme intervention Rights to force you to accept his political and Commercial benefits against your will and over your objection, because of some important overriding Governmental interests, then let's get this monolithic slab of top down Roman Civil Law out into the open so we can deal with it for what it really is. [43]

My hunch is that if the Supreme Court ever grants *Certiorari*, and if they have the naked nerve to stand up to the King and actually publicly report out the decision in their United States Reports (which is not very likely

in today's judicial climate of intellectual *minimalism* and judicial restraint [which really means to hide in a closet]), I conjecture that their ruling will be consistent with Nature and Natural Law, based on the factual setting then presented to them, and the King will lose, if the factual setting was set up properly to sever all voluntary attachments of King's Equity Jurisdiction up and down the line.[44]

Of all of the Federal and state judicial Complaints that I have seen, going back now 10 years (requesting either injunctive or restraining relief, or Complaints seeking refunds from the IRS, (although I do know of some uncontested victories), I have never seen one of them correctly plead where all of the required contract annulment indicia and elements of pure Equity severance were presented in one neat little package, with all of the Objections having been made, made substantively, and made timely. Not one. So, Federal Magistrates who have tossed aside such curt and incomplete Complaints, are not Commie pinkos and are not necessarily in bed with the King (there are some Judges who are, but their dismissals of the sophomoric Complaints I have seen are not by reason of any coziness going on with the King); since it is a correct *Principle of Natural Law* to extract money out of people under some reciprocal circumstances where there is no written contract to be found any place, and even where one of the parties is convinced no money is due and owing (because benefits have been unknowingly accepted under the terms of invisible contracts).

Whenever a person attempts to effectuate a rescission of their Social Security Number, and severes the facial attachment of Equity Jurisdiction such a number creates, the Social Security Administration will normally respond in their rebuttal retort by citing and quoting from a Supreme Court Case called *United States vs. Lee*,[45] to try and convey the image that the *Rescission* you just filed with them is meaningless and that participation in Social Security is mandatory, just like in Poland. In reviewing *United States vs. Lee*, which was a unanimous Supreme Court Opinion written by Chief Justice Warren

Burger, it is an interesting Case due to a combination of reasons. The factual setting is an intriguing Case in as much as it shows the difficult situations the Supreme Court is often placed into as correct law is pronounced on improvident factual settings that skew off to favor the King; unknown to the poor Citizen, invisible contracts are in effect he has no knowledge of, and so the Judiciary is being asked to toss aside the contract because some of the terms it contains are philosophically uncomfortable to the aggrieved Citizen.[46]

Here in *United States vs. Lee*, the uncomfortable grievance is of a religious point of origin. Here in *Lee*, our factual setting story begins when our marvelous Amish Brothers in Pennsylvania, who tried to use their religious doctrinal philosophy as their excuse to try and weasel, twist, and squirm their way out of a numerous array of Commercial and political contracts they had previously entered into with the King. The Amish are very sincere folks known world wide for their majestic status of correctly placing importance on environmental tranquility; and who otherwise want no more out of Government than simply to be left alone and ignored.[47]

Against that well known background orientation, the Amish Petitioner sought an Employer/Employee tax exemption from Social Security payments, with the exemption sought being based on judicially enlarging a parallel off-point statutory religious exemption that their lawyers had uncovered.

(The Congress had granted by statute[48] to *self-employed* Amish and other religious groups, elective exemptions from Social Security Taxes. *Employers* and *Employees* were not granted this exemption courtesy).

Here in *United States vs. Lee*, an Old Order Amish farmer and Employer (who was not *self-employed*) failed to file quarterly Social Security tax returns and failed to pay Social Security Taxes for his Employees. Now a contract went into default, and the Judiciary acquired the

grievance. The Amish farmer quoted from 26 USC 1402(g), and invited the Supreme Court to judicially enlarge the meaning of that statute to also now include Employers and Employees. The reason cited by the Amish farmer for the desired enlargement was the First Amendment's free exercise of religious rights, as they considered Social Security to be an unconstitutional infringement on their religious rights -- this is a very well known sincere and deep rooted Amish Doctrinal position, and the Supreme Court accepted the Amish religious position at full faith and merit.

[Although our Amish Brothers made the tactical mistake of hiring *ignorantia juris* lawyers and other such assorted clowns after the grievance arose; rather than taking the blunt preventative advice I gave Armen Condo to get rid of the contract altogether and deflect a prosecution from even occurring -- instead, the Amish folks kept their Social Security contracts, kept their Status as voluntary participants in that closed private domain of King's Commerce, kept their Taxpayer Status, kept their Status as covered Employees and covered Employers, and kept their general contractual Equity Status with the King, and then also kept their political benefits and Their *Fair Labor Standards Act* benefits contract (which I will discuss later on). Rather than arguing that the Social Security contract the King wants payment on does not exist, the Amish admitted that the Commercial contracts existed, and then argued that sweet line sounding in the Tort of religious unfairness (an amateurish argument line lawyers excel in) to try and weasel out of the reciprocating *quid pro quo* the Commercial contract calls for, and that Nature requires. By the end of this Letter, you will see very plainly the existence of this invisible contract that I am referring to.[49]

The Amish are religiously barred from accepting Social Security benefits, but whether or not these particular Amish folks actually filed a written *Notice of Waiver, Forfeiture and Rejection of Benefits* with the King to attack the very existence of one of the contracts the King was collecting money under (*"Failure of Consideration"*),

the Court Opinion offers no clear details.[50]

Since the King had quite a large number of invisible contracts in effect with these Amish folks, the actual rejection of some future cash benefits from one of the contracts individually is an unimportant question, and represents only a very small slice of the King's total contract pie].

So here we have an Old Order Amish fellow asking the Supreme Court of the United States to violate every *Principle of Natural Law* surrounding the execution and enforcement of Commercial contracts.[51] Under the *merger doctrine*, contracts we entered into yesterday lose their identity and significance as they are merged into contracts that we enter into today -- thus overruling those contracts we previously entered into -- and properly so, since the inability to go back and modify, enhance, or terminate existing contracts is irrational. So here we have our marvelous Amish Brothers, entering into Employer contracts with the King as Gameplayers in King's Commerce, and then trying to nullify a few selected self-serving terms in that contract by using wording found in an older Contract, a Constitutional Contract of 1787.[52] So the Amish had numerous contemporary Commercial contracts with the King, and then, in what I view to be almost the ultimate act of self-defilement,[53] the Amish asked the Judiciary to selectively annul a portion of their contemporary contracts with the King retroactively, just because they do not now feel like honoring some of the terms the contract calls for. I think that the Amish strategy was immoral; reaping the benefits of a Commercial contract without any reciprocity being exchanged in return as payment on it [however I am very sympathetic with the difficult position the Amish are in, as they try and operate with multiple layers of invisible contracts dragging them down]. But the Amish didn't see any contracts in effect with the King, so they had no knowledge of their invisible contract defilement; just like many folks will go into the Last Day Judgment with Father without any knowledge of their invisible First Estate Contracts, either. And just like in the judgment

setting of *Lee*, when incorrect arguments sounding in Tort are thrown at Father at the Last Day, those very appealing arguments will also be tossed aside and ignored, at that time. In *Lee*, Warren Burger ruled (and I concur in every line he wrote) that their Social Security contract makes no provision for such a weasel out, and that no new judicially enlarged religious exemption will now be created to exempt Amish Commercial Gameplayers -- *Employers and Employees*. I am different from Warren Burger in that I would have explained to the Amish their error in contract, and I would have presented the Amish with contrasting views on the priority of Commercial contracts in settling grievances -- of which Warren Burger mentioned, but did not elucidate on. I see real value in presenting folks with contrasting opposite views.[54] Other than for that deficiency element, which I would have remedied through contrasting explanations of error, the summary and brief conclusions of Law and of the Game Rules for participants in King's Commerce that Warren Burger wrote about, are quite accurate; and the elevated priority status of contracts in overruling Tort claims of First Amendment infringement were also correct -- but discernment is often difficult without having been first given contrasting background explanations of error.[55]

The Amish request to weasel out of their Commercial contracts with the King is therefore denied, and properly so. If I was in Warren Burger's shoes, I would have come down on the Amish folk a lot harder than Warren Burger did (and in so doing, I would have made the Amish petitioners see the fundamental error of their ways; but Warren Burger just does not now, and never did, elucidate himself very well at all.) So if we were in Warren Burger's shoes, we wouldn't want to change one single substantive thing in the Law that all voluntary Gameplayers in King's Commerce must abide by House Rules.[56]

Another thing we would not want to change is anything substantive in American Jurisprudence either; however, Gremlins do not share our views.[57] Remember the general rule: The Constitution of 1787 cannot be held to interfere with the execution of contemporary Commercial contracts.

For the Judiciary to hold otherwise is to have the Judiciary work a Tort on the party the "unfairness" operates against, and places the very existence of contracts in a questionable state of uncertainty. Important benefits were accepted and experienced by both parties; to have the Judiciary hold that some accepted Commercial benefits can be retained by reason of overruling Constitutional Tort intervention once previously waived when the Commercial contract was initially entered into, is to take Nature out from underneath the Oak.[58]

The Constitution was never designed or intended by our Framers to negotiate terms of contracts -- never. If you are coerced by the King into being an involuntary party to a contract in order to enjoy a substantive natural right by clever administrative rule making (e.g., the rights of association, speech, work, and travel), then that is another question; as contracts claimed to be in effect where Tort elements of duress and coercion were present at the time of initiation loose their paramount standing, and so otherwise off-point Tort Law Government restrainments found in the Constitution would then take upon themselves vibrant new practical meanings and now appropriately intervene into grievances where the very existence of the contract itself is disputed. But the Amish made no such duress averments, no complete benefit waivers [or any benefit waivers at all, in whole or part], nor where there any objections made to the very existence of their Commercial contracts they had entered into with the King. So their contracts with the King stand unquestioned. With this air-tight Commercial contract scenario in mind, consider the following words of Warren Burger that are now partially quoted by the Social Security Administration lawyers in their retortional rebuttals to facial Social Security Number equity rescissions coming into their offices from Protestors:

> "The design of the system requires support by mandatory contributions from covered employers and employees. This mandatory participation is indispensable to the fiscal vitality of the social security system."[59]

I happen to agree with that statement totally. And if you understand Nature, you should too, otherwise go back and read it carefully again, as it only applies to covered *[ersons*. Covered *persons* have contracts with the King, and contracts should be honored, so stop asking to have the Judiciary help you weasel out of your contracts, based on philosophical political discontentment with some of the terms your contract calls for. I don't have any problem with Warren Burger's pronouncements, and furthermore, I don't have any problems with the merit and substance of the Social Security Administration's position that your contract rescission is utterly meaningless: Because the King has an invisible contract on you even without a Social Security Number, if you accept the King's intervention and benefits in your Employer/Employee contract. Remember the Pan Am jet leasing example, or of our friend the *seemingly* stupid roofing contractor who went right ahead with his work without any written contract in effect: You don't need a written contract on someone else in order to work him into an immoral position on non-payment of money; and neither do you need a written contract on someone else in order to forcibly extract money out of him in a Judicial setting (written statements of contracts do offer the benefit of settling grievances in accelerated pre-Trial judicial proceedings, but written contracts are not necessary, here in the United States of 1985, to attach liability and extract money out of other people). But you do need to get that other person to accept and then experience some benefits you previously offered conditionally. That is a correct *Principle of Nature*; to understand why, then consider the moral consequences of allowing someone to want and then experience some benefits without any reciprocity being required back in return. So whether you never had a Social Security Number, or if you had one and then later revoked it, that non-existence of a Social Security Number is, of and by itself, irrelevant and meaningless. So the Social Security Administration is exactly right in this sense: Your Equity Jurisdiction rescission is, by itself, meaningless, and contributions covered by Employees are and remain mandatory. (But unlike the Social Security

Administration, I just told you why -- as the practical acceptance of federal benefits in an Employment setting overrules the non-existence of an administrative number.) Social Security is very much a wealth transfer instrument. [60]

And now that we are all cognizant of that, in order to get out of this Social Security wealth transfer instrument, in addition to effectuating a rescission of your facial attachment of Equity Jurisdiction via a Social Security Number, you must also effectuate an applied Equity severance by objecting to the King's intervention into your relationship with your Employer, and waive, refuse, and reject the King's benefits -- and not just the future benefits of retirement income everyone knows about, but also the immediate environmental protection benefits that all Employees experience (as I will later discuss). If one of these lily white (absolutely free from Equity contamination) non-Commercial factual settings is ruled upon adversely by the Supreme Court some years from now (that is, they rule, in some well-oiled pronouncement, that the overriding Public Policy interests involved must preclude the ability of a prospective non-Commercial Employee who involuntarily entered into the shoes of an *Employee*, to waive and reject unwanted benefits, and that our Founding Fathers in 1787 just did not understand the complex world we now live in, and that the Supreme Court just does not have the time it takes to talk about *Principles of Nature* or of the quiescent ambiance that permeated the relationship between the King and the Countryside up to the 1900s, and that the Federal Taxpayer Status with its attendant criminal liability provisions is now mandatory by all Americans just in order to eat and have a simple *livelihood*), then that's fine with us, as it is important to simply get it out into the open: Since the King is then dealing with us out in the open under Roman Civil Law styled force and coercion, then our reciprocation will then be on similar terms.[61]

But as for important present considerations, this Objection and Benefit Rejection must be served synchronous with the timing of your entrance into your next non-

Commercial Employee/Employer contract. Now that we understand that the entire *Employer/Employee* relational setting is Commercially oriented from top to bottom, may I also suggest in providence that a change in addressable names from *employment* to, perhaps, livelihood, and from *Employee* to *worker* might be recommended; together with explicit disavowal of the characterization *employment*, due to the inherent *commercial benefits accepted* and important *business* stigma it automatically creates with Judges -- a stigma that automatically overrules and annuls any and all Tax Protesting courtroom arguments sounding in the Tort of Constitutional unfairness.[62]

Interestingly enough, *United States vs. Lee* closed on an Commercial note; almost as if Warren Burger was announcing a Talisman to those who would also foolishly follow the Amish lead and dishonor their own Commercial contracts with the King. His warning and *caveat* to those who would enter into Commercial contracts are words wise to consider:

> "When followers of a particular sect enter into Commercial activity as a matter of choice, the limits they accept on their own conduct as a matter of conscience and faith are not to be superimposed on the statutory schemes which are binding on others in that activity."[63]

But what if you are different?

What happens if you did not enter into that closed private domain of King's Commerce as *a matter of choice*?[64]

What if you are forced into Commerce by clever administrative rule making on your Employer, through the operation of a contract that your Employer already has with the King for other reasons? Now what?

In my personal facial Equity rescission, I claimed that the Social Security Administration is jurisdictionally similar to a Federal District Court, i.e., on a limited jurisdictional mission by the Congress, and that they have

no grant of jurisdiction in Title 42 to prevent, interfere, or obstruct with terminal contract rescission and benefit forfeiture, nor does Title 42 in any way restrain the cancellation of Social Security contracts and the attachment of Equity Jurisdiction with the King such a contract initiates. And these rights are self-existent under Common Law unless specifically overruled. And I emphasized the waiver and forfeiture of benefits, and toned down the significance of the rescission of the assigned Social Security Number itself. So in the retortional rebuttal response I received back from the Social Security Administration, no such off-point foolish rebuttal was made to *United States vs. Lee*, and the entire rebuttal Letter, which was rather long, simply went from one paragraph to the next telling me of all the dire practical consequences I would be experiencing without having a precious little Social Security Number in effect.

To those *persons* who have Social Security contracts, both the United States Social Security Administration and the Contract itself is governed by Title 42, *Social Security Act*, and so Title 42 now becomes the terms of your Social Security Contract.

Question: Have you ever read your contract?

Why are so many folks so willing to enter into contracts they have never read? Typically, the response would be something to the effect that:

> "Well, it's just a checking account..."

No, it is not just a bank account. No, it's not just a Social Security Number. Those contracts have multiple secondary and ripple tertiary effects that expose people to criminal liability for nothing more than mere forgetful negligence on their part. They are *Conclusive Evidence* of your having accepted a Federal Commercial Benefit. I don't know why most folks are indifferent to the terms and consequences of contracts they enter into; and one of the consequences that holders of Social Security contracts

experience is that the presentation of your Social Security Number to your Employer synchronous with the initiation of your relationship with him seals your Status (and your fate, in a sense) as a Taxpayer, and gives rise to a just liability for a reciprocal *quid pro quo* payment of the Excise Tax on your wages by adherence (as a hybrid juristic Adhesion Contract) to Federal tax statutes (Title 26), and furthermore, gets you into an immoral position if the tax is not paid (since under Social Security, the King is now a participant in contractual equity with you). If you want to challenge the King on this, then equally important with your personal relational Status is the importance that both your Employer's termination threats and your Objections have to be in writing, as a confrontation with the King is coming, and you cannot afford to have a disputed factual setting surrounding that Objection and its timing -- because you are attacking the very existence of invisible juristic contracts that take effect whenever qualified Royal benefits are accepted. If no initial refusal was made by you to provide a Social Security Number to your Employer, and no objection to the presentation of your Social Security Number was made at the time actual presentation was made, then failure to object timely is fatal, and Magistrates have no choice but to ignore your defenses later on when a confrontation with the King arises, and to characterize your Protestor caliber "wages are not taxable," and "no liability exists to Title 26..." arguments, at that time, as being specious and frivolous, and properly so.[65]

If I was a Federal Judge, I would express discontentment with your flaky arguments in far more aggressive characterizations than the mild playful ensnortment by Federal Judges I have seen in action.[66]

If this model scenario of initial refusal followed by continuing objection was not correctly replicated in your present employment initiation setting, then pay your Bolshevik Income Tax this time and eat it; no war was ever fought in a single campaign, and setbacks and reversals are always expected by sophisticated strategists in all disciplines (subject to the qualification that

intellectual wisdom and factual knowledge were acquired in place of some other tangible form of conquest).

In summary, consider the following Case Study: If I were to lease you my car, and we signed an Agreement to that effect stating everything, we now have a contract... Right? No, not yet. There is no contract in effect until benefits have been accepted and you take possession of my car. That acceptance of benefits is the Grand Key to lock yourself into, and unlock yourself away from, contract liability altogether, *in toto*. The only reason why Signing the contract sometimes creates the contract is because the written statement of the contract contains the admission by you that you have accepted a benefit. Now let's give this continuing auto leasing scenario a factual twist: You now have taken possession of the car, and while you are out driving around in my car, you file a *Notice of Rescission of Contract*, *in rem* on me, telling me that you are canceling the Automobile Rental Agreement we signed. Does that Rescission cancel the contract? No, it does not, and the contract very much remains in full force and effect. And I, as the owner of the car, can go right ahead and keep extracting all the money out of you that the contract calls for. In fact, I actually don't even need any written statement of the terms of the contract at all -- I can sue you and very much win. I would not need to prove that you did in fact accept my benefits, which isn't that difficult, and then I would need to prove the amount of money damages due (by showing a judge a long list of those other people I have rented that car to, and the amounts they paid). So why do merchants want written statements of contracts? Because without written admissions from you as to what the terms of the contract were, I would have to deal with you in a protracted trial setting which is financially expensive, and go through the trouble and nuisance of adducing supporting evidence (which costs money), whereas with written admissions your little lies and denials get tossed aside and ignored and I can deal with you very effectively and inexpensively in accelerated Summary Judgment Proceedings --hearings only. So a written statement of the contract in writing does not create the contract -- it is just a *Statement of the*

Contract; and it is actually the exchange of valuable Consideration (benefits) out in the practical setting that creates the contract and initiates the attachment of your contractual liability. I know that this line appears to be different or even contrary from what you have been taught by others since its angle of presentation is unique -- but read on, and you will see that I am only enlarging on the information your intellectual repository of factual knowledge already possesses. The only time when signing your name to a statement of the contract actually initiates the contract is that when synchronous with signing the statement, you also make the written admission therein that you have accepted a benefit -- usually stated as:

> "In exchange for good and valuable Consideration in the amount of $1.00, the receipt of which is hereby acknowledged by Party X...")

Now with that admission by you, of having accepted his benefits, the merchant has you tied down tight: But it is not your signature that ties you down into a contract -- it is your admission within the statement of the contract that you have accepted a benefit that ties you down. I have had considerable experience with Retail Installment Financing going back into my days at High School when I sold mobile homes part time -- and I am unaware of any Retail Installment Contract, Mortgage, credit loan, or Security Interest Contract I have ever read or placed with a lender that does not extract the specific admission from you that a specifically defined Consideration (a benefit) has now been accepted. This acceptance of a benefit is so important that lawyers will go right ahead and put the benefit (Consideration) acceptance recital right into the statement of the contract anyway as a redundancy factor, even though the lawyer knows very well what primary benefit it was that you really accepted (the car, the boat, the house, the plane, etc., whatever it was). Therefore, if circumstances come to pass and the boat, car, house, etc. gets repossessed back into the hands of the seller for some reason, then the contract still survives the *Consideration Failure* of the primary benefit, since some secondary benefit ($1.00) was retained by you.

So yes, your signature on these Commercial contracts is very important, but only because the contract extracts the admission out of you that benefits have now been accepted, and not because the existence of the facial written statement of the contract means anything else.

Well then, while out gallivanting about in my car that you had leased from me, just what does that *Notice of Rescission of Contract, in rem* that you served on me mean, as you attempted to unilaterally terminate the automobile lease? That *rescission*, of and by itself, means absolutely nothing, and you are wasting your time even writing it. Only when you redeliver the car back to me, only when you cease accepting my benefits, does the contract then actually terminate -- that is when the *Notice of Rescission* might mean something. If I am your Landlord, and you are renting an apartment from me, the anything we sign or agree to orally gets *automatically* extended if you keep the apartment keys (keys are evidence of continued possession of the apartment benefit). That's right, once knowledge of a *Principle of Nature* is learned in one setting, its application is automatically known throughout all settings.

This is the Grand Key concept to understand in unlocking yourself away from undesired contracts; it is fundamental and is of maximum importance to understand, in order to understand why Federal Magistrates correctly rule, with such rare gifted genius the way they do; as they first snort at, and then toss out, a Tax Protestor's *Notice of Rescission of Contract, in rem* filed on some Birth Certificates. If you kept possession of the car (retention of benefits) after the written statement of the contract was unilaterally rescinded, somehow, then that *rescission* means absolutely nothing, and I can go right ahead extracting all the money out of you that the contract called for, without any facial written contract in effect at all. This is also why the lawyers in the Social Security Administration are also absolutely correct as they snort at Social Security Number rescissions where there has been no irrevocable benefit rejection filed.

Therefore, Federal Magistrates who snort at, and then toss out, arguments that discuss *in rem contract rescissions* are not in bed with the King, as it is a correct *Principle of Nature* and American Jurisprudence that it is the practical acceptance and use of benefits that is the key determining factor on the liability question of holding someone to a contract or not (initially attaching liability). And so merely stating the terms down in writing, or not, is actually unimportant in initially attaching liability; also unimportant is whether or not the terms of the contract were recited in front of witnesses, or even in front of a judge, or in front of a Notary Public, or recanted verbatim on the floor of the United States Supreme Court in Washington. All of those contract procedures have their time and place to preventively deflect the potential unenforceability of a particular covenant within the contract -- which if the disputed evidentiary picture occurred would then make contract enforcement expensive and tactically difficult by requiring a Trial. But getting you to admit the terms and conditions of the contract makes your future lies and denials a waste of time on your part. But none of these contract enforcement procedures of written admissions or of collecting neutral witnesses (designed to allow for inexpensive contract enforcement by way of summary pre-Trial hearings) ever defines the essential and fundamental underlying structural question of liability attachment itself. And so merely noticing out to the other party the *in rem contract rescission* is utterly meaningless. Generally speaking, Federal Magistrates are your friends, and they even remain your friends while that Courtroom kingdom of their is swirling in a whirlwind of unbridled retortional ensnortment following your *rescission* submission for an annulment of taxing liability without a correlative waiver and timely rejection of all political and Commercial benefits that was filed with the King preceding the taxable years the IRS now wants addressed as the grievance. And as for the King's Agents in the United States Social Security Administration, when they rebuff your facial *in rem* equity contract rescissions, they too are absolutely correct: Mere rescission of the written instrument itself is unimportant and meaningless, and what

is important is your acceptance and use of Federal Benefits. And accepting the King's benefits by going to work in an environmentally protected occupational Status as an *employee*, without any waiver and rejection of the King's large volume of labor-oriented benefits, does correctly give rise to a taxing liability on you (under *Principles of Nature* relating to the immorality of allowing someone to get away with unjust benefit enrichment), with the amount of the tax being measured by net taxable income (or anything else the King's statutes, as stating the terms of the contract, so define). To waive and reject tangible benefits, you need to return possession of the property to the owner (such as surrendering the keys to an apartment you may have rented, or surrendering the car if a car rental agreement was in effect. Intangible benefits are waived and rejected by formal Notice stating so in writing (or orally with witnesses).

The reason why benefit rejection is best done in writing is for the same identical reason that complex contracts are best stated in writing: So that all of the details can be presented on the record, without protracted evidentiary presentations just to establish what the record is. Try and find me three people who can memorize a 25-page *benefit rejection statement* word for word; like contracts, you do not need the *rejection* to be in writing in order for it to be Judicially recognized as sound and valid, but failure to make a record of it causes you the additional expense at a later time of first proving just what was *rejected*, before addressing the merits of the *rejection* arguments themselves. So placing statements in writing is a benefit for yourself relating to the economy of producing evidence later on, and the mere absence of a written record does not derogate your standing before a judge -- although you are unnecessarily inconveniencing yourself.

Being rebuffed by the King's Agents in the Social Security Administration (by their telling you that you rescission is meaningless and contributions remain mandatory) should not be the End of the World for anyone; properly handled

with an inquisitive spirit about you, such a bureaucratic rebuffment is only the beginning of a quest to find out why such a rebuffment took place, and then to find out just what is the larger meaning of all of that; and so failure to keep yourself in a teachable *state of mind* is what is really self-damaging. And correlative to that, always remember just one thing: The King wants your money, and he's got plenty of ways of getting it, by getting you to accept his wide-ranging array of invisible and intangible benefits without you even knowing it.

The most important element of any playful little battle with the King is the factual setting that you will present to the Judiciary for grievance settlement; and the next most important element is the correct Pleading of the relevant points of law and the technical facts that you want that law to operate on, inuring to your favor.

There is a judicial reference to a particular subdivision classification of contracts where the factual setting surrounding the initiation of the contract is characterized such that one of the parties is in such an unevenly strong bargaining leverage position, that the terms of the contract are always presented on a "take it or leave it basis";[67] these contracts, entered into this way, are in a special status, and fall under what is called the *Adhesion contract doctrine*. These Adhesion Contracts are typically the case when dealing with store clerks and other low-level public interfacing instruments when buying automobiles, homes, or anything on time payment plans, since the clerk simply hands you a pre-printed form, and simply expects you to approve of it. As a result of the dominate leverage position obtained when pre-printed forms are used by some low-level clerk or contract agent who has no Grant of Corporate Jurisdiction to change, modify, or rearrange any terms contained in that statement of the contract; and so the contract is full of terms, conditions, and waivers of procedural defense lines ("the buyer hereby waives his right to a Notice of Protest") that would never be there if the contract was negotiated from scratch each time.[68]

In Commercial Law, the requisite "Meeting of the Minds", so called, is known as *mutual assent*. Judges conveniently ignore this *de minimis* Common Law indicia for contracts when a Juristic institution is a party to the contract, with statutes then containing the terms and content of the contract. With Juristic institutions involved as parties to an Adhesion Contract, Judges want to see the *quid pro quo* of reciprocity -- the acceptance of benefits -- being there by you as an Individual, but generally they have no interest in making sure that there was this *mutual assent* in effect between the parties. As I will explain later, many things are routinely inferred by silence as *presumptions*; however, telling some neighboring Prince that you do not approve of some precious little statute that operates without the adducement requirement for either a *mens rea* or contract, and then going down into his Kingdom and committing the heinous act, and then later arguing lack of *mutual assent* as a defense line in a criminal prosecution, will not likely trigger a dismissal on the merits.[69]

The terms and conditions of contracts in effect by statutory pronouncements are deemed to be in a quasi "like it or lump it" status, aloof from the Common Law requirement that knowledge and desire to be in effect.

As it would pertain to you and me, Adhesion Contracts are in effect whenever we sign a lease with a landlord, buy a television or automobile -- i.e., in any Commercial setting where standardized, pre-printed contract forms are used, and the low level salesperson you are dealing with has no agency jurisdiction to modify the contract's terms at all. As the purchase price gets bigger, the general rule is, the less "Adhesive" the terms of the contract becomes; so purchases like jets, chemical plants, oil refineries, pipelines, and large real estate properties, etc. are very rarely on standardized forms. As the word "Adhesion" is used throughout this Letter, it means to say that once benefits are accepted by you, and the terms of the contract are written in statutes, then you are deemed to be bound by the terms of the statutory contract, "adhesively" (meaning forcefully, like glue).

Incidentally, the only defense out of "Adhesion Contract" that numerous legal commentators have issued advisory memorandums on, involves your being able to document (prove) that you did not accept the benefits of that statutory contract. Once your adversary adduces to a judge that benefits have been accepted, the formation of the contract is deemed to be complete, and there are few outs remaining.

Employees, so called, are bound to Federal Statutes by a combination of devices, such as the acceptance of Federally created income generating benefits under the protection and advantages of the *Fair Labor Standards Act* (which gives Employees the upper hand over their Employers) by those persons accepting benefits such as corporation situs *employment* and Government contract enforcement of that *employment*. Not that the King is really responsible for the primary benefit of that corporations' offering you an employment position,[70] but that once the corporation does offer you the position on your own merits, the King then intervenes into the Employer/Employee relationship to give Employees rights and the upper hand over their Employer through an array of direct benefits, as well as restraining the Employer in some areas. That Employer, no doubt, is involved with Interstate Commerce, and that Employer is up to his neck in air-tight redundant contracts with the King; and so now the King is using that contractual relationship with your Employer to force a transfer of his benefits over to you. Remember all along that I have been saying that the key words to get out from underneath the King and his Equity Jurisdiction lies in refusing to accept his benefits, and in doing that, you negate the expected reciprocal *quid pro quo* Federal Judges see very clearly as they snort at Tax Protesting suits seeking withholding relief of some type. [71]

All courts, state and federal, who have commented on Adhesion Contracts, in explaining why *Defendant so and so* is in fact attached to a Contract of Adhesion, all pronounce similar Adhesion Contract governance: That the

best way to defend yourself against Contracts of Adhesion is to go back to the very seminal point of contract formation and attack the very existence of the contract at its origin, by proving that you did not accept any benefits, since the adhesion contract, like all other contracts, came into effect whenever benefits, offered conditionally, were accepted by you. And where the records show that benefits have been accepted, the liability will always follow. Viewing this from a Judge's perspective, this means two things: When did you decline the benefits, and how did you decline the benefits? So if you improperly Objected (meaning, not in writing and therefore the explicit disavowal was disputed), or Objected belatedly, then you automatically lose; I don't know how to explain it any simpler.[72]

But under this *Fair Labor Standards Act*,[73] the Congress has intervened into the relationship between Employees (and not consultants/contractors) and Employers: To give Employees the upper hand over their Employers under certain limited circumstances and under certain limited conditions[74] (such as Employees cannot be terminated for pregnancy, no racial discrimination permitted, minimum wage required, minimum sanitation environment required, maximum numbers of hours per week that can be worked is mandated, minimum vacation time off is required, hearing required on demand, and in Title 11 ["Bankruptcy"], Employees are given absolute priority over all other secured and unsecured creditors in an Employer bankruptcy proceeding). Railroad Employees too have an entire sequence of proprietary statutes just custom-tailored for them;[75] and in addition, there is a long list of other benefits that inure to those persons accepting the benefits in a livelihood from the federally protected occupational business Status of an *employee*.[76]

So Employees are in a special environmentally protective enrichment setting by the King's assistance;[77] however, things were not always this way. Our King is somewhat unique in that his jurisdiction is limited in nature; in order for the King to have the jurisdiction to throw benefits at something, there first has to be a requisite

Grant of Jurisdiction for him to create the regulatory jurisdiction. There once was a day and age in the United States when there existed a presumption against the existence of *interstate commerce* in the *Employer/Employee* relationship; there was once a Time and Age in the United States back in the 1800s when the words *Employee* and *Employer* meant no more on the floor of a Courtroom than they meant on the street corner. Back in those days, there was somewhat of a quiescent relationship in effect between the King and the Countryside; and in such a passive setting, there was no such *Employment* taxation contracts in effect back then, and so the King was not expecting that much in return from us. But today in 1985, things are different -- today multiple invisible juristic contracts are in effect, and if we do not get rid of incorrect reasoning sounding in the sugar sweet tones of Tort, we will be damaging ourselves.[78]

In a grievance where the reasoning turned on the question as to whether or not it was permissible for the King to pre-emptively assert a regulatory jurisdiction in effect between Employers and Employees, the Supreme Court had the typical Federal Government type of arguments thrown at them that the relationship between Employees and their Employers just *crucially* affected Interstate Commerce:

> "Much stress is put upon the evils which come from the struggle between employers and employees over the matter of wages, working conditions, the right of collective bargaining, etc., and the resulting strikes, curtailment and irregularity of production and effect on prices; and it is insisted that interstate commerce is greatly affected thereby..."[79]

But the relationship of Employer and Employee was declared to be distinctively local in nature, and not an appropriate setting for pre-emptive Federal intervention:

> "The relation of employer and employee is a local relation. At common law, it is one of the domestic relations. The wages are paid for doing

> local work. Working conditions are obviously local conditions. The employees are not engaged in or about commerce, but exclusively in producing a commodity. And the controversies and evils which it is the object of the act to regulate and minimize, are local controversies and evils affecting local work undertaken to accomplish those local results. Such effect as they may have upon commerce, however extensive it may be, is secondary and indirect. An increase in the greatness of the effect adds to its importance. It does not alter its character."[80]

And if you accept the benefits of the King's intervention and protection, through such devices as the *Fair Labors Standards Act*, accepting Social Security Benefits, and Government enforcement of that Employment contract, it is very reasonable and very ethical and very proper under *Principles of Natural Law* for the King and your regional Prince to get paid for having done so. Contrary to the howling of Protestors, our Father's Law is not being contaminated by the taxation of Employees in the United States, since today, unlike yesterday, invisible contracts are in effect, and our Father's Law already knows how to deal with contracts.[81]

Since our King has intervened to give Employees the upper in some key selected areas, such as creating a slice of *lex* to throw at us, like his high-powered *Fair Labor Standards Act*, our King now wants a percentage piece of the action from the Employee -- and that does not bother me at all.[82]

(I may personally view the percentage slice the King wants to be a bit aggressive and excessively generous towards the King when analyzed from a *cost/benefit* perspective, but the underlying moral and ethical reciprocal considerations regarding the mandatory exchange of benefits remains intact). Now that an Employee knows his Status as a beneficiary of Federal intervention and

benefits, rather than badmouthing Federal Judges, one such person might very well ask the question,

> "...Gee, most of those benefits never apply to me. Throwing half my income out the window every year to Washington for those benefits is just not worth it."

That analysis is quite accurate for most folks: It isn't worth it; but monetary worth is a business question each of us needs to ask and decide for ourselves, and this is not a question of Law for a Judge to come to grips with in some type of a contract enforcement proceeding, after we have previously accepted those benefits without ever filing a timely objection and rejecting benefits. In every single Tax Protesting Case that I have examined, based on the arguments submitted, I would have ruled the same way the Judge did. I know that most folks -- Particularly *Tax Protesters extraordinaire* do not want to hear this line and don't want to be told that it was themselves all along who were in error and not the Judges, but it's about time someone revealed your error to you.

So any half-way clever King, who wants maximum revenue enhancement, is always searching for new ways to get more folks to accept his benefits; and once benefits have been accepted, then the Constitution fades away in significance, as it's design to restrain Government under a few Tort Law factual settings is no longer applicable. [83]

And to those types who experience benefits from the King, but don't want to pay for them by a philosophical reason of political discontentment with something grand that the King is pulling off again with looters and Gremlins, then these Kings always have a redundant pile of Aces tucked neatly up their royal sleeves, just tailor-made to deal effectively with these recalcitrant types; the type that experience benefits provided by a third party, but who refuse to reciprocate and part with any *quid pro quo* money in exchange for benefits accepted. Federal Judges have a characterization I once heard for this type of a

Protestor: *a cheap person*. For these folks, the King has Nature on his side (a state of affairs warranting the Tax Protester's failure in a Courtroom, a state of affairs Tax Protesters never seem to bother addressing when disseminating legal advice fixated on talking about technical reasons why the United States should not prevail based on impediments in the King's *lex* and Charter); for these recalcitrant Protesting types who believe that they are correct, the King has actually worked them into an immoral position: The Protester is up to his neck in multiple layers of invisible juristic contracts with the King, and the Tax Protester doesn't even know it. Nature is operating *against* the Protester, and the Protester does not even see it. Yes, there is a very good reason why so few Protesters are winning in the Courts: Because the Protester was not entitled to prevail for any reason.[84]

Unlike Protesters, I am not concerned about what some little snortations are that fly around inside a Judge's mind; however, what Father is going to do about this or that -- now *that* concerns me. If the Protester would now only Open his Eyes to see the invisible Contracts Father has on us all down here from the First Estate, and learn experientially from dealing with the King in distasteful contracts whose origin is literally Hell itself, not to use structurally similar Tort Law reasoning and rationalizations when dealing with Heavenly Father in a known impending Judgment, the ex-Protester can magnify his stature before Father and avoid altogether being on the wrong side of what will be the biggest Contract Star Chamber this world will ever see: The Grand Judgment of the Last Day.[85]

Footnotes:

[1] The reason why you can't provide a Social Security Number, of course, is because you do not have one. So although your written rescission filed earlier with the Social Security Administration is, of and by itself, meaningless for taxing liability reasons, it remains a

necessary accessory evidentiary element of the total factual setting your new *liberated* Status lies in, as will be seen later. The presentation of a Social Security Number to others is, under some circumstances, a Federal crime, and properly so -- as a *mens rea* is present in the mind of the actor, and *corpus delecti* damages are experienced by others. If some playful circumstances ever make their appearance in your life where the dissemination of someone else's Social Security Number would be innocuous, consider giving them Richard M. Nixon's Social Security Number: 567-68-0515. [return]

[2] If you are involved with an invisible contract, i.e., no Social Security Number in effect, but accepting the King's intervention and benefits, then the Constitution does not apply, as the Constitution does not operate to restrain or interfere with the operation of Commercial contracts. Several other important benefits need to be rejected timely and appropriately before triggering sympathy from Judges; and those benefits will be discussed later. Acting like a Tax Protestor by claiming fairness rights found in the *Bill of Rights* applicable to factual settings sounding in Tort, while accepting the King's important Commercial benefits inuring to *Employees*, will get you absolutely nowhere in front of a Federal Judge. So this Objection must waive, reject, forfeit, and forego through explicit disavowal, all such Commercial benefits normally deemed to be in effect through silence [and I will explain *silence* later on, as *silence* is often high-powered]. [return]

[3] Claiming the 14th Amendment as a source of rights (by claiming yourself to be a beneficiary party to the 14th Amendment) will carry the secondary effect of diminishing your Status if not handled properly, since the 14th Amendment is also a source of invisible Admiralty like benefits that create taxation contracts. Arguing 14th Amendment rights [*rights* meaning really: 14th Amendment restrainment of Government Tort feasance] should generally be avoided absent a good knowledge on what adhesive tentacles of King's Equity the 14th Amendment creates for

American Citizens. Here, in an *employment* setting, first we argue that there are contracts in effect [by reason of no juristic benefits accepted], and then after we correctly get rid of invisible juristic benefits that in turn create invisible expectations of taxation reciprocity -- then, and only then, can we now argue the Tort of fairness in obstructing *Right to Work* restrainments on Government. Tax Protestors experiencing setbacks and hard rebuffments in Courtrooms all across the United States as they argued for rights and quoted the Founding Fathers and all that, never attempted to first get rid of the King's contracts, so automatically from the scratch, Tax Protestors are not entitled to prevail under any circumstances. Once the invisible contract of *employment* [and the taxation expectation stigma it creates in the minds of Judges], has been gotten rid of, then unfairness defenses sounding in Tort are entertainable. For example, other Government restrainments lie in areas like *International Law*, which is in effect by Treaties executed defining minimum Human Rights, etc. The United States State Department has defined the *Right to Travel* and the *Right to Work* as being among the multiple *Entente* meanings of "Human Rights" in those treaties. The very idea that *International Law* can operate to obstruct domestic tax collection, however correct a force of Law under some limited factual settings, is an idea that Federal Judges will view as being particularly irritating. The United States has many Tax Treaties in effect with foreign jurisdictions, and some of those Treaties contain covenants that very much intervene into domestic tax collection by reason of prohibiting multiple taxation events like *Double Taxation* on various combinations of specialty assets or income streams. If you do not look forward to playfully tussling with Judges, then the exclusion of this argument might be appropriate. In any event, be mindful that *International Law* is binding only on Juristic Institutions and not on any other *Person*, yet the interposition of *International Law* is still relevant here since your Objection is centered in part around clever administrative rule making originating from a juristic source.

> "...Treaties have the effect of overruling state and Federal laws. ... This is not generally well known." - Chief Justice Warren Burger, in the *New York Times Magazine*, September 22, 1985.

What Warren Burger is referring to is known as the interposition of *International Law*. This *International Law* is generally binding only on Juristic Institutions themselves -- but for purposes of Gremlin conquest, that's enough. Article VI of the Constitution declares that both the [statutory] laws of Congress and foreign Treaties shall be "...the supreme law of the land," which is a catalytic source of snickering by Patriots to throw invectives at Federal Judges. However, Federal statutes are actually on Status parity with Treaties so that:

> "...a treaty may supersede a prior Act of Congress and an Act of Congress may supersede a prior treaty." - *Reid vs. Covert*, 354 U.S. 1, at 18 (1956)

This superseding priority of Treaties over Statutes over Treaties over Statutes based on recency of Time is another restated operation of the *Principle of Nature* I mentioned in the Armen Condo Letter that contracts we enter into today overrule contracts we entered into yesterday; a Principle which also surfaces as an important structural element in the *Merger Doctrine*, as lawyers call it, and which surfaces again anywhere and anytime when on replacement contract is entered into overruling a previous contract, just as our Covenants with Father now in this Second Estate overrule and supersede our First Estate Covenants, which in turn fade away into insignificance. [return]

[4] In a Federal criminal prosecution of an acquaintance of mine, where the defense was Status oriented (however improvident a Defense Line since contracts were in effect), the local United States Attorney objected to the validity of the *Birth Certificate Rescission* because under Federal Rules of Civil Procedure, the designated agent to

accept legal service for the United States is the Attorney General, and the Defendant had only noticed out the rescission to the Secretary of Commerce. Now, whether or not those Federal Rules of Civil Procedure, which regulate the exchange of procedure between adversaries in the heat of a judicial battle, are applicable to an Administrative *in rem Rescission of Contract*, is disputed. But that is not important. What is important is the knowledge that when the King's Attorneys see their criminal prosecution start to fall apart and collapse in front of them, they will then pick apart and cite any off-point anything -- just trying to get your facial *rescission* declared void. In that particular prosecution, the rescission was *Federal Expressed* to the Attorney General in Washington as soon as the United States Attorney's Motion to Strike brief was received by the Defendant. So by the time the Trial Magistrate heard the oral arguments, the improper service question was moot, and the Judge offered no validity opinion on that procedural question. So even though the statutory necessity of service on the Attorney General for these administrative rescissions is disputed, for the minimum incremental cost serving such an additional rescission party burdens you, omitting to serve the Attorney General in all Federal Administrative *Rescissions, Notices of Benefit Rejection,* and *Objections*, might be discouraged. [return]

[5] The mere unilateral Status declaration by you, that you are not a Taxpayer is, of and by itself, meaningless; however, adducing collateral evidence showing that terminating contract rescissions were effectuated timely is very significant. By the end of this Letter, you will know what contracts are deemed very important by both State and Federal Judges, and just what *rescission* means something. [return]

[6] Title 31, Section 5103 ["Legal Tender"]:

> "United States coins and currency (including Federal Reserve Notes and circulating notes of Federal Reserve Banks and national banks) are

legal tender for all debts, public charges, taxes, and dues. Foreign gold or silver coins are not legal tender for debts." - 96 *U.S. Statutes at Large* 980 (September 13, 1982). [return]

[7] When your Employer terminates you, what is being displayed to you is the exterior manifestation of a deeper tremor originating with a contract they have with the King, that a regulatory jurisdiction created. Trying to earn a livelihood in such an Employment setting is not the only place where there is tension in effect between the beneficiaries of regulatory programs (such as participants in King's Commerce), and your private and personal rights as an *individual*. For commentary on parallel friction in effect and damages that are created whenever a Juristic Institution erects the barriers of a regulatory jurisdiction -- either for their own enrichment or some other Special Interest, see Richard Stewart and Cass Sunstein in *Public Programs and Private Rights*, 95 Harvard Law Review 1193 (1982) [not on point to the Patriot perspective, but accurate in itself]. [return]

[8] "Most important, if administrative remedies are pursued, the citizen may win complete relief without needlessly invoking judicial process... We ought not to encourage litigants to bypass simple, inexpensive, and expeditious remedies available at their doorstep in order to invoke expensive judicial machinery on matters capable of being resolved at local levels." - Warren Burger in *Moore vs. East Cleveland*, 431 U.S. 494, at 525 (1976). [return]

[9] The idea that many folks have in their minds, that their Case is just too petty for the Supreme Court to concern themselves with, is the contemporary resurrection of the ancient Roman maxim of law called *De Minimis non Curat Lex,* which means the Law does not concern itself with, or take notice of, very small or trifling matters. The United States Supreme Court does not adapt such a snooty posture.

> "It is said that counsel once attempted to argue before Chief Justice Marshall that in the particular instance before the court the invasion of constitutional rights was slight, but he was sternly reminded that the case involved the Constitution of the United States, and that the degree or extent of the invasion had no bearing upon the point." - William Gutherie in *The 14th Amendment to the Constitution of the United States*, at 39 [University Press, Cambridge (1898)].

Some of these cases are:

1. In 1867, the Supreme Court once gave careful consideration to a Case where the amount of money was only $1. In overruling the State of Nevada and the assertion of what essentially amounted to a State egress tax collected at the borders, the Supreme Court cited as annulment justification the overriding interests inherent in a national *Right to Travel*, which consisted of a composite blend of factors, such as the potential interference with the smooth administration with the *War Powers*, possible friction with the *Citizenship Contract*, and obstruction with restrainments inherent in the *Interstate Commerce Clause* [See Crandall vs. Nevada, 73 U.S. 35 (1867)].

2. In *Sentrell vs New Orleans Railroad*, the question addressed turned upon the Constitutionality of a state law enacted by Louisiana that required dogs to be placed on the assessment rolls. A claim arose out of the killing of a dog, and the Supreme Court adjudged the validity of an Act under the 14th Amendment that provided that no owner could recover for the killing of a dog unless the dog had been placed on the tax assessment rolls, and then the amount of recovery would be limited to the

amount so assessed. [166 U.S. 698 (1896)].

3. Here today in the 1970's and 1980's, the Supreme Court continues on issuing out *Writs of Certiorari* with petty Cases. The El Paso Police Department once arrested a fellow who was walking down their streets; claiming that the suspect "looked suspicious" in a seedy neighborhood characterized by drug trafficking. Zackary Brown refused to identify himself and then angrily asserted that the officers had no right to stop him. Hearing such retortional defiance, the police dragged him down to their station and then threw a criminal prosecution at Brown, citing some slice of *Lex* that purportedly made it a heinous criminal act for a person to refuse to give his name and address to any statute enforcement officer "... who has lawfully stopped him and requested the information." On the floor of the municipal Courtroom, Brown's Defense centered around claims of Constitutional disabilities, but the inconsiderate little Star Chamber political hack Judge tossed his arguments aside; Brown was found guilty and fined $45. The Texas appellate courts refused to hear the appeal since another little slice of *lex* barred appeals on cases with fines under $100. Having first exhausted all potential state remedies, the Supreme Court granted *Certiorari* and annulled his conviction. [See *Brown vs. Texas*, 443 U.S. 47 (1978)].

4. Criminal Defendant William Lawson began building up his rap sheet with the heinous act of walking down San Diego sidewalks, carrying such criminally suspicious items as television sets. Between March 1975 and January of 1977, William Lawson was either detained or arrested 15 times; he had two prosecutions thrown at him and was convicted once; he obtained his favorable hearing in the Supreme Court. [See *Lawson vs. Kolander*, 461 U.S. 352 (1982)].

In these Cases, the factual setting presented to the Supreme Court favored the Individuals involved, a situation that is not replicated today with Patriots throwing Highway and Tax Protesting actions of all types at Judges -- reason: Invisible contracts are in effect on the factual settings selected for defiance by the Protestor, and so now the Protestors are not entitled to prevail under any circumstances. My contention with the Supreme Court lies with their reluctance to see the geometry of this growing *Pro Se* movement, and grant *Certiorari* to correctively explain error, a philosophically difficult position for them because while explaining error to the sharp and hot issues Patriots argue on Tax Cases, the inferential effect would be to show the Protestor how to correctly get out from underneath the reciprocity expectations of taxation liability -- and that would be letting the cat out of the bag. In so refusing to rule and explain, the Supreme Court is actually taking an inconsistent *political position* on the Case -- which if you or I argued some illegitimate Ratification attribute of a Constitutional Amendment, we would be told that *that's a Political Question* for the Congress to deal with. But as for pettiness, the decision on granting *Certiorari* is not related to the size of the money involved, or the extent of the seriousness of the Constitutional violation involved. The old Roman maxim of law called *de minimis non curat lex* does not intervene in American Jurisprudence:

> "It may be that it is the obnoxious thing in its mildest form; but illegitimate and unconstitutional practices get their first footing in that way, namely, by silent approaches and slight deviations from legal modes of procedure. This can only be obviated by adhering to the rule that constitutional provisions for the security of person and property should be liberally construed. A close and literal construction deprives them of half their efficacy, and leads to gradual deprecation of the right, as if it consisted more in sound

> than in substance. It is the duty of the courts to be watchful for the constitutional rights of the citizens, and against any stealthy encroachments thereon. Their motto should be *obsta principiis*." - Justice Bradley in *Boyd vs. United States*, 116 U.S. 616, at 635 (1885).

[The Latin phrase, *obsta principiis*, means to resist the first approaches or encroachments; and the first encroachments are always small and seemingly insignificant]. And in a similar way, looking for a technically close and literal construction of your Celestial Contracts as a way to minimize your involvement with them, deprives them of half of their efficacy, as well, and leads to a gradual depreciation of your Standing before Father. [The reason is because your Contracts with Father are not static (fixed); several of the addendums to your Celestial Contracts contain organic Covenants that self enlarge over time, and so slight deviations by indifference creates an invisible encroachment on those Celestial Contracts; and as the potential attachment of additional Covenants is then deflected away from the corpus of your Contracts, with that follows the deflections of commensurate benefits]. [return]

[10] Correct procedure is necessary to achieve the desired end result; when the objective is freedom, the instrumentality necessary to achieve freedom is procedure itself:

> "The history of American freedom is, in no small measure, the history of procedure." - Justice Frankfurter in *Morris Malinski vs. New York*, 324 U.S. 401, at 414 [dissenting] (1945). [return]

[11] *Unwritten* meaning not explicitly written in statutes. [return]

[12] *Principles of Preclusion* can prevent a question once argued, litigated, and adjudged in state courts from being re-argued, re-litigated, and re-adjudged all over again in

a Federal Forum, under some conditions. See Footnote #1 to *Migra vs. Warren School District*, 465 U.S. 75 (1984). This *Principle of Preclusion* is nothing more than Estoppel Doctrine applied to accelerate judicial economy; like all correct Principles, they can and will intervene and operate across all factual settings. [return]

[13] The *Doctrine of Judicial Estoppel* prevents a party from asserting any type of a sworn testimonial position in one proceeding that is contrary to a position previously taken by that party in some earlier proceeding. Originally written down [that I could find] by the Tennessee Supreme Court in *Hamilton vs. Zimmerman* [37 Tennessee 39 (1857)], this doctrine carries on in all jurisdictions down to the present day. A contemporary prototypical example of *Judicial Estoppel* is found in *Finley vs. Kesling* [105 Illinois App. 3d 1 (1982)] where lovers once contemplating nuptials are now found passionately enraptured in the heat of vindictive divorce. In his 1974 divorce settlement action, Charles O. Finley once testified under Oath that he owned 31% of the corporate stock of the *Oakland Athletics Baseball Team*, and that his wife owned 29%, and that his children owned 40%. The Indiana Court involved at that time in 1974 accepted his presentation of the facts, and properly so under those circumstances, with the result being that the 40% claimed by Finely to belong to the children was not involved in his wife's grab for settlement property. But Charles Finely violated a latent *Principle of Nature* by lying, with the adverse result being that secondary circumstances surfaced in the future that were not discernible or visible to Charles Finely at the time his lying to conceal assets took place in 1974. His divorce out of the way, the unexpected happened when in 1980 his corporation became financially insolvent, and so now he adapted a plan for liquidation and distribution of the corporation's assets. Now Finley wanted to hog all of the residual corporation assets for himself, including grabbing all of the kid's share for himself (since his previous statements that the kid's owned 40% were insincere and did not reflect his true asset distribution intentions); he sought a *Declaratory Judgment* in 1982 that

he was the beneficial owner of the 40% block of stock he previously testified was owned by his children. In properly dismissing his 1982 action seeking to grab the children's assets for himself, the Appellate Court of Illinois ruled that:

> "Under the doctrine of judicial estoppel... Finley having testified under oath that he owned only 31% of the stock and his children owned 40%, and having succeeded in convincing the Indiana courts that his 40% belonged to the children and was not marital property, cannot now contend that the stock is, in effect, his property." - *Finlet vs. Kesling*, id., at 10.

All Federal forums that I have looked into also invoke this invisible *Principle of Nature* to bar the secondary assertion of inconsistent statements by parties attempting to defile themselves. See:

- *Edwards vs. Aetna Life*, 690 F.2nd 595, at 598 to 599 (6th Circuit, 1982);
- *Skokomish Indian Tribe vs. General Services Administration*, 587 F.2nd 428 (9th Circuit, 1978);
- *Eads Hide and Wool vs. Merrill*, 252 F.2nd 80, at 84 (10th Circuit, 1980).

See generally, Note, *the Tennessee Law of Judicial Estoppel*, 1 Tennessee Law Review 1 (1922). [return]

[14] See generally, *Standing, Justiciability, and All That* in 25 Vanderbilt Law Review 599 (1972), by Sedler. [return]

[15] *Standing* means your personal interest in the Case. The *Doctrine of Standing* is composed of both Constitutional limitations of the jurisdiction of Federal Courts and from prudential rules of self restraint designed to bar from Federal Court those parties who are not very well suited to litigate the claims that they are now asserting. In its Constitutional dimension, the

Standing inquiry asks whether the party before the Court has:

> "... such a personal stake in the outcome of the controversy as to warrant his invocation of federal court jurisdiction and to justify exercise of the court's remedial powers on his behalf." - *Warth vs. Sedlin*, 422 U.S. 490, at 498 (1975).

The necessary twin elements of *Standing* are *Injury in Fact* and *Causation*. To demonstrate the "personal interest" in the litigation necessary to satisfy the Constitution's requirements in the *Due Process* area, the party must suffer a "... distinct and palpable injury" [*Warth vs. Sedlin*, at 501], that bears a "... fairly traceable causal connection" to the challenged action. [*Duke Power vs. Carolina*, 438 U.S. 59, at 79 (1978)]. [return]

[16] "The jurisdiction [of the Judiciary] is, or may be, bounded to a few objects or persons; or however general and unlimited, its operations are necessarily confined to the mere administration of private and public justice. ... It cannot create controversies to act upon. It can decide only upon rights and cases, as they are brought by others before it. On the other hand, the legislative power [is almost] unlimited." - Joseph Story in II *Commentaries on the Constitution*, at 16 (Cambridge, 1833). [return]

[17] *Baker vs. Carr*, 369 U.S. 186, at 204 (1962) [return]

[18] *Flast vs. Cohen*, 392 U.S. 83, at 101 (1968) [return]

[19] *Flast vs. Cohen*, id., at 102 [return]

[20] *Golden vs. Swickler*, 394 U.S. 103 (1969) [return]

[21] *United States Parole Commission vs. Geraghty*, 445 U. S. 388 (1979). [return]

[22] All government employees operate their kingdoms under contract, and the Tort requirement of damages is not relevant whenever contract enforcement is up for consideration. [return]

[23] By way of analogy to understand just how serious a prosecution threat is from a Government Employee involved with law enforcement, the Federal Judiciary deems the mere threat of a criminal prosecution, from a Government Employee involved with law enforcement, is a sufficient *Justiciable Controversy* as to attach potential Federal intervention into the Controversy, by way of a petition for a Federal District Court Restraining Order. Such a Federal Injunction was granted in the background circumstances Surrounding *Leis vs. Flynt/Hustler Magazine* [439 U.S. 438 (1978)], which was a Counsel Case. Another Federal Injunction was granted in *Wooley vs. Manyard* [430 U.S. 705 (1976), where the Supreme Court ruled that the First Amendment attaches to expressions of political dissent on automotive license plates], which held that persons are entitled to Declaratory and Injunctive relief in Federal Courts from threatened state criminal prosecutions. For a discussion about how defendants in state criminal proceedings are often stuck between a "Scylla and Charybdis" (meaning between two dangers, either of which is difficult to avoid without encountering the other), see an extended discussion of the use of Federal Suits to enjoin state criminal prosecutions, starting at page 710. Although this discussion here is about *Justiciability* in general, if you are directly seeking such Federal intervention, there are *Principles of Abstention* stemming from equitable restraint that Federal Magistrates are also required to honor. See:

- *Huffman vs. Pursue*, 420 U.S. 592, at 609 to 610, and Footnote #21 (1975);
- *Younger vs. Harris*, 401 U.S. 37 (1971);
- *Stefanelli vs. Minard*, 342 U.S. 117 (1951);
- *Douglas vs. City of Jeanette*, 319 U.S. 157 (1943).

So change the factual setting to accommodate the Law. Federal Magistrates do not rebuff your petitions for Injunctions because they are some *sub rosa* Fifth Column Commie operatives, but because they are operating on a narrow slice of limited jurisdiction, having been given just that limited amount of jurisdiction by the Congress, which in turn is on a limited jurisdictional mission itself by the states. [return]

[24] If the Inspector is a clever one, he may perceive that you are trying to pull off something grand with him by your unusual line of questioning, and so extracting the necessary admissions and confessions may be difficult in some cases. One way to handle these sharpie types is to irritate them. For example, among other things, I am a Marijuana Grower [I am quite interested in Horticulture]. When Affidavits which talk about my Marijuana Growing (in glowing terms and which address the Government law enforcement reader downward in playfully snooty and condescending terms to stir up irritation) are read by a police lieutenant bulldog, then his subsequently telling you to your face when he barks and snaps at you, that your specific activity is a crime under state Public Health statutes, and that he would arrest you immediately if he only knew exactly where such cultivation is taking place, is your *Justiciable Controversy*. The police lieutenant did not understand the significance of his statements, but he:

1. Made the specific assertion of the jurisdictional attachment of those penal statutes to me, without any inquiry being made as to my Status; (What if I work for the KGB and have a Russian Diplomatic Passport? He never made a Status inquiry, and yet he doesn't have any right to arrest me. Reason: Through the overruling intervention of *International Law*, my Diplomatic Immunity Status would preclude everything.)

2. Identified himself as an administrative adversary; That police lieutenant very much has the required administrative jurisdiction to

> throw a criminal prosecution at me, and through those threats, he created the necessary *Justiciable Controversy* that would not have otherwise existed had he not blown his lid over the very idea of being mouthed off to, even if I did have to help him out a little by irritating him.

...By the way, a written Admission to a criminal offense is like an *in rem Rescission of Contract* on your Birth Certificate: Because of and by itself, that Admission, like the Rescission, means absolutely nothing. Here in New York State, Criminal Procedure statutes require collaborating evidence to support Admissions, or else the Admission is non-admissible [see *People vs. Votano*, 231 NYS2nd 337 (1962)].

> "A person may not be convicted of any offense solely upon evidence of a confession or admission made by him without additional proof that the offense charged has been committed." - *NYS Criminal Procedure Law*, Section 60.50.

Yes, the Law operates out in the practical setting, and not on paper; and what is presented on paper is frequently not that important. There is a reason why sometimes what is written on paper becomes important, as I will explain later. [return]

[25] In the Case called *Roe vs. Wade* [410 U.S. 113 (1972)] the Supreme Court talks about a special type of *Justiciability* that may fit your circumstances. The general rule in Federal Cases is that an actual controversy must exist at each stage of appellate or Certiorari review, and not just at the original time the action was initiated (*SEC vs. Medical Committee for Human Rights*, 404 U.S. 403 (1972), and Cases cited therein). The special type of *Justiciability Controversy* is one where the factual circumstances:

> "... could be capable of repetition, yet evading

> review." - *United States vs. W.t. Grant*, 345 U. S. 629, at 632 to 633 (1953), as cited with others in *Roe vs. Wade*, id., at 125.

I see many confrontation settings out on the highway that repeat themselves over and over, yet action is not taken on every infraction. [return]

[26] You need to know that all Judges, State and Federal, are quite reluctant to simply toss aside a criminal prosecution (where the defendant is up against very specific and blunt wording in statutes, and where the Government has an eyewitness who saw you commit that heinous act), merely because of the operation of an unwritten Common Law Doctrine that is not provided for anywhere in statutes, due to "Public Policy" considerations, so called. [return]

[27] In criminal conspiracy prosecutions, by the nature of the crime, the acts of one person affects the acts of others. So if two persons are charged with conspiracy, and one is acquitted, the charges against the remaining conspirator must be dismissed on appeal [*United States vs. Starks*, 515 F.2nd 112 (1975)]. The Principle used to require dismissal is Collateral Estoppel; and similarly, if the conviction of one conspirator is reversed on appeal due to insufficiency of evidence, then the remaining conspirator is excused as well [*Lubin vs. United States*, 313 F.2nd 419 (1963)]. Since the acts of one conspirator depend upon the other to complete the crime, Collateral Estoppel enters the scene to restrain the second act when the first act fails; and this same Principle operates on Administrative Law Demands, at least theoretically -- when a collapse of administrative jurisdiction later restrains an assertion of judicial jurisdiction. [For a discussion on Collateral Estoppel in conspiracy prosecutions, see Barry Tarlow in *Defense of a Federal Criminal Prosecution*, 4 National Journal of Criminal Defense 183, at 252 (1978)]. [return]

[28] Up until as recently as 1950, there were still only a

handful of Federal administrative agencies in existence, so there was little administrative law going on to be ruled upon. [return]

[29] *Pena-Cabanillas vs. United states*, 394 F.2nd 785 (1968) [Collateral Estoppel acts to restrain the presentation of evidence favorable to the accused when that evidence was litigated earlier in another criminal setting.] See Generally, *The Use of Collateral Estoppel Against the Accused*, 69 Columbia Law Review 515 (1969). [return]

[30] Correct Principles manifest many benefits that surface at different times and in different settings:

> "To preclude parties from contesting matters that they have had a full and fair opportunity to litigate, protects their adversaries from the expense and vexation attending multiple lawsuits, conserves judicial resources, and fosters reliance on judicial action by minimizing the possibility of inconsistent decisions." - *Montana vs. United States*, 440 U. S. 147, at 153 (1979). [return]

[31] For example, consider the words of Warren Burger as he talks about lawyers circumventing the administrative process:

> "Consistent failure by courts to mandate utilization of administrative remedies -- under the growing insistence by lawyers demanding broad judicial remedies -- inevitably undermines administrative effectiveness and defeats fundamental public policy by encouraging "end runs" around the administrative process." - *Moore vs. East Cleveland*, 431 U.S. 494, at 525 (1976). [return]

[32] "...judges must be kept mindful of their limitations and of their ultimate public responsibility by a vigorous

stream of criticism expressed with candor however blunt." - Justice Felix Frankfurter, as quoted by the editors of *the Supreme Court Review*, inside front cover [University of Chicago (January, 1984)]. [return]

[33] Narrow opinion or not, there is a doctrine running through the Supreme Court that states that it is uncertainty itself that attracts disputes and interferes with that judicial economy of minimizing the number of cases that they talk about so much ["... uncertainty attracts disputes..." *Geisler vs. Thomas Colliery Company*, 260 U.S. 245, at 260 (1922)]; so it might be provident to write opinions that elucidates well the doctrine being expounded. [return]

[34] Remember that the Law is a line, and it is just as easy for anyone to be on one side of the line as it is to be on the other side. For example, if issues that are raised in an administrative setting are ruled adversely against you in some type of an administrative *Nisi Prius* hearing, and you fail to appeal that adverse administrative decision, *Res Judicata* bars you from later on relitigating those issues that you lost on, in a higher level Judicial setting. See, for example, *United States vs. Rylander*, 460 U.S. 752 (1983); [Mr. Rylander was dragged into Court before a Federal Judge in an attempt to extract some contract compliance out of him. He asserted some defenses in that Enforcement Hearing, and the Federal Judge ruled against him. Mr. Rylander did nothing to reverse that adverse judgment against him, and so when his Contempt Hearing came around at a later time, Mr. Rylander then re-presented the same issues to the same Judge a second time, and the U.S. Attorney objected. On appeal, the Supreme Court ruled that issues that were raised, or could have been raised, at the initial judicial Enforcement Hearing were *res adjudicata* against Mr. Rylander at his later Contempt Hearing. Reason: Failure to appeal. The *Principle of Nature* the Supreme Court was ruling on involves the acceptance of judgments by silence that your failure to appeal seals against you; to hold otherwise would be a Tort against your adversary.]

And in *United States vs. Secor* [476 F.2nd 766 (1973)], the Defendant there was barred from relitigating his claimed Fifth Amendment privilege at his later Contempt Hearing, since he had raised that same issue in an initial enforcement hearing, lost, and then failed to appeal [id., 476 F.2nd, at 769]. So whenever the monkey gets put on your back, get rid of it -- but quick. By the way, those Enforcement Hearing judgments are not final decisions, and are very much appealable [*Reisman vs. Caplin*, 375 U.S. 440, at 449 (1964)]. [return]

[35] Many times this *Estoppel Doctrine* is really invisible by first surfacing in a Courtroom, making its appearance, doing its work, and then disappearing without any trace of identification that it was once there. In 1980, the California Supreme Court ordered the discharge of charges against a criminal misdemeanant without any reference to *Estoppel Principles*, because he had been previously released from civil liability in connection with his heinous crime [See *Hoines vs. Barney's Club Inn*, 28 Cal.3rd 603 (1980)]. [return]

[36] And I have seen the operation of that interesting *Settle it at the Lowest Level Principle* at work in many seemingly unrelated professional disciplines, from handling grievances in business relationships and diplomatic settings, to handling exception processing in computer hardware engineering, and in the accident recovery procedures in the design of nuclear power plants. [return]

[37] People who publicly express any one of several principles, closely correlated to this *Settle it at the Lowest Level Principle* may cause irritation in the inner sanctums of ruling power. Consider William of Occam, who was a Fourteenth Century philosopher at Oxford University, and whose teachings were condemned by the Pope; his Principle is known as *Occam's Razor*, and it is this identical same Principle expressed in different words: That entities are not to be multiplied beyond necessity (i.

e., that there is to be no enlargement of the grievance beyond necessity). [return]

[38] One of the biggest slip up steps is the fact that the IRS does not give out *Contested Case Administrative Hearings* to anyone. Yes, the IRS will schedule an audience with an agent, and in some larger grievances, they will even schedule a Conference in Washington -- when they feel like it; but never is there any Administrative Hearing scheduled that possesses all of the juristic accoutrements that characterize legitimate Administrative Hearings: An Administrative Law Judge possessing the administrative jurisdiction to settle the grievance; true adversary proceedings; presentation of evidence; transcripts; witnesses and cross-examination; administrative subpoenas; and the like. [return]

[39] "... it is deeply distressing that the Department of Justice, whose mission is to protect the constitutional liberties of the people of the United States, should even appear to be seeking to subvert them by extreme and dubious legal arguments." - Justice Brennan, in *United States vs. Chadwick*, 433 U.S. 1, at 16 (1976). [return]

[40] "... a nontaxpayer is outside the administrative system set up for the collection of a refund of overpaid taxes, and is not required to file a claim for refund to recover money taken from him... The revenue laws are a code or system in regulation of tax assessments and collection. They relate to taxpayers, and not to nontaxpayers, and no attempt is made to annul any of their rights and remedies in due course of law. With them Congress does not assume to deal, and they are neither of the subject nor of the object of the revenue laws..." - *Economy Heating vs. The United States*, 470 F.2nd 585, at 589 (1972)] [sentences quoted out of order]. [return]

[41] *Evans vs. Gore*, 253 U.S. 245, at 261 (1919). [return]

[42] The fundamentalists will submit the proposition that since Prophecies have already declared that no one will

soon be able to buy or eat without some Taxpayer type of identification, it's best just to throw in the towel now and bag everything; ignoring the fact that Prophecies are conditional, and often are proposed statements of what either could have been or what might be designed to show contrasting consequences for some expected behavior. [return]

[43] Since that decision would be out of harmony with the underlying structural basis of the Declaration of Independence and every Principle of Republican freedom of choice in separating or not separating ourselves from the King (which is one of the meanings of the Doctrine of Separation of Church (the People) and State), and violate *Principles of Individual Responsibility* (that vitiate the need for any Social Security whatsoever) that our Founding Fathers stood for and initiated, then such an adverse decision would give rise to an opportunity, as a *Casus Belli*, to reflect and re-evaluate our national Status at Law under the *Reservation Clause* of the Declaration of Independence:

> "But when a long train of abuses and usurpations, pursuing invariably the same Object, evinces a design to reduce [us] under absolute despotism, it is [our] right, it is [our] duty, to throw off such Government, and to provide new guards for [our] future security."

So then the question would be whether or not the time has come to deal with the King the same way the King's Agents have dealt with John Singer and Gordon Kahl: Out of the barrel of a gun; and in the case of Gordon Kahl, literally on the cutting edge of a fireman's axe. But at the present time, with the Judiciary operating on Natural ethics and Natural Law, and with reversals and setbacks being experienced from our own defective factual settings, our *ingorantia juris*, our manifold invisible contracts, and our being clumsy, then encouraging structural modifications to this jurisprudential structure is self damaging, and is to be discouraged. [return]

[44] Yes, that is my hunch, and the Law is actually administered partially on hunches. Judges are supposed to be:

> "... the depositories of the laws like oracles, who must decide in all cases of doubt and are bound by an oath to decide according to the law of the land." - I *Blackstone Commentaries*, at 169.

but the practical facts are that hunches frequently play heavily in the reasoning of a Judge. See *The Judgment Initiative: the Function of the 'Hunch' in Judicial Decision* by Joseph Hutcheson, Jr. in 14 Cornell Law Quarterly 274 (1929). [return]

[45] 455 U.S. 252 (1981). [return]

[46] By the end of this Letter, the special suggestive nature of the word *Citizen* should be understood, as *Citizens* are objects carrying around reciprocal liabilities of Federal Income Taxation in exchange for federal benefits accepted, and invisible contracts are in effect -- making any default by *Citizens* in the King's financial reciprocity expectations as an act of defilement. [return]

[47] "The makers of our Constitution undertook to secure conditions favorable to the pursuit of happiness. They recognized the significance of man's spiritual nature, of his feelings and of his intellect. They knew that only a part of the pain, pleasure and satisfactions of life are to be found in material things. They sought to protect Americans in their beliefs, their thoughts, their emotions and their sensations. They conferred, as against the government, the right to be let alone -- the most comprehensive of rights and the right most valued by civilized men." - Justice Louis Brandeis in *Olmstead vs. United States*, 277 U.S. 436, at 478 (1927). [return]

[48] 26 USC Section 1402(g). [return]

[49] This *Lee* Case centers itself around the *Employer/ Employee* relationship setting. The general "right" of Employers to hire Employees was long ago settled to be an appropriate subject of taxation, and this is true both before and after the adoption of the United States Constitution.

> "The language of the Constitution and of many acts of Congress cannot be understood without reference to the common law." - *Schick vs. United States*, 195 U.S. 65, at 69 (1903)].

In *Steward Machine Company vs. Davis*, 301 U.S. 548 (1936), the Supreme Court explains why the right of Employers to hire Employees is in fact a State sponsored privilege [due to its Commercial nature], and serves as an appropriate subject of taxation, as I will explain later. Additionally, a tax imposed upon the Employer for unemployment benefits inuring to the Employees, is also proper, and the Constitution offers no restrainment here either. [See *Carmichael vs. Southern Coal Company*, 301 U. S. 495, at 508 et seq. (1936)]. [return]

[50] What are called *waivers* are really high-powered instruments, since, when properly handled, they can nullify and amend contracts, and yet, not that much has been spoken about these fellows. For a discussion on the distinction and lines of demarcation drawn by judges as they distinguish between *waivers* functioning as contract addendums, or functioning as instruments of *Equitable Estoppel*, see Colin Campbell in *The Doctrine of Waivers*, 3 Michigan Law Review 9 (1904). [return]

[51] Remember that when they are in effect, Commercial contracts come first in American Jurisprudence when settling grievances, just like they come first in that Nature that American Jurisprudence is modeled after, and just like they come first in the mind of Heavenly Father who created Nature, and just like Contracts will come

first in Father's impending Last Day Judgment, where structurally similar nice sounding Tort Law arguments of rights and unfairness will also be taking a back seat. [return]

[52] That Constitutional contract of 1787 was designed to restrain unreasonable Government Tort feasance under a limited number of Tort Law factual settings. Since Commercial benefits were being accepted and experienced by the Amish Employers who had voluntarily entered into King's Commerce, and the King had published the terms of the Commerce Game Rules in his statutes before the Amish went into default on their Social Security contracts, then would someone please explain to me just where the unreasonable Tort feasance lies? [return]

[53] The reason why I discourage the nonchalant tossing aside of Commercial Contracts is because that indifference will translate over into other areas and interfere with the successful fulfillment of your important Celestial Covenants, when Lucifer's imps present to you their large array of day-to-day clever Contract avoidance excuses sounding in Tort. [return]

[54] "The inquiring mind will ask, `Why is this so?' The answer is simply that we may know good from evil; all the facts which you and I understand are by contrast, and all glory, all enjoyment, every happiness, every bliss are known by its opposite. This is the decree, this is the way the Heavens are, the way they were, and the way they will continue to be, forever and forever." -Brigham Young, in a discourse in Salt Lake City, October 8, 1876; 18 *Journal of Discourses* 257, at 258 [London (1877)]. [return]

[55] The Principle I invoke to throw sharply contrasting presentations of divergent views at folks is merely the specific application of a much larger Principle that Father invoked when directing the Creation of this planet: That there must needs be contrasting opposites in *all* things, as Brigham Young just mentioned in the previous footnote. Writing in about 580 BC, a marvelous man once

recognized this Principle:

> "For it must needs be, that there is an opposition in all things." - Lehi, as now appearing in *Nephi* 2:11.

Today, applications of this Principle are found at all levels of scientific research -- in a strata of intellectual knowledge that did not exist when Lehi was writing those words. Gremlins, too, have taken special notice of this Principle, as they put in their honest days' work trying to run some civilization into the ground. Chairman Mao has deemed the recognition of this *Opposition Principle* by his associates to be the most important one of them all in advancing the interests of Gremlins, and so he wrote a piece called *On Contradictions*:

> "The law of contradictions in things, that is, the law of the unity of opposites, is the basic law of materialistic dialectics. Lenin said, `Dialectics in the proper sense is the study of Contradiction *in the very essence of objects*.' Lenin often called this law the essence of dialectics; he also called it the kernel of dialectics. ...

The universality of absoluteness of contradiction has a two-fold meaning. One is that contradiction exists in the process of development of all things, and the other is that in the process of development of each thing is a movement of opposites exists from beginning to end." - *On Contradiction* by Mao Tse-tung; "Selected Works of Mao" page 311 [Foreign Language Press, Peking (1961); Volume I]. Written in August of 1937, *On Contradictions* was delivered in lectures to his thugs and hoodlums at the Anti-Japanese Military and Political College in Yeneh, and later underwent revision to delete profane language.

After observing that even simple mechanical motion itself was a contradiction [id., at 316], Mao went on to write a

correlative piece called *On the Correct Handling of Contradictions among the People* in 1957, stating that there are two types of "social contradictions" in effect: One is between ourselves and the enemy, and another is between ourselves and each other [see *The Revenge of Heaven*, at page 398, by Ken Ling (G.P. Putnam's Sons, New York (1972))]. As applied to Tax Protesting literature, substituting the King as the enemy for the first type, and folks disseminating Tax Protesting literature as the second type, then under Maoist Doctrine as a model, either the King is your enemy or your philosophical comrades [Tax Protestors] are. As is usually the case, Gremlins are close enough to reality to satisfy most inquiring minds, as they do frequently start out with a correct proposition -- but there the accuracy ends, because the true enemy in this world isn't something external like an invading army nor the King, but rather the real enemy always lies within ourselves: The King with his lies and extravagant financial demands, as well as Tax Protestors who mean well but disseminate erroneous and defective information, can succeed in their objectives to saturate your intellect with their views only to the extent that you find their error to be attractive. And *opposition* is an essential ingredient in our Salvation:

> "It is one of the grandest attributes of Deity that He saves and exalts the human family upon just and Eternal Principles; that He gives to no man, or no woman that which they have not been willing to work for, which they have not expanded themselves to receive, by putting in practice the Principles He reveals, *Against All Opposition*, facing the wrath and scorn of the world -- the world which cannot give a just cause, a reasonable pretext for the *opposition* it has ever manifested to the truths of Heaven. It is a characteristic of our Father, a Principle of His divine economy to exact from every soul a fitting proof of its worthiness to attain the exaltation to which it aspires. There are no heights that may not be surmounted [*without opposition*], but they must be reached

> in the way that God has ordained. Man may think to accomplish Salvation by carrying out the selfish desires of his own heart; but when he fails to take God into consideration, his Creator, and the Framer of the Laws whereby we mount into Exaltation and Eternal Life, he knocks the ladder from under himself whereby he might [have] climbed to that glorious state." - Orson F. Whitney in a discourse delivered at the Tabernacle on Sunday, April 9, 1885; 26 *Journal of Discourses* 194, at 196; [London (1886)]. [return]

[56] And one of the things we would be up against as Judges, in trying to rule in favor of individuals and against Government, is the fact that there has been a general declension in American's status, away from property law rights, and into a tight contract relational setting with Government affixed as a party thereto where Tort Law Constitutional restrainments are increasingly less and less applicable:

> "But the days when Common Law property relationships dominated litigation and legal practice are past. To a growing extent economic existence now depends on less certain relationships with government -- licenses, employment, contracts, subsidies, unemployment benefits, tax exemptions, welfare and the like. Government participation in the economic existence of individuals is pervasive and deep. Administrative matters and other dealings with government are at the epicenter of the exploding [volume of] law. We turn to government and to the law for controls which would never have been expected or tolerated before this century, when a man's answer to economic oppression or difficulty was to move two hundred miles west." - Supreme Court Justice William Brennan, at a *Text and Teaching Symposium* at Georgetown University, October 12, 1985. [return]

[57] In the Spring of 1976, the Atlantic Richfield (ARCO) Oil Company published a series of advertisements in major newspapers across the United States, soliciting public opinion on just what changes Americans would like to see. ARCO seemed very concerned about making changes in the United States:

> "We'd like your help. We need your vision. We want you to tell us about the changes you would like to see take place in America -- and in our American way of life. ...We have always been a nation more interested in the promise of the future than in the events of the past."

In his *Farewell Address*, President Washington had a few words to say about the importance of remembering our past, as there are lessons to be learned there -- but Gremlins want nothing to do with George Washington or anything else Celestial his Status represented. Gremlins have big plans for the future which require us to discard the past, and so we should not be too surprised to see a Rockefeller Cartel, corporate nominee like ARCO never bothering to ask us just what we might like to see remain the same, while urging us to forget the past and toss aside the counseling of our Fathers. [See generally a two-page ARCO advertisement called *the Tricentennial* in the *New York Times Magazine*, ages 44 and 45 (Sunday, April 18, 1976)]. [return]

[58] Benefits accepted are the key to lock folks into reciprocal demands of Excise Taxation that Juristic Institutions lay on objects within their jurisdiction. Once the King has created certain benefits, it is very much provident for the King to create reasonable expectations of a reciprocal *quid pro quo* (that "something for something") on benefit acceptants [unless his Charter explicitly disables him from asking for certain types of reciprocity]. For example, in 1933, Congressional Hearings were held to create a sequence of *lex* statutes custom tailored to provide benefits for workers:

> "A *Bill* giving the protection of the law to the worker's right to work and guaranteeing him an equal share of the employment available; forming trade associations to effectuate such rights and to enable such industries to stabilize business and to provide certain benefits for their employees; and imposing certain excise taxes." - Senate Bill 5480, 72nd Congress, Second Session; as printed in [*Worker's Right to Work*, "Hearings Before a Subcommittee of the Committee on the Judiciary," at page 1; 72nd Congress, Second Session (February, 1933)].

Notice how, in reading that quotation from Senate Bill 5480, once benefits were created, they were thrown at a class of people (workers), then a demand for a reciprocal excise tax was then laid in return. That is the same pattern we find in all Taxation schemes that we uncover: Benefits created and then accepted, and then reciprocity expected back in return. And when benefits offered conditionally are accepted, then invisible contracts are in effect, and failure to reciprocate is now an act of defilement. Rather than snickering at Judges after the defilement has taken place, it would be provident to consider rejecting the benefit before hand. [return]

[59] *United States vs. Lee*, 455 U.S. 252, at 280 (1981). [return]

[60] There are many books and research papers all pointing to the same conclusion, but for different reasons. Exemplary perhaps would be Peter Ferrara's *Social Security*, published by the Cato Institute, San Francisco, California (1980) [The Cato Institute has since moved to Washington, D.C.]. Also in this line is the Austrian School of Economics, which includes Ludwig von Mises, Murray Rothbard, and F.A. Hayek, *Inter Alios*. Consider the following story of a Wealth Transfer grab by Ludwig Von Mises:

> "Paul in the year 1940 saves by paying one

> hundred dollars to the national social security administration. He receives in exchange a claim which is virtually an unconditional IOU... drawn upon future taxpayers. In 1970, a certain Peter may have to fulfill the government's promise although he himself does not derive any benefit from the fact that Paul in 1940 saved one hundred dollars.
>
> "Thus it becomes obvious that... [t]he Pauls of 1940 do not owe it to themselves. It is the Peters of 1970 who owe it to the Pauls of 1940. The whole system is the acme of the short-run principle. The statesmen of 1940 solve their problems by shifting them to the statesmen of 1970. On that date the statesmen of 1940 will be either dead or elder statesmen glorying in their wonderful achievement, social security." - Von Mises, in *Human Action: A Treatise on Economics*, pages 847 et seq. (Third Revised Edition 1963). [return]

[61] In 1936, the Supreme Court went into a protracted discussion where the arguments were Patriot oriented, i. e., that arguments were made that the relational status of *employment* is one so essential to the pursuit of happiness, that it may not be burdened with a tax. Like Tax Protestors today, the petitioner back then argued that *employment* is a "natural" or "inherent" or "inalienable" right, and not a Government "privilege" subject to taxation. The Supreme Court disagreed, stating: "But natural rights, so called, are as much subject to taxation as rights of less importance." - *Steward Machine vs. Davis*, 301 U.S. 548, at 580 (1936).

The reason why this is so, is rather simple and blunt: *because you are in business*:

> "Employment is a business relation, if not itself a business. It is a relation without which business could seldom be carried on effectively. The power to tax the activities and

> relations that constitute a calling considered as a unit is the power to tax any of them. The whole includes the parts." - *Steward Machine*, id., at 581.

Whenever Commercial contracts are in effect [meaning that you are experiencing hard financial enrichment coming out of that contract], and particularly more so when a Juristic Institution is a party to that contract [meaning that Government is supplying the Commercial benefit you are experiencing], then claiming the Tort of unfairness when uncomfortable impediments surface in the relationship later on [like heavy taxation], *those unfairness claims are not an addressable argument in court*. In Nature, contracts (if they are in effect) ascend to an elevated overruling dominate priority when settling grievances -- a *Principle of Nature*, which if not learned now, will be learned in no uncertain terms at the Last Day before Father. So rather than acting like some goofy lawyer clown [who was taught legal procedure, not Principles, in Law School] and throw arguments at judges that are sounding in the Tort of unfairness, you might want to be slick and smooth in your *Modus Operandi* from now on, operating your Life like a well-oiled machine: Before preparing to argue a grievance, first scan the factual setting for the possible presence of an invisible contract [you will know how to identify invisible contracts by the end of this Letter]. If a contract is present, then back off from arguing unfairness Tort claims. If the grievance cannot be won *on-point* because an invisible contract is controlling, then avoid the Courtroom grievance scene as a pre-planned confrontation altogether. The Illuminatti Gremlins and Witches make no effort to identify the possible presence of a Contract controlling from the First Estate; so like Tax and Highway Protestors who lose now with their manifold Tort arguments of Constitutional unfairness, Illuminatti and Witches will also be loosing at the Last Day for the same identical reason: An invisible contract surfacing to wash out Tort arguments.

See generally, Professor John MacArthur Maguire in *Taxing*

the Exercise of Natural Rights, Harvard Legal Essays, at pages 273 and 322 (1934). [return]

[62] Whenever contracts are in effect, only the content of the contract is relevant. This is a *Principle of Nature* found in all settings, and is a concept for settling grievances, which if not learned now, will be learned at the Last Day -- when Illuminatti defense arguments sounding in the Tort of justifying damages are tossed aside and ignored by Father, who [just like Federal Judges today], will pull an invisible contract out of His sleeve [by returning to us our memory of the First Estate], and then only talk about that contract. [return]

[63] *United States vs. Lee*, id., 455 U.S., at 261. [return]

[64] "No one is compelled by law to engage in the business of buying and selling merchandise, stocks, operating railways, or in any particular business whatsoever. If he chooses to do so, he submits himself of his own choice to any excise tax that may be uniformly laid upon that particular kind of business." - Remarks of former Vermont Senator George F. Edmunds, in Senate Document #367, page 2, entitled *Income Tax*, 61st Congress, Second Session [GPO, Washington (February 17, 1910)]. [return]

[65] As for the timeliness of objections, failure to object is automatically fatal, and failure to object timely is equally as fatal. The most important statement in this entire discussion on contracts is this: The bottom line on contract annulment is the *State of Mind* of the parties at the time of, and immediately prior to, the execution of the contract, since your fundamental argument is that you did not voluntarily enter into any contract with the King; and so now the very existence of the contract itself is disputed. If you want out of these contracts the King coerced you into by way of his clever administrative rule making on Employers by contracts, then your State of Mind at the time when benefits were first accepted, when the contract was initially entered into, has to be proven by you, through written, timely

objections; otherwise, you lose. [return]

[66] I was once in a Federal District Courtroom when the Judge wanted to make a Statement, by snorting at a poor *pro se* litigant arguing Tort when an invisible contract was controlling. I could just feel it coming in the air as there was an eerie mystique in gestation up on the Bench; I detected that a tongue-lashing was imminent. Yes, just like the strange momentary calm quiescent lull that always precedes a hurricane; this was going to be one jungle snort that would be long remembered. The Judge wanted this impending snort to cover every single square inch of his courtroom kingdom like a blanket; so having sensed the requisite tranquil atmosphere of attentive silence that he wanted from the public seats in the back of the courtroom, the Judge stood up, threw his derogatory *pro se* slur at the poor fellow, and then sat back down again. Having made his Statement, having thrown his playful little snort at the *pro se* litigant, after folks in attendance regained their composure, the machinery started back up in motion, and the courtroom business went forward. [return]

[67] "The term 'adhesion contract' refers to standardized contract forms offered to consumers of goods and services on essentially a 'take it or leave it' basis without affording the consumer a realistic opportunity to bargain and under such conditions that the consumer cannot obtain the desired product or services except by acquiescing in the form contract." - *Victoria vs. Superior Court*, 710 P.2nd 833, at 837 (1985). [return]

[68] "Contracts of Adhesion are standardized contracts characteristically used by large firms in every transaction for products or services of a certain kind. The use of such contracts can have profound implications for ordinary notions of freedom of contract:

> "The weaker party, in need of the goods or services, is frequently not in a position to shop around for better terms, either because the author of the contract has a monopoly (natural or artificial) or because all competitors use

> the same clauses. His contractual intention is but a subjection more or less voluntary to terms dictated by the stronger party, terms whose consequences are often understood only in a vague way, if at all."
>
> "Kesler, *Contracts of Adhesion -- Some Thoughts About Freedom of Contracts*, 43 Columbia Law Review 629, at 632 (1943). For a more recent discussion of adhesion contracts, see Leff in *Unconscionability and the Code -- The Emperor's New Clause*, 115 University of Pennsylvania Law Review 435, at 504 (1967)." - Anthony Krouman in *Contract Law and Distributive Justice*, footnote #23, 89 Yale Law Journal 472 (1980). [return]

[69] In contrast to that, Commercial contracts will face judicial supervisory rearrangement when pure *Mutual Assent* has been quietly withdrawn from the contract factual setting, by reason of the contract's *adhesive* origin. If a convenient clause within a contract is *adhesive*, then any ambiguities surrounding the interpretation of that covenant will be subject to stricter construction, and held against the party possessing the stronger bargaining weight (meaning the party who provided the standardized, pre-printed contract forms) [See *Graham vs. Scissor-tail, Inc*., footnote #16, 623 P.2nd 165 (1981)]. [return]

[70] In *Carter vs. Duchess Community College*, 735 F.2nd 8, at 13 (1984), the Second Circuit mentioned that the FLSA also offers the benefit of eliminating unfair competition among workers looking for jobs, even before they are hired. [return]

[71] Such benefits are both Commercial and political in nature. [return]

[72] To Object to something is to make a *Statement*, which is in itself an art. To make a *Statement* is to place someone else on Notice that you are not what they thought

you were. Here, our Objection is to place all Judges, both State and Federal, on *Notice*, that we are not the gameplayers in King's Commerce pursuing that type of Governmentally assisted enrichment that they otherwise assume that we are through our silence; we are not one of those types that the King has a reasonable expectation of taxation reciprocity on. We are not ones to have accepted juristic benefits that carried along with them latent reciprocal hooks of taxation expectations retained by the benefit donor. So this Objection is to make a *Statement*, and *Statements* are intended to change the opinions held by others. And as we probe around a bit and change settings over into different areas, we find that the fine art of making a *Statement*, to change the otherwise frozen opinions of others, actually goes on world wide:

> ...It was a nice sunny morning on this Friday, December 2, 1977. About 50 miles off the coast of South Carolina there occurred a tremendous boom in the atmosphere at about 10am, which when it arrived inland at Charleston caused dishes to rattle, furniture to shake, and giblets to roll over. Was it a ship that exploded, or maybe an aircraft? No one knew. Later the same day, at 3:45pm, 650 miles to the north-northeast off the New Jersey Coast there occurred a second boom in the atmosphere; this one was felt throughout the New York metropolitan area from Maine, New Jersey, all the way up the East Coast to Connecticut. Sensors at the *Lamont-Doughtery Geophysical Laboratory* north of New York City jumped off the scale.

Was it an earthquake? If it was an earthquake, then where was the secondary wave? In Manhattan, more dishes rattled and more furniture shook. A Manhattan housewife once related the following story:

> "My older kids were in school, and I was at home with my smallest children when I heard this tremendous boom. It sounded like a deep lull, a thundering roar from the bowels of Earth. It was

> all-encompassing; it could have been next door or it could have been a million miles away. It sounded like a bomb. I grabbed my kids and ran to the wall. I turned on my radio, but heard nothing there about it. When the kids came home from school, I found out they had been scared, too; the teachers claimed that it was Con Edison. But the boom sounded as if something had hit the bottom of the Earth."

Then she turned to that newspaper the world esteems as great -- the *New York Times*, for Saturday and Sunday, December 3rd and 4th, but found no story or talk whatsoever on the boom anywhere. Like the radio stations, the great newspapers were silent on the booms, and so she turned to her friends, who also very much felt the boom, but they too just drew a blank. Something about this was eerie, it was strange, there was dimension to these booms that was different -- and why the silent treatment?

Over the coming days, more booms were heard up and down the East Coast, particularly on December 20th. When the news media did finally get to talk about it, the booms were generally characterized as a joke. A few months later, the *New York Times* would try to deflect attention over to the *Concorde* supersonic jet as being the explanation to feed to the public [see the opinion of an *intelligentsia* clown, Dr. Jeremy J. Stone, trying to wash it all away, in the *New York Times* ["Scientist Says Data Upholds Thesis Tying Concorde to Coastal Booms"], page B16 (March 16, 1978)]. Three days later, the *New York Times* reluctantly ran a story discrediting what their precious Dr. Stone had just said, as the United States Navy said the Concorde was probably not the origin of those booms [see the *New York Times* ["Concordes May Be Booming"], page E9 (March 19, 1978)], but the Navy did not identify the origin of those atmospheric booms.

The reason why those booms first triggered the media's silent treatment, then the joke treatment, then outright fraudulent distortions trying to wash it all away, is because the Gremlins knew all along what the origin of

those booms were, and those booms are directly related to the impending invasion of the United States by Russia -- and the Gremlins controlling both the Federal Government and the major news media in New York City do not want anyone to be cognizant of the surprises they have in store for you and me. Deception is very important to Gremlins, and correlative to that, sequestering away key factual information on impending damages is a necessary accessory instrument of Gremlin aggression in these Last Days preceding the Second Coming of the Savior. That Manhattan housewife, who along with others that experienced those booms, were unknowingly snared in a web of Gremlin intrigue originating back in the early 1970s when the well-orchestrated Gremlin diplomatic deception of *Detente* was in vogue. Back then a hard-driving engineer with good technical common sense named Leonid Brezhnev directed and personally supervised an intense Russian military drive in a little known branch of physics Called *High Energy Physics*. Technological developments produced out of that intense campaign were such items as the *Particle Beam Weapon*, where massive amounts of electricity are projected out of a cannon-like device that Nikola Tesla developed conceptually, and literally tears to shreds the atoms of whatever the beam comes into contact with. Other military hardware produced were electrogravitic *Space Platforms*; these airships use the electrostatic belt around the Earth to elevate and lower themselves, with small side mounted rockets for horizontal propulsion. These Russian space platforms are similar to UFOs in the sense that advanced magnetic technology and gravitic levitation are used to provide propulsion to a vehicle, but the Russian design of the mid-1970s was crude compared to the sleek UFO technology from our Adamic brothers inside the Earth, as the Russians were then able to only use the Earth's gravity to elevate and descend vertically, and so side rockets then had to provide horizontal movement. Using advanced cryogenics and other technology stolen from the West, Leonid Brezhnev tied all these devices together, by mounting a *Particle Beam Weapon* inside a floating *Space Platform*. [See *Aviation Week* ["Beam Weapon Threat"], editorial on page 11, and ["Soviets Push for Beam Weapons"] on page 16 (May 2, 1977). In contrast, see also

the Gremlin's *New York Times* trying to keep the lid clamped down tight on what is happening, in ["Weapon That Fights Missiles Could Alter World Defense Focus"], page 1 (December 4, 1978). The *New York Times* quotes Dr. Ruth Davis, a Gremlin nestled in the Pentagon's bureaucratic structure, as saying that:

> "... there is no scientific evidence to suggest Moscow is actually testing beam weapons." - *New York Times*, id., at D11.

That deceptive Gremlin skew *statement* is technically correct in a limited sense, as yes, there was no *scientific* evidence that beam testing was underway, however, there was an avalanche of *Military Intelligence* evidence coming into American sources back then that Russian beam weapons were being tested. Coming close to hitting the nail right on the head is always particularly irritating to Gremlins, and so there will always be a deceptive skew pushing things off to the side when the preferred *modus operandi* of silence is uncontrollable.]

...The use of a *Particle Beam Cannon* consumes fabulous amounts of electricity (as well it should for the fabulous amount of damages it creates), which is an easy enough deployment when the cannon is on the ground plugged into a nuclear power plant. *Question*: How do you generate 10 megawatts of electricity in an aircraft the size of a 747 jetliner? The answer lies in another interesting piece of hardware developed by Brezhnev -- a rocket propelled generator using rare earth magnetics; a device totally without parallel in the West. The generator only produces peak juice for a few moments -- but for a *particle beam* ray, that's enough.

On that Friday morning off the Coast of South Carolina, a Russian *Charged Particle Beam Cannon* was getting exercised. Operating in a fuzzy de-focused mode, the beam was fired into the atmosphere from a floating *space platform*. These aircraft are also called the *Anti-war*

Machine inside the Kremlin due to the incredible magnitude of military leverage they create for their holders. In the early 1980s, the Russians produced a second generation *space platform* called a *Super-Heavy* -- they are huge, and have a tremendous cargo capacity.

Of all the places on Earth the Russians could have used to test their *particle beam* machinery, they selected the East Coast of the United States politically: To make a *statement* to the Gremlins who are running the show in Washington: That your days are numbered, and you little *nuclear war* Gremlins had better start trembling at the knees.

All Americans will one day become very well acquainted with these *space platform*s, as they will drop in from the heavens and hover out in the open over key American cities and military bases synchronous with the Russian invasion. Those *space platform*s will be there visibly to make a *statement* at that time as well: That an accelerated American surrender would be worthwhile considering. [return]

[73] Title 29, Section 201, et seq. (1982). [return]

[74] See Generally *Mitchell vs. Robert Demario Jewelry*, 361 U.S. 288 (1960). [return]

[75] The *Railway Labor Act* lies in Title 45, Section 151, et seq. Correlative supporting statutes are found in Title 15, Section 21, and Title 18, Section 373, and Title 28, Section 1291. See also related statutes that confer benefits on Railroad Employees: The *Railroad Retirement Tax Act,* the *Railroad Retirement Act,* and the *Railroad Unemployment Insurance Act* in Title 26, Section 3231; Title 42, Section 301; and commingled in with the *Railway Labor Act* in Title 45, Section 151 (et seq.). [return]

[76] Just addressing Employee discrimination alone, the

King has enacted numerous statutes that prohibit discrimination on the basis of:

- Race, gender, and other demographic characteristics in the *Civil Rights Act of 1964* (Title 42, Section 200e-16);
- Age, in the *Age Discrimination in Employment Act of 1967* (Title 29, Section 631, 633a);
- A Handicapping condition, by the *Rehabilitation Act of 1973* (Title 29, Section 791). [return]

[77] And remember that the very word itself, *Employee*, is automatically suggestive of the legal standing of that PERSON being another taxable game player in Commerce; on the floor of a Courtroom it is a business term and carries great significance to it, and so now Protesting arguments sounding in the Tort of *Natural Law Rights* and correlative arguments of unfairness, freedom, claims of Constitutional infractions, and the like, are all not relevant. And having accepted multiple layers of State and Federal juristic benefits, *Employees* now walk around clothed with multiple layers of *Juristic Personalities*, having insulated themselves from using Tort defense arguments by virtue of the multiple layers of invisible contracts in effect that juristic benefit acceptance created latently. Yes, contracts do elevate themselves to an overruling level, washing out all other arguments sounding in the Tort of unfairness and off-point rights, whenever judgments are being handed down -- a *Principle of Nature* that if not learned now, will be learned in no uncertain terms at the Last Day before Father, as Heavenly Father, just like the King, has a large number of contracts to hold us to -- contracts that remain invisible only to those who have not yet *opened their eyes.* [return]

[78] Back in the 1800s, back when our Father's philosophy held the upper hand, *employment* was not an article of King's Commerce; being no juristic benefits permeating the *employment* setting, there were no reciprocal expectations of taxation liability to be concerned with:

> "The labor of a human being is not a commodity or article of commerce." - Title 15 ["Commerce and Trade"], Section 17 [Antitrust *lex*] (October, 1914).

But today, in the 1980s, there are multiple juristic contracts in effect permeating the *employment* scene that were not in effect back in the 1800s. Today, there is *Social Security* (August, 1935), which operates with and without an assigned number in effect; there is the *Fair Labor Standards Act* (June, 1938); and the *Occupational Health and Safety Act* (December, 1970). Those generic contracts are in effect with numerous other specific setting *employment* contracts, such as the:

> *National Labor Relations Act*, Title 29, Section 141 et seq. (June, 1947) [creating arbitration benefits for members of labor unions];
>
> *Coal Mine Health and Safety Act*, Title 30, Section 801 et seq. (December, 1969) [dust, ventilation, and environmental requirements for miners];
>
> *Longshoreman's and Harbor Workman's Compensation Act*, Title 33, Section 901 et seq. (March, 1927) [safe places of Employment];
>
> *Railroad Acts*, Title 45, Section 1 et seq. (May, 1926) [creating a large array of benefits inuring specifically to Employees of railroads].

And as we change over to ecclesiastical settings, nothing changes there, either; as we also once lived in an era with Father when there were no Covenants to be concerned with -- but now there is. Therefore, arguments once entertained back then are no longer relevant today, because Contract Law overrules reasoning sounding in Tort -- if in fact contracts are in effect. Without Covenants, there was once a Time and an Age in the First Estate when

Heavenly Father listened very carefully to our concerns about what was fair and what was not fair; as Spirits, we were without the behavioral specificity that Covenants call for back then, and so what was relevant to be discussed and considered in that embryonic stage of our development back then was anything we felt like making an issue out of. Back then, Father was issuing out *advisories*, today, he is issuing out *commandments* (the word *commandment* implies the right to use force. Notice how the intensity of the words selected has escalated from one Estate to the next. Why is Father now suggesting inferentially the use of force to obtain our obedience? Because Father has our consent to do so, originating from Covenants we all entered into in the First Estate -- Covenants that are now invisible. Although the Covenant itself is invisible, the accessory circumstances generated by its existence are visible -- such as the careful use of some forceful words to characterize the necessity of obedience to some behavioral standards).

In such a passive setting without Covenants our relationship with Father back then was quite quiescent. Without Covenants in effect, arguments considered are very broad and wide-ranging; with specific Covenants in effect governing judgments, the range of permissible arguments is narrowed greatly, and only the content of the Covenant itself is relevant discussion matter. Since there were no Covenants in effect back then, Father had reduced levels of behavioral expectations to hold on us. But today in this Second Estate, things are different -- today multiple invisible ecclesiastical Contracts are in effect, and if we do not get rid of incorrect reasoning sounding in the sugar sweet tones of Tort, then we will be damaging ourselves at the Last Day where Contracts are controlling. Just like Tax Protestors Throwing *Natural Rights* arguments from the 1800s at judges today, extracted from Cases when there were no contracts in effect back in that era, Heathens and Gremlins also using arguments sounding in Tort at the Last Day will go through at that time what Tax Protestors in the United States are going through now in Federal District Courts: Rebuffment and rejection -- but Tax Protestors, like Heathens and Gremlins, have not

figured that out yet. But there the similarity ends: Tax Protestors are quite different in the sense that they head straight for the law books, the court opinions, and the courtrooms in an effort to get to the very bottom of this Tax Question. That *modus operandi* is very beneficial. Heathens and Gremlins stay on an aloof theoretical level, and always stumble from one fundamental error to the next for one reason or another -- they don't have the backbone to be criminally prosecuted simply to get answers to questions. [return]

[79] *Carter vs. Carter Coal*, 298 U.S. 238, at 308 (1936). [return]

[80] *Carter vs. Carter Coal*, id., at 309. [return]

[81] In one of the First Sessions in Council in the First Estate, Father started collecting and rearranging Spirits into groups [meaning a soft Judgment was taking place]. We, as Spirits, then got away with some fairness related reasoning sounding in Tort. However, the next impending Judgment will be a hard Judgment [if *hard* is the word], because Covenants are in effect and Father has much higher standards of behavioral expectations on us. These Judgment standards specifically exclude Tort defense arguments -- and not because Heavenly Father is a Fifth Column Commie Pinko who is trying to run us into the ground, but because the Judgment Law to be governing at the next Judgment [that this Life is now collecting its factual setting evidentiary presentation on] has been changed: Because now invisible Celestial Covenants are in effect from the First Estate. To those Spirits who do not have replacement Covenants that were entered into down here, those First Estate Covenants will be controlling at the Last Day. There were no Covenants in effect when a preliminary stratification of Spirits [by Judgment] took place back in the First Estate, and certain groups of Spirits went off and attended certain Sessions of Council by themselves [for example, the *Noble and the Great* had a very interesting Session all to themselves back then]; and the impending tightening up in Judgment criteria that will be used by Father at the Last Day does not mean that Father's

Law is going to the dogs [as Protestors would like you to believe since Constitutional unfairness arguments are now being tossed aside by the Judiciary], but rather the factual setting presented for Judgment -- Celestial Contracts are now in effect that were not in effect the first time around.

...Today in the United States in areas of Government taxation, it is happening all over again right down the line: Protestors are blowing their lids when experiencing Judicial rebuffment after having quoted plain language from Cases dated before juristic *employment* contracts went into effect roughly from the turn of the century to about 1920 or so. Since commercial contracts were not in effect back in the 1800s, then what was ruled upon in that era doesn't mean anything today, because today contracts are in effect, and contracts change everything. This does not frustrate Patriot objectives, it only changes the nature of the attack strategy: Patriots first need to get rid of the contract as an item on the factual record, then you can start arguing fairness and unfairness. [return]

[82] Is this *Fair Labor Standards Act* really the high-powered conveyance device for *Employees* to bask in, as Federal Judges treat it? Yes, it is, and supporting evidence of this fact surfaced in the Nixon Presidential era when the Congress decided to tone down the level of benefits this Act created for *Employees*, and shift more of its benefits over to Employers:

> "The Congress hereby finds that the *Fair Labor Standards Act of 1938*, as amended, has been interpreted judicially in disregard of long-established customs, practices, and contracts between employers and employees, thereby creating wholly unexpected liabilities, immense in amount and retroactive in operation, upon *Employers* [to the benefit of *Employees*] with the result that, if said Act as so interpreted, or claims arising under such interpretations, were permitted to stand,

1) the payment of such liabilities would bring about financial ruin of many Employers and seriously impair the capital resources of many others, thereby resulting in the reduction of industrial operations, halting the expansion and development, curtailing of Employment, and the earning power of Employees;

2) the credit of many Employers would be curtailed;

3) there would be created both an extended and continuous uncertainty on the part of industry, both Employer and Employee, as to the financial condition of productive establishments and a gross inequality of competitive conditions between Employers and between industries;

4) Employees would receive windfall payments, including liquidated damages, of sums for activities performed by them without any expectation of reward beyond that included in their agreed rates of pay;

5) there would occur the promotion of increasing demands for payment to Employees for engaging in activities no compensation for which had been contemplated by either the Employer or Employee at the time they were engaged in;

6) voluntary collective bargaining would be interfered with and industrial disputes between Employees and Employers and between Employees and Employees would be created;

7) the courts of the country would be burdened with an excessive and needless litigation and champertous practices would be encouraged;

8) the Public Treasury would be deprived of large sums of revenues and public finances would be seriously deranged by claims against the

> Public Treasury for refunds of taxes already paid;
>
> 9) the cost to the Government of goods and services heretofore and hereafter purchased by its various departments and agencies would be unreasonably increased and the Public Treasury would be seriously affected by consequent increased cost of war contracts;
>
> 10) serious and adverse effects upon the revenues of Federal, State and local Governments would occur." - Title 29, Section 251 ["Portal To Portal Act"] (May, 1974).

So here is the Congress in 1974 now reversing itself from the 1938 era, and starts to hem in Employee benefits by enacting the *Portal to Portal Act*, which was designed to relieve Employers from some of the burdens cast upon them [in favor of Employees] as a result of the generous application of the *Fair Labor Standards Act* by the Federal Judiciary to *Employees*. So, yes, the *Fair Labor Standards Act* was, and so remains down to the present day, from the Judicial perspective, as a high-powered juristic device for conveying benefits into the pockets of *Employees* -- and having created benefits, now the King wants an excessively generous piece of the action.

Incidentally, when the Congress enacted this *Portal to Portal Act*, they braced themselves for any possible Constitutional challenge someone might later be throwing at them, by claiming that the necessity for this Act originates with multiple sources of Constitutional fuel:

> 1. "Burden on Commerce;
> 2. General welfare;
> 3. National Defense;
> 4. Right to define and limit the jurisdiction of Federal Courts."

- Title 29, Section 251 (a & b) ["Findings of Congress --

Declarations of Policy -- Purposes of Act"].

Therefore, whenever someone now comes along and wants to challenge the Constitutionality of this *Portal to Portal Act* for some reason, each of the four separate and distinct sources of Constitutional jurisdiction must individually be attacked and voided; succeeding in nullifying just one of the four will not nullify this statute, just like the most eloquent and impressive Tax Protester arguments on the monetary disabilities of Article I, Sections 8 and 10 will not nullify the existence of the Federal Reserve or those paper Notes it circulates pursuant to Gremlin enscrewment objectives; and just like voiding one fuel tank on a Boeing 747 jet carrying multiple fuel tanks offers no velocity reduction. All independent sources of jurisdictional fuel must be voided individually to successfully challenge an Act of Congress -- a *Principle of Nature* Tax Protesters might want to take notice of, as it applies across all settings, both worldly and Heavenly. [return]

[83] "The Constitution is not a formulary. For constitutional purposes, the decisive issue turns on the operating incidence of a challenged tax. A state is free to pursue its own fiscal policies, unembarrassed by the Constitution, if by the practical operation of a tax the state has exerted its power in relation to opportunities which it has given, to protection which it has afforded, to benefits which it has conferred..." - *State of Wisconsin vs. J.C. Penney Company*, 311 U.S. 435, at 444 (1940). [return]

[84] "To overcome this statute, the Taxpayer must show that in attributing to him the ownership of the income of the trusts, or something fairly to be dealt with as equivalent to ownership, the lawmakers have done a wholly arbitrary thing, have found equivalence where there was none nor anything approaching it, and laid a burden unrelated to privilege or benefit." - *Burnet vs. Wells*, 289 U.S. 670, at 679 (1932).

> *Question*: Just how are Protesters, throwing Court actions at Federal Judges as Employees, going to prove that there were no juristic benefits conferred in the income-producing setting that the King is trying to tax in reciprocity? You're not going to be able to prove any such thing until you start to hit the nail right on the head, and get rid of those contracts that formed invisibly when juristic benefits were accepted in your state of silence. However technically wrong some Government attorney can find and then chew up some of the points in that brief sketch of the model *objection* that I talked about at the beginning of this section, at least I *objected*, and at least I rejected the benefits and got rid of that particular contract; and getting rid of this *employment* contract is in itself just a point of beginning. [return]

[85] An enlargement of our comprehension, which includes the ability to appreciate important impending events, is of a Heavenly origin:

> "Our religion teaches us truth, virtue, holiness, faith in God and in his Son Jesus Christ. It reveals mysteries, it brings to mind things past and present -- unfolding clearly things to come. It is the foundation or mechanism; it is the spirit that gives intelligence to every living being upon the Earth. All true philosophy originates from that Foundation from which we draw wisdom, knowledge, truth, and power. What does it teach us? To love God and our fellow creatures -- to be compassionate, full of mercy, long suffering, and patient to the forward and to those who are ignorant. There is a glory in our religion that no other religion that has ever been established upon the Earth, in the absence of the true Priesthood, ever possessed. It is the fountain of all intelligence; it is to bring Heaven to

Earth and to exalt Earth to Heaven; to prepare all intelligence that God has placed in the hearts of the children of men; to mingle with the intelligence that dwells in Eternity; and to elevate the mind above the trifling and frivolous objects of time which tends [to pull things] downward towards destruction. It frees the mind of man from darkness and ignorance, gives him that intelligence that flows from Heaven, and qualifies him to comprehend all things. This is the character of [our] religion..." - Brigham Young, in a discourse delivered in the Tabernacle in Great Salt Lake City on May 22, 1859; 7 *Journal of Discourses* 139, at 140 (London, 1860).

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