

PROOF OF CLAIM: YOUR MAIN DEFENSE AGAINST GOVERNMENT GREED AND CORRUPTION



[The mask in the above is [anonymity](#) and your own legal ignorance. The gun is the [FALSE appearance of government authority, Form #05.014](#)]

TABLE OF CONTENTS

1. INTRODUCTION.....5

2. PART I : THE RIGHT TO BE LET ALONE.....7

2.1 DEFINITION OF “LET ALONE”7

2.2 CALIFORNIA CONSTITUTION ARTICLE I.....8

2.3 REQUISITES FOR CONTRACT FORMATION (ELEMENTS)9

2.4 UNILATERAL AND BILATERAL CONTRACTS.....10

2.5 FORMAL AND INFORMAL CONTRACTS.....10

2.6 EXECUTION AND VALIDITY OF CONTRACTS10

2.7 CONTRACT INTERPRETATION11

2.8 RULES OF INTERPRETATION11

2.9 THE RIGHT TO BE LET ALONE11

2.10 OBLIGATIONS12

2.11 CIVIL STATUTES AND RULES ARE ONLY FOR THE GOVERNMENT13

2.12 PRESUMPTION15

3. PART II: BURDEN OF PROOF16

3.1 WHO HAS THE BURDEN OF PROOF?17

3.2 BURDEN OF PROOF IN A CRIMINAL CASE17

3.3 BURDEN OF PROOF IN A CIVIL CASE19

3.4 PREPONDERANCE OF EVIDENCE19

3.5 WHAT “EVIDENCE” IS19

3.6 THINGS THAT ARE NOT EVIDENCE19

3.7 KINDS OF EVIDENCE IN A CRIMINAL TRIAL.....20

3.8 PROBABLE CAUSE20

3.9 NO ONE IS REQUIRED TO PROVE A NEGATIVE21

3.10 TWO DUTIES OF FREE MEN: PRINCIPLES OF EMPOWERMENT.....21

4. PART III: EXAMPLES OF DEMANDING PROOF OF CLAIM22

4.1 EXAMPLE ONE:22

4.2 EXAMPLE TWO:23

4.3 EXAMPLE THREE26

TABLE OF AUTHORITIES

Constitutional Provisions

13th Amendment 12

1st, 4th, 5th, and 7th Amendments 24

4th Amendment..... 11

Amendments 1, 4, 5 and 7 23

Article 1..... 25

Article 3..... 25

Article 4..... 23, 25

ARTICLE 5 25

California Constitution, Article I..... 8

Declaration of Independence 12

James Madison, Federalist 45, 1788..... 5, 7

Tenth Amendment, 1791 5

United States Constitution, Article IX of The Bill of Rights..... 7

United States Constitution, Article X of The Bill of Rights..... 7

Statutes

1 U.S.C. §204	20
26 U.S.C. §6065	19
28 U.S.C. §1343	17, 21
Administrative Procedures Act, 5 U.S.C. Part I, Chapter 5, II, § 556(d)	17, 21
California Civil Code, Section 1589	6
California Civil Code, Section 1708	8
California Civil Code, Section 22.2	8
California Civil Code, Sections 1427 and 1428	8
California Government Code Section 54950.....	6
F.D.C.P.A. at 15 U.S.C. §1692	22
Foreign Sovereign Immunities Act (F.S.I.A.)	25
Title 15 U.S.C.....	23
Title 18 Section 4	23
Title 18 U.S.C. §3.....	23
Title 18 U.S.C. §4.....	23
Title 18, sections 1581, 241, 242, 1622.....	23
Title 42 Section 1994	23
Title 42 U.S.C. §§1986 and 1994.....	23

Rules

Federal Rule of Evidence 610	19
Federal Rules of Evidence.....	16

Cases

Bond v. U.S., 529 U.S. 334 (2000).....	15
Clearfield Trust Co. v. United States, 318 U.S. 363, 369 (1943)	14
Colorado v. New Mexico, 467 U.S. 310 (1984).....	18
Continental Casualty Co. v. United States, 113 F.2d. 284, 286 (5th Cir. 1940).....	21
Cooke v. United States, 91 U.S. 389, 398 (1875).....	14
Department of Ins. of Indiana v. Church Members Relief Ass’n., 217 Ind. 58, 26 N.E.2d. 51 (1940)	21
Elkins v. United States, 364 U.S. 206, 218, 80 S.Ct. 1437, 1444, 4 L.Ed.2d. 1669 (1960)	16, 21
Federal Crop Insurance v. Merrill, 332 U.S. 380 (1947).....	7, 13, 15
Flores v. U.S., 551 F.2d. 1169, 1175 (9th Cir. 1977)	16, 21
Hale v. Henkel, 201 U.S. 43 (1906)	12, 14
Illinois v. Gates, 462 U.S. 213 (1983).....	20
In re Young, 235 B.R. 666 (Bankr.M.D.Fla., 1999).....	13
Olmstead v. United States, 277 U.S. 438, 478 (1928).....	7
O’Neill v. United States, 231 Ct.Cl. 823, 826 (1982)	14
Osborn v. Bank of U.S., 22 U.S. 738 (1824).....	13
Perry v. United States, supra at 352 (1935).....	14
Poindexter v. Greenhow, 114 U.S. 270 (1885)	14
Portillo v Comm’r, 932 F.2d. 938	16, 21
Ryder v. United States, 115 S.Ct. 2031, 132 L.Ed.2d. 136, 515 U.S. 177	21
Sheeley v. Justice of Santa Clara, 215 Cal.App.2d. 47, 48	9
Terry v. Ohio, 392 U.S. 1 (1968)	20
United States Supreme Court	21
United States v. Bostwick, 94 U.S. 53, 66 (1877)	14
United States v. Harris, 106 U.S. 629, 1 S.Ct. 601, 27 L.Ed. 290 (1883)	13
United States v. National Exchange Bank of Baltimore, 270 U.S. 527, 534 (1926)	14
United States v. Winstar Corp., 518 U.S. 839 (1996)	14
Washington v. Harper, 494 U.S. 210 (1990).....	7
Will v. Michigan Dept. of State Police, 491 U.S. 58, 109 S.Ct. 2304 (U.S.Mich.,1989)	13

Other Authorities

American Bar Association.....	25
Aristophanes.....	7
Benjamin Franklyn, letter to Benjamin Vaughan, March 14, 1785.—The Writings of Benjamin Franklin, ed. Albert H. Smyth, vol. 9, p. 293 (1906).....	18
Burden of Proof, Cornell Legal Information Institute (LII).....	17
Burden of Proof, The Free Dictionary by Farlex.....	17
C. S. Lewis.....	12
Contracts: Basic Principles 430x, Talor S. Klett, CPA, J.D.	9, 10, 11
Definition of Obligation in Law: Everything You Need to Know, upcounsel.....	12
Donald Duck.....	24, 25
Form #05.014.....	1
Internal Revenue Manual (I.R.M.), Section 4.10.7.2.8.....	19
Joe Patriot.....	23
John Hancock.....	25
Justice Louis D. Brandeis (1856-1941).....	11
Justice Walker of New Jersey, in State v Linker.....	18
Legal Deception, Propaganda, and Fraud, Form #05.014.....	20
Mark Skousen, FEE.....	12
Non-Resident Non-Person Position, Form #05.020.....	13
Obligation of Contracts: Everything You Need to Know, upcounsel.....	12
Obligation, FindLaw Legal Dictionary.....	12
Obligation, The Business Dictionary.....	12
Obligation, The Free Dictionary by Farlex.....	12
Obligations law: Law of ogligations, Oxford Libguides.....	12
Obligations of Contracts Law and Legal Definition, USLegal.....	13
Preponderance of Evidence, Cornell Legal Information Institute (LII).....	19
Presumption, Dictionary.com.....	16
Presumption, Merriam-Webster.....	15
Presumption, Oxford Dictionary.....	16
Presumption, The Free Dictionary by Farlex.....	16
Proof That There is a “Straw Man”, Form #05.042.....	15
Reasonable Belief About Income Tax Liability, Form #05.007.....	20
Reasonable Doubt Definition, Dyhaime’s Law Dictionary.....	18
Separation Between Public and Private Course, Form #12.025.....	13
Sir William Blackstone, in his Commentaries on the Laws of England, 9th ed., book 4, chapter 27, p. 358 (1783, reprinted 1978).....	18
Supreme Court of Canada, in R v Lifchus.....	18
The Meaning of Justice, Heritage Foundation.....	7
Thou Shalt Not Commit Logical Fallacies, Your Logical FallacyIs.....	17
Waiver of Immunity-Police, Litigation Tool #01.008.....	20
What is “Justice”?, Form #05.050.....	5
Why Statutory Civil Law is Law for Government and Not Private Persons, Form #05.037.....	15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

1. INTRODUCTION

Life is argument.

Either someone is trying to persuade you, or you are trying to persuade someone else.

We live in a world where all kinds of people make claims and demands on us. And, it is most disconcerting when these claims & demands are made by public officials. Because public officials are in positions of authority, we err when we think they have authority over us, and that we have an immediate duty to comply with their demand.

These demands come in the form of tickets, traffic stops, court hearings, and taxation demands.

But, a free man is under the law of the LORD God and not the fickle, narrow statutes of the State.

We need to know how to stand up to authority figures in order to extract ourselves from the greedy clutches.

You can successfully extract yourself from legal entanglement with law enforcement of any kind, by asserting the following principles **regarding proof of claim**.

Know that we have a limited government.

“The powers delegated by the proposed Constitution to the federal government are few and defined. Those which are to remain in the State governments are numerous and indefinite.”
[James Madison, Federalist 45, 1788]

“The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.”
[Tenth Amendment, 1791]

Know that you have an unalienable right to be left alone.

“Justice, as a moral habit, is that tendency of the will and mode of conduct which refrains from disturbing the lives and interest of others, and interest of others, and, as far as possible, hinders such interference on the part of others . . . “
[What is “Justice”?, Form #05.050; <https://sedm.org/Forms/05-MemLaw/WhatIsJustice.pdf>]

Know that the government presumes that you have obligations to the State and therefore makes demands upon you in the form of licenses, franchises, tickets, fines, and taxation.

Know that you have the right to challenge the presumption of obligation.

There are **only two ways** that obligations can be created to the State:

- (1) First, by a violation of the common law – an act on your part that injures the life or property of another – an act that forces the government to provide justice through the courts and to right the wrong created, usually by fines and fees (the whole body of criminal law); and Second,
- (2) if you violate a duty which was created by a contract with the State (the whole body of civil law).

No injured party, no crime!

No contract, no claim of a civil violation can stand.

1 **In criminal law**, the State correctly asserts that you have a duty to your neighbor to avoid acts of *malfeasance*¹ or *mala in*
2 *se*². You are presumed innocent until proven guilty; that is, the moving party, usually the State prosecutor, must offer facts
3 to prove guilt “beyond reasonable doubt” in order overcome “the presumption of innocence.”

4 **In civil law**, the plaintiff must produce the contract, show the obligation created by contract, and provide enough evidence
5 to a judge (or jury) to convince him that his rights were violated due to your nonfeasance³ or misfeasance⁴.

6 **The way the government wins in court:** The only way the government can win in court is:

- 7 (1) to prove you injured another,
- 8 (2) or to prove you had contract duties that obligated you to some kind of performance to the State or the aggrieved
9 party.

10 **The way you win in court:** If the government is the Plaintiff, you must:

- 11 1. Force them to produce:
- 12 1.1. an injured party (a living breathing human being), or
- 13 1.2. the contract and show the judge that you agreed to contractual obligations.
- 14 2. Demand to meet your accuser (i.e. the injured party), **AND**
- 15 3. Challenge the validity of an obligation by contract or operation of law on the basis of lack of full disclosure and/or
16 information on the face of the alleged instrument:

17 *"The people insist on remaining informed so that they may retain control over the instruments they have created."*
18 *[California Government Code Section 54950]*

19 **AND**

20 *"A voluntary acceptance of the benefit of a transaction is equivalent to a consent to all obligations arising from it, so far as the facts*
21 *are known, **or ought to be known, to the person accepting**" -*
22 *[California Civil Code, Section 1589]*

23 You don't have to prove your innocence, you need only show the court

- 24 (1) there is no injured party (no injured party, no crime); or,
- 25 (2) because there is no contract in existence between you and the State, you are under no duty to perform.

26 But, because the government operates on presumption, you must expose the presumption.

27 **The way you lose in court** is if the common law accuser, or civil law plaintiff :

- 28 1. proves harm, loss, or injury, or
- 29 2. proves a breach of contractual duties that obligated you to specific performance to either:
- 30 2.1. the private aggrieved party, or
- 31 2.2. to the State while engaged in the performance of duties as a public official/officer/employee/agent/franchisee or
32 contractor.

¹ **Malfeasance:** The commission of an act that is unequivocally illegal or completely wrongful.

² **Malum in se:** acts that are completely wrong in and of themselves because they injure the rights of others. Acts *mala en se* are violations of God's law (moral law) and are criminal in nature. Things *mala en se* are quite different than acts that are mala prohibita which are prohibitions created by the legislature or a civil body like “don't walk on the grass.”

³ **Nonfeasance:** The intentional failure to perform a required duty or obligation.

⁴ **Misfeasance:** A term used in [Tort Law](#) (a body of rights applied by the courts) to describe an act that is legal but performed improperly.

1 America is divided into two camps, the liberal camp and the conservative camp. The liberal camp follows an evolution
2 model believing that society must descend into change and chaos in order to create a new, utopian ideal.

3 *"When I began to write my book The conservative Mind, I discovered that the abstraction "conservatism" amounts to a general*
4 *term descriptive of the beliefs and actions of certain eminent men and women whom we call "conservative" because they have*
5 *endeavored to protect and nurture the Permanent Things in human existence. So it is with justice: in large part, we learn the*
6 *meaning of justice by acquaintance with just persons."*

7 [*The Meaning of Justice, Heritage Foundation; SOURCE: [https://www.heritage.org/poverty-and-inequality/report/the-meaning-](https://www.heritage.org/poverty-and-inequality/report/the-meaning-justice)*
8 *justice]*

9 The permanent things include proven principles, that produce law and order. Virtue, according to Aristophanes, "cannot be
10 taught in schools or by tutors; rather, virtue inheres in old families". This document will focus on those virtues and how to
11 protect them in the main setting that matters: In relation to the government both administratively and in court.

12 **2. PART I: THE RIGHT TO BE LET ALONE**

13 **2.1 DEFINITION OF "LET ALONE"**

14 **LET:** verb, let, let-ting.

- 15 1. to allow or permit: let go, let be, to let him escape.
- 16 2. to allow to pass, go, or come: to let us through.
- 17 3. to grant the occupancy or use of (land, buildings, rooms, space, etc., or movable property) for rent or hire
18 (sometimes followed by out).

19 *"The makers of our Constitution undertook to secure conditions favorable to the pursuit of happiness... They sought to protect*
20 *Americans in their beliefs, their thoughts, their emotions and their sensations. They conferred, as against the Government, **the right***
21 ***to be let alone** - the most comprehensive of rights and the right most valued by civilized men."*

22 [*Olmstead v. United States, 277 U.S. 438, 478 (1928); Washington v. Harper, 494 U.S. 210 (1990)]*

23 In our complex society it is most disconcerting when some public servants attempt to compel your compliance with their
24 enforcement authority by ignoring their oath to act in accordance with the constitution to protect the individual rights
25 against interference by government actors.

26 Nowadays the "education" system conditions us to believe that public servants or officials hold some automatic or intrinsic
27 authority over us, and that we have an obligation to comply with any traffic stop, ticket, jury summons, court hearing, tax
28 demand, etc. Understanding the hierarchy of authority in our society is paramount to placing ourselves in the proper status
29 within the societal aggregate.

30 **Know the powers delegated to any government you wish to partake in or with.**

31 *"The powers delegated by the proposed Constitution to the federal government are **few and defined**. Those which are to remain in*
32 *the State governments are numerous and indefinite."*

33 [*James Madison, Federalist 45, 1788]*

34 *"**Anyone** entering into an arrangement with the government takes the risk of having **accurately ascertained** that **he who purports to***
35 ***act for the government stays within the bounds of his authority, even though** the agent himself may be unaware of **the limitations***
36 *upon his authority."*

37 [*Federal Crop Insurance v. Merrill, 332 U.S. 380 (1947). [Emphasis added]*]

38 *The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.*
39 *[Public servants are trained or allowed to presume that you are accepting their authority if you do not specifically state your*
40 *reservation of rights in each and every communication with them.]*

41 [*United States Constitution, Article IX of The Bill of Rights]*

42 *"The powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the states*
43 *respectively, or to the people."*

44 [*United States Constitution, Article X of The Bill of Rights]*

1 **2.2 CALIFORNIA CONSTITUTION [ARTICLE I](#)**

2 Article I is labeled the "**Declaration of Rights**" and contains 32 sections. The first section **declares:**

3 *"All people are by nature free and independent and have **inalienable rights**. Among these are enjoying and defending life and*
4 *liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy."*

5 **Nowhere** in the entire California Constitution is there any right delegated to legislators to enact any statute against the
6 inalienable rights of people as guaranteed in Article I.

7 **It is your right to challenge the presumption of obligation in the form of licenses, tickets, franchises, fines, taxation,**
8 **etc.**

9 Section **22.2** of the California Civil Code ("CCC") shows that the **common law** shall be the rule of decision in all the courts
10 of **this State**. CCC sections **1427** and **1428** establish that **obligations** are **legal duties** arising either from **contract of the**
11 **parties**, or **the operation of law**.

12
13 CCC section **1708** states that the **obligations imposed by operation of law** are only to abstain from injuring the person or
14 property of another, or infringing upon any of his or her rights. See for yourself below:

15 **Copied on October 11, 2017, from the following link:**

16 http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=22.2.&lawCode=CIV

17
18 *California Civil Code - CIV*
19 *DEFINITIONS AND SOURCES OF LAW*
20 *(Heading added by Stats. 1951, Ch. 655, in conjunction with Sections 22, 22.1, and 22.2)*

21 *22.2. The common law of England, so far as it is not repugnant to or inconsistent with the Constitution of the United States, or the*
22 *Constitution or laws of this State, is the rule of decision in all the courts of this State. (Added by Stats. 1951, Ch. 655.)*

23
24 *California Civil Code - CIV*
25 *DIVISION 3. OBLIGATIONS [1427 - 3272.9]*
26 *(Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)*
27 *PART 1. OBLIGATIONS IN GENERAL [1427 - 1543] (Part 1 enacted 1872.)* TITLE 1. DEFINITION OF
28 *OBLIGATIONS [1427 - [1428.]] (Title 1 enacted 1872.)*

29 *1427. An obligation is a legal duty, by which a person is bound to do or not to do a certain thing.*

30 *(Enacted 1872.)*

31
32 *California Civil Code - CIV*
33 *DIVISION 3. OBLIGATIONS [1427 - 3272.9]*
34 *(Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)*
35 *PART 1. OBLIGATIONS IN GENERAL [1427 - 1543] (Part 1 enacted 1872.)*
36 *TITLE 1. DEFINITION OF OBLIGATIONS [1427 - [1428.]] (Title 1 enacted 1872.)*
37 *[1428.] Section Fourteen Hundred and Twenty-eight. An obligation arises either from:*

38 *One — The contract of the parties; or,*

39 *Two — The operation of law. An obligation arising from operation of law may be enforced in the manner provided by law, or by*
40 *civil action or proceeding.*

41 *(Amended by Code Amendments 1873-74, Ch. 612.)*

1
2 California Civil Code – CIV
3 DIVISION 3. OBLIGATIONS [1427 - 3272.9]
4 (Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)
5 PART 3. OBLIGATIONS IMPOSED BY LAW [1708 - 1725]
6 (Part 3 enacted 1872.)

7 1708. Every person is bound, without contract, to abstain from injuring the person or property of another, or infringing upon any
8 of his or her rights.

9 (Amended by Stats. 2002, Ch. 664, Sec. 38.5. Effective January 1, 2003.)

10 THUS, there are only two ways to incur an obligation:

- 11 (1) Bound by contract: a) - private (which may be set under common law, or civil law); or
12 b) - public (encompassing the whole body of civil law).
- 13 (2) Bound by operation of law (without contract) upon injury of person or property of another, **or infringing upon**
14 **any of his or her rights.**

15 By notifying a public servant that you retain your rights, you engage their fiduciary duty to act in accordance to the
16 constitutional protections against government interference with your life.

17 Since no legislator is granted the right to enact statutes against your inalienable rights, there can be NO statute conferring
18 authority upon any public servant to compel performance upon or from you, as such would be a trespass against your
19 inalienable rights.

20 Such trespass is actionable in either

- 21 a) a common law court of record which guarantees a trial by jury for any matter where damages may exceed \$20 or
22 b) administrative courts governed by civil law.

23 In either case, the injured party must present a verified⁵ claim.

24 **Know the rules of valid claims.** No smoking gun = no proof; No harm or foul = no valid claim; No harm, loss or injury =
25 no valid claim. No contract = no breach of any contract = no valid claim. If there is no verifiable claim of harm, loss or
26 injury, there can be no common law or civil crime, nor civil violation.

27 **Know the elements of valid contract.**

28 **Contract:** An agreement between *two* or more *parties* to perform or to refrain from some act now or in the *future*. A legally
29 enforceable agreement.⁶

30 **2.3 REQUISITES FOR CONTRACT FORMATION (ELEMENTS)**⁷

- 31 1. **Agreement:** One party must offer to enter into an agreement, and the other party must accept the terms of the offer
32 2. **Consideration:** Something of value received or promised, to convince a party to agree to the deal;

⁵ Verification. Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition.
[Sheeley v. Justice of Santa Clara, 215 Cal.App.2d. 47, 48. (Black's Law 5th) [Emphasis added]]

⁶ Contracts: Basic Principles 430x, Talor S. Klett, CPA, J.D.; SOURCE:
<http://www.shsu.edu/klett/CONTRACTS%20BASIC%20PRINCIPLES%20ch%2010%20new.htm>

⁷ Contracts: Basic Principles 430x, Talor S. Klett, CPA, J.D.; SOURCE:
<http://www.shsu.edu/klett/CONTRACTS%20BASIC%20PRINCIPLES%20ch%2010%20new.htm>

3. **Contractual Capacity/ competent parties:** Both parties must be competent to enter into the agreement;
4. **Legality:** The contract's purpose must be to accomplish some goal that is legal and not against public policy;
5. **Genuineness of Assent (Arguably part of agreement):** The apparent consent of both parties must be genuine; and
6. **Form:** The agreement must be in whatever form (e.g., written, under seal, etc.) the law requires.

2.4 UNILATERAL AND BILATERAL CONTRACTS⁸

1. **Every contract involves at least *two* parties** -- the **offeror/ promisor**, who makes the **offer/promise** to perform, and the **offeree/promisee**, to *whom the offer/promise is made*. [4303]
2. **Unilateral Contract:** A unilateral contract arises when an offer can be accepted only by the offeree's performance (e.g., X offers Y \$15 to mow X's yard). [4302.08]
3. **Bilateral Contract:** A bilateral contract arises when a promise is given in exchange for a promise in return (e.g., X promises to deliver a car to Y, and Y promises to pay X an agreed price). [4302.09]
4. **Express Contract:** A contract in which the terms of the agreement are fully and explicitly stated orally or in writing. [4302.01]
5. **Implied-in-Fact Contract:** A contract formed in whole or in part by the conduct (as opposed to the words) of the parties. In order to establish an implied-in-fact contract, [4302.02]
 - 5.1. the plaintiff **must have furnished some service or property** to the defendant,
 - 5.2. the plaintiff must have **reasonably expected to be paid and the defendant knew or should have known that a reasonable person in the plaintiff's shoes would have expected to be paid for the service or property rendered by the plaintiff**, and
 - 5.3. the defendant must have **had the opportunity to reject the services or property and failed to do so**.
6. **Quasi or Implied-in-Law Contract:** A fictional contract imposed on parties by a court in the interests of fairness and justice, typically to prevent the unjust enrichment of one party at the expense of the other.[4302.03]

2.5 FORMAL AND INFORMAL CONTRACTS⁹

1. **Formal Contract:** A contract that requires a special form or method of formation (creation) in order to be enforceable.
2. **Contract Under Seal:** A formalized writing with a special seal attached.
3. **Recognizance:** An acknowledgment in court by a person that he or she will perform some specified obligation or pay a certain sum if he or she fails to perform (e.g., personal recognizance bond).
4. **Negotiable Instrument:** A check, note, draft, or certificate of deposit -- each of which requires certain formalities (to be discussed later).
5. **Letter of Credit:** An agreement to pay that is contingent upon the receipt of documents (e.g., invoices and bills of lading) evidencing receipt of and title to goods shipped.
6. **Informal Contract:** A contract that does not require a specified form or method of formation in order to be valid.
7. **The vast majority of contracts are informal (without a seal).**

2.6 EXECUTION AND VALIDITY OF CONTRACTS¹⁰

1. **Executed Contract [4302.11]:** A contract that has been completely performed by both (or all) parties. By contrast,
2. **An executory contract [4302.10]** is a contract that has not yet been fully performed by one or more parties.
3. **Valid Contract [4302.13]:** A contract satisfying all of the requisites discussed earlier -- agreement, consideration, capacity, legal purpose, assent, and form. By contrast,
4. A **void** contract [4302.14] is a contract having no legal force or binding effect (e.g., a contract entered into for an illegal purpose);
5. A **voidable** contract [4302.15] is an otherwise valid contract that may be legally avoided, cancelled, or annulled at the option of one of the parties (e.g., a contract entered into under duress or under false pretenses); and,
6. An **unenforceable** contract is an otherwise valid contract rendered unenforceable by some statute or law (e.g., an oral

⁸ Contracts: Basic Principles 430x, Talor S. Klett, CPA, J.D.; SOURCE: <http://www.shsu.edu/klett/CONTRACTS%20BASIC%20PRINCIPLES%20ch%2010%20new.htm>

⁹ Contracts: Basic Principles 430x, Talor S. Klett, CPA, J.D.; SOURCE: <http://www.shsu.edu/klett/CONTRACTS%20BASIC%20PRINCIPLES%20ch%2010%20new.htm>

¹⁰ Contracts: Basic Principles 430x, Talor S. Klett, CPA, J.D.; SOURCE: <http://www.shsu.edu/klett/CONTRACTS%20BASIC%20PRINCIPLES%20ch%2010%20new.htm>

1 contract that, due to the passage of time, must be in writing to be enforceable).

2 **2.7 CONTRACT INTERPRETATION**¹¹

- 3 1. The key to contract interpretation is to give *effect to the intent* of the parties as expressed in their agreement.
- 4 2. **Intent** is generally to be ascertained objectively -- by looking at:
 - 5 2.1. the words used by the parties in the agreement,
 - 6 2.2. the actions of the parties pursuant to the agreement, and
 - 7 2.3. the circumstances surrounding the agreement as they would be interpreted by a reasonable person -- rather than
 - 8 the parties' *subjective* intentions (usually expressed after the fact).
- 9 3. **The Plain Meaning Rule:** When a contract is clear and unequivocal, a court will enforce it according to its *plain*
- 10 terms, set forth on the face of the instrument, and there is no need for the court either to consider extrinsic evidence or
- 11 to interpret the language of the contract.

12 **2.8 RULES OF INTERPRETATION**¹²

13 Know these, they show up all the time...

15 **Rules of Interpretation:**

16 When a contract contains ambiguous or unclear terms, a court will resort to one or more of the following rules in order to

17 determine and give effect to the parties' intent.

- 18 1. Insofar as possible, the contract's terms will be given a reasonable, lawful, and effective meaning.
- 19 2. The contract will be interpreted as a whole various and its various provisions will be "harmonized" to yield consistent
- 20 expression of intent.
- 21 3. Negotiated terms will be given greater consideration than standard-form, or "boiler-plate," terms.
- 22 4. A non-technical term will be given its ordinary, commonly-accepted meaning, and a technical term will be given its
- 23 technical meaning, unless the parties clearly intended something else.
- 24 5. Specific terms will prevail over general terms.
- 25 6. Handwritten terms prevail over typewritten terms, which, in turn, prevail over printed terms.
- 26 7. When the language used in a contract has more than one meaning, any ambiguity is construed against the drafting
- 27 party.
- 28 8. An ambiguous contract should be interpreted in light of pertinent usages of trade in the locale and/or industry, the
- 29 course of prior dealing between the parties, and the parties' course of prior performance of the contract.
- 30 9. Express terms are given preference over course of prior performance, which is given preference over course of dealing,
- 31 which is given preference over usage of trade.
- 32 10. Words are given preference over numbers or symbols.

33 **2.9 THE RIGHT TO BE LET ALONE**

34 The right to be let alone is a fundamental, un-enumerated right retained by the people.

35 *"The makers of the Constitution conferred the most comprehensive of rights and the right most valued by all civilized men—the*

36 *right to be let alone"*

37 *[Justice Louis D. Brandeis (1856-1941)]*

38 *"The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures,*

39 *shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly*

40 *describing the place to be searched, and the persons or things to be seized"*

41 *[4th Amendment]*

¹¹ Contracts: Basic Principles 430x, Talor S. Klett, CPA, J.D.; SOURCE:
<http://www.shsu.edu/klett/CONTRACTS%20BASIC%20PRINCIPLES%20ch%2010%20new.htm>

¹² Contracts: Basic Principles 430x, Talor S. Klett, CPA, J.D.; SOURCE:
<http://www.shsu.edu/klett/CONTRACTS%20BASIC%20PRINCIPLES%20ch%2010%20new.htm>

1 *"He owes no duty to the State or to his neighbors to divulge his business, or to open his doors to an investigation, so far as it may*
2 *tend to criminate him. He owes no such duty to the State, since he receives nothing therefrom beyond the protection of his life and*
3 *property"*
4 *[Hale v. Henkel, 201 U.S. 43 (1906)]*

5 The people have secured to themselves via the binding chains of the constitutions the right to be let alone from "swarms of
6 officers" that are prone "to harass our people, and eat out their substance" by citing them with all kinds of code violations
7 and then fining them to produce an income for the State (See the Declaration of Independence).

8 *"Today, following the tragic events of September 11, 2001, the American people face another troublesome threat—swarms of*
9 *security agents harassing us at airports, borders, buildings, and highways Airport security has now become federalized. And*
10 *we have become, in the words of Sheldon Richman, "tethered citizens"*
11 *[Mark Skousen, FEE]*

12 Interference in our private lives, bank accounts, travel plans, and biological property is the insidious act of tyrants.

13 *"Of all tyrannies, a tyranny exercised for the good of its victims may be the most oppressive. It may be better to live under robber*
14 *barons than under omnipotent moral busybodies. The robber baron's cruelty may sometimes sleep, his cupidity may at some point*
15 *be satiated; but those who torment us for our own good will torment us without end, for they do so with the approval of their own*
16 *conscience."*
17 *[C. S. Lewis]*

18 The State infringes on your right to be let alone by enforcing the presumption of obligations.

19 **2.10 OBLIGATIONS**

20 Government workers presume you are a subject of the Almighty STATE and that you have a duty to respect them as your
21 superior and obey their codes. But, you are not a slave of the STATE. Slavery was outlawed by the 13th Amendment. You
22 have an unalienable, God-given right, even a duty, to your life, liberty and pursuit of happiness.

23 *"Prudence, indeed, will dictate that Governments long established should not be changed for light and transient causes; and*
24 *accordingly all experience hath shewn, that mankind are more disposed to suffer, while evils are sufferable, than to right themselves*
25 *by abolishing the forms to which they are accustomed. But when a long train of abuses and usurpations, pursuing invariably the*
26 *same Object evinces a design to reduce them under absolute Despotism, it is their right, it is their duty, to throw off such*
27 *Government (presumption), and to provide new Guards for their future security"*
28 *[Declaration of Independence]*

29 *"In England, obligation law commonly refers to the study of the laws of **contract, torts and restitution**, the principal (but not sole)*
30 *sources of civil liability"*
31 *[Obligations law: Law of obligations, Oxford Libguides, UK; SOURCE: <https://libguides.bodleian.ox.ac.uk/law-oblig>]*

32 *"The definition of obligation in law refers to the responsibility to follow through on actions agreed upon in a contract, promise,*
33 *law, oath, or vow."*
34 *[Definition of Obligation in Law: Everything You Need to Know, upcounsel; SOURCE: [https://www.upcounsel.com/definition-of-](https://www.upcounsel.com/definition-of-obligation-in-law)*
35 *[obligation-in-law](https://www.upcounsel.com/definition-of-obligation-in-law)]*

36 *"Obligation of contracts refers to the legal duty of contracting parties to fulfill the promises specified in their contracts If one of*
37 *the parties fails to fulfill his or her obligations as specified in the contract, it is considered a **breach of contract**."*
38 *[Obligation of Contracts: Everything You Need to Know, upcounsel; SOURCE: [https://www.upcounsel.com/obligation-of-](https://www.upcounsel.com/obligation-of-contracts)*
39 *[contracts](https://www.upcounsel.com/obligation-of-contracts)]*

40 *"Currently obligation is used in reference to anything that an individual is required to do because of a promise, vow, oath, contract,*
41 *or law. It refers to a legal or moral duty that an individual can be forced to perform or penalized for neglecting to perform."*
42 *[Obligation, The Free Dictionary by Farlex; SOURCE: <https://legal-dictionary.thefreedictionary.com/obligation>]*

43 *"a promise, acknowledgment, or agreement (as a contract) that binds one to a specific performance (as payment)"*
44 *[Obligation, FindLaw Legal Dictionary; SOURCE: <https://dictionary.findlaw.com/definition/obligation.html>]*

45 *"Legal: Liability or duty to do something or refrain from doing something under the terms of a contract, such as the obligation of a*
46 *borrower (the obligor) to pay back the lender (the obligee) under the terms of the loan agreement. Obligations usually involve a*
47 *penalty for non-fulfillment"*
48 *[Obligation, The Business Dictionary; SOURCE: <http://www.businessdictionary.com/definition/obligation.html>]*

1 "Obligation of contracts is the legal duty of the contractors to fulfill the promise stated in the contract. The reasonable capacity of a
2 man to do, or to refrain from doing something is considered before questioning the obligation of contracts"
3 [Obligations of Contracts Law and Legal Definition, USLegal; SOURCE: <https://definitions.uslegal.com/o/obligation-of-contracts/>]

4 Obligations are created by contract with your consent. There is no such thing as a contract without your consent. Therefore,
5 demand the officers show you a signed contract. No signature, no contract.

6 **Public servants are trained and allowed to attempt a third way to create administrative obligations based on a
7 presumption that you have an administrative obligation to obey all State rules, regulations, and codes.**

8 Your notice of reservation of rights challenges the presumption and shifts the burden on them to prove there is a contract in
9 place obligating you to some kind of performance. It is your obligation to know the risks associated with government
10 interactions¹³ and challenge any and all **presumptions of obligation.**

11 **2.11 CIVIL STATUTES AND RULES ARE ONLY FOR THE GOVERNMENT**

12 **There is no question that the criminal laws apply regardless of our consent, but we err if we presume to think that
13 government can tell us what to do CIVILLY.**

14 "Under basic rules of construction, statutory laws enacted by legislative bodies cannot impair rights given under a constitution. 194
15 B.R. at 925. "
16 [In re Young, 235 B.R. 666 (Bankr.M.D.Fla., 1999)]

17 "A private person cannot make constitutions or laws, nor can he with authority construe them, nor can he administer or execute
18 them."
19 [United States v. Harris, 106 U.S. 629, 1 S.Ct. 601, 27 L.Ed. 290 (1883)]

20 If you as a private human can't "execute" laws, then you ALSO can't enforce them against ANYONE else. Some people
21 might be tempted to say that we all construe them against the private human daily, but in fact we can't do that WITHOUT
22 being a public officer WITHIN the government.

23 "The reason why States are "bodies politic and corporate" is simple: just as a corporation is an entity that can act only through
24 its agents, "[t]he State is a political corporate body, can act only through agents, and can command only by laws." Poindexter v.
25 Greenhow, supra, 114 U.S., at 288, 5 S.Ct. at 912-913. See also Black's Law Dictionary 159 (5th ed. 1979) ("Body politic or
26 corporate": "A social compact by which the whole people covenants with each citizen, and each citizen with the whole people, that
27 all shall be governed by certain laws for the common good"). As a "body politic and corporate," a State falls squarely within the
28 Dictionary Act's definition of a "person."
29 [Will v. Michigan Dept. of State Police, 491 U.S. 58, 109 S.Ct. 2304 (U.S.Mich.,1989)]

30 Those who are not part of the government and not the subject of their civil statutes are called "private". As private parties,
31 we are "non-resident" and "foreign" but NOT "aliens" in relation to the state. That relation is described in:

- 32 1. Separation Between Public and Private Course, Form #12.025
33 <https://sedm.org/Forms/FormIndex.htm>
- 34 2. Non-Resident Non-Person Position, Form #05.020
35 <https://sedm.org/Forms/FormIndex.htm>

36 If we do enforce the law as a private person, we are criminally impersonating a public officer in violation of 18 U.S.C.
37 §912. Another U.S. Supreme Court cite also confirms why this must be:

38 "All the powers of the government [including ALL of its civil enforcement powers against the public] must be carried into
39 operation by individual agency, either through the medium of public officers, or contracts made with [private] individuals."
40 [Osborn v. Bank of U.S., 22 U.S. 738 (1824)]

41

¹³ "Anyone entering into an arrangement with the government takes the risk of having accurately ascertained that he who purports to act for the
government stays within the bounds of his authority, even though the agent himself may be unaware of the limitations upon his authority."
[Federal Crop Insurance v. Merrill, 332 U.S. 380 (1947). [Emphasis added]]

1 "...we are of the opinion that there is a clear distinction in this particular between an [PRIVATE] individual and a [PUBLIC]
2 corporation, and that the latter has no right to refuse to submit its books and papers for an examination at the suit of the state.
3 The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own
4 way. His power to contract is unlimited. He owes no duty to the state or to his neighbors to divulge his business, or to open his
5 doors to an investigation, so far as it may tend to criminate him. He owes no such duty to the state, since he receives nothing
6 therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land long antecedent to
7 the organization of the state, and can only be taken from him by due process of law, and in accordance with the Constitution.
8 Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure
9 except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights.

10 "Upon the other hand, the [PUBLIC] corporation is a creature of the state. It is presumed to be incorporated for the benefit of
11 the public. It receives certain special privileges and franchises, and holds them subject to the laws of the state and the limitations
12 of its charter. Its powers are limited by law. It can make no contract not authorized by its charter. Its rights to [201 U.S. 43, 75]
13 act as a corporation are only preserved to it so long as it obeys the laws of its creation. There is a reserved right in the legislature
14 to investigate its contracts and find out whether it has exceeded its powers. It would be a strange anomaly to hold that a state,
15 having chartered a corporation to make use of certain franchises, could not, in the exercise of its sovereignty, inquire how these
16 franchises had been employed, and whether they had been abused, and demand the production of the corporate books and papers
17 for that purpose. The defense amounts to this: That an officer of a corporation which is charged with a criminal violation of the
18 statute, may plead the criminality of such corporation as a refusal to produce its books. To state this proposition is to answer it.
19 While an individual may lawfully refuse to answer incriminating questions unless protected by an immunity statute, it does not
20 follow that a corporation, vested with special privileges and franchises, may refuse to show its hand when charged with an abuse of
21 such privileges. "
22 [Hale v. Henkel, 201 U.S. 43 (1906)]

23 You MUST therefore be an agent of the government and therefore a PUBLIC officer in order to "make constitutions or
24 laws or administer, execute, or ENFORCE EITHER". Here is more proof:

25 "A defendant sued as a wrong-doer, who seeks to substitute the state in his place, or to justify by the authority of the state, or to
26 defend on the ground that the state has adopted his act and exonerated him, cannot rest on the bare assertion of his defense. He is
27 bound to establish it. The state is a political corporate body, can act only through agents, and can command only by laws. It is
28 necessary, therefore, for such a defendant, in order to complete his defense, to produce a law of the state which constitutes his
29 commission as its agent, and a warrant for his act."
30 [Poindexter v. Greenhow, 114 U.S. 270 (1885)]

31 These limitations also carry over to the state, county, and city level pursuant to **The Clearfield Doctrine**. Governments
32 descend to the level of a mere private corporation, and take on the characteristics of a mere private citizen . . . where private
33 corporate commercial paper [Federal Reserve Notes] and securities [checks] is concerned . . . For purposes of suit, such
34 corporations and individuals are regarded as entities **entirely separate from government.**

35 "See also Clearfield Trust Co. v. United States, 318 U.S. 363, 369 (1943) ("The United States does business on business terms")
36 (quoting United States v. National Exchange Bank of Baltimore, 270 U.S. 527, 534 (1926)); Perry v. United States, supra at 352
37 (1935) ("When the United States, with constitutional authority, makes contracts, it has rights and incurs responsibilities similar
38 to those of individuals who are parties to such instruments. There is no difference . . . except that the United States cannot be
39 sued without its consent") (citation omitted); United States v. Bostwick, 94 U.S. 53, 66 (1877) ("The United States, when they
40 contract with their citizens, are controlled by the same laws that govern the citizen in that behalf"); Cooke v. United States, 91
41 U.S. 389, 398 (1875) (explaining that when the United States "comes down from its position of sovereignty, and enters the
42 domain of commerce, it submits itself to the same laws that govern individuals there").

43 See Jones, 1 Cl.Ct. at 85 ("Wherever the public and private acts of the government seem to commingle, a citizen or corporate
44 body must by supposition be substituted in its place, and then the question be determined whether the action will lie against the
45 supposed defendant"); O'Neill v. United States, 231 Ct.Cl. 823, 826 (1982) (sovereign acts doctrine applies where, "[w]ere [the]
46 contracts exclusively between private parties, the party hurt by such governing action could not claim compensation from the other
47 party for the governing action"). The dissent ignores these statements (including the statement from Jones, from which case
48 Horowitz drew its reasoning literally verbatim), when it says, post at 931, that the sovereign acts cases do not emphasize the need to
49 treat the government-as-contractor the same as a private party.
50 [United States v. Winstar Corp., 518 U.S. 839 (1996)]

51 As such, when government enters the commercial marketplace to offer goods and services, they must deal equitably with
52 everyone else in the marketplaces and become bound by the same rules and laws that govern private humans and other
53 entities. This that **if they intend to compel an individual to some specific performance** based upon its corporate statutes
54 or corporation rules, then the government, like any private corporation, **must be the holder-in-due-course of a valid**
55 **contract or** other commercial valid agreement between it and the one upon whom demands for specific performance are
56 made.

1 Therefore, all laws created by these government corporations are **private corporate regulations** called public law, statutes,
2 codes and ordinances to conceal their true nature. Yes, judges and lawyers know this . . . but will hide it in their argument
3 if silence promotes their cause of action.

4 *Since these government bodies are not SOVEREIGN, they cannot promulgate or enforce CRIMINAL LAWS; they can only create*
5 *and enforce CIVIL LAWS, which are duty bound to comply with by the LAW of CONTRACTS. The Law of Contracts requires*
6 *signed written agreements and complete transparency! Did you ever agree to be arrested and tried under any of their corporate*
7 *statutes? For that matter, did you ever agree to contract with them by agreeing to be sued for violating their corporate regulations?*
8 *[Governments Have Descended to the Level of Mere Private Corporations, The Anti-corruption Society; SOURCE:*
9 *<https://anticorruptionsociety.files.wordpress.com/2014/05/clearfield-doctrine.pdf>]*

10 Enforcement of these corporate statutes by local, state and federal law enforcement officers are unlawful actions being
11 committed against the SOVEREIGN people and these officers can be held personally liable for their actions. Bond v. U.S.,
12 529 U.S. 334 (2000)

13 For extensive court admissible proof of why statutes only pertain to government agents and officers, see:

- 14 1. *Why Statutory Civil Law is Law for Government and Not Private Persons*, Form #05.037
15 <https://sedm.org/Forms/FormIndex.htm>
- 16 2. *Proof That There is a "Straw Man"*, Form #05.042
17 <https://sedm.org/Forms/FormIndex.htm>

18 **2.12 PRESUMPTION**

19 Government officials operate on the "**presumption of regularity**." That is, the government, in the eyes of its officers, is
20 assumed to be acting lawfully and fulfilling its obligations in the absence of evidence to the contrary . . . but this is a
21 deceptive and "**delusive presumption**." As humans, the people in governments are prone to err. You have the right to
22 refuse the risks of interacting with them by challenging any command, any statement, and any assertion made by public
23 servants. In fact it is your first obligation or duty to YOU to question their authority. ¹⁴

24 Read the following definitions of "presumption" keeping in mind the question whether any legislator can enact a law **to**
25 **take away a right** or create an **obligation** by presumption:

26 "1 : presumptuous attitude or conduct : audacity

27 2 a : an attitude or belief dictated by probability : assumption

28 b : the ground, reason, or evidence lending probability to a belief

29 3 : a legal inference as to the existence or truth of a fact not certainly known that is drawn from the known or proved existence of
30 some other fact."

31 [*Presumption, Merriam-Webster; SOURCE: <https://www.merriam-webster.com/dictionary/presumption>]*

32 _____
33 *presumption*

34 [*pri-zuhmp-shuhn*]

35 *noun*

36 1. the act of presuming.

37 2. assumption of something as true.

¹⁴ "Anyone entering into an arrangement with the government takes the risk of having accurately ascertained that he who purports to act for the government stays within the bounds of his authority, even though the agent himself may be unaware of the limitations upon his authority."
[Federal Crop Insurance v. Merrill, 332 U.S. 380 (1947). [Emphasis added]]

1 3. **belief** on reasonable grounds or **probable** evidence.

2 4. something that is **presumed**; an assumption.

3 5. a ground or reason for **presuming** or believing.

4 6. Law. an inference required or permitted by law as to the existence of one fact from proof of the existence of other facts.

5 7. an assumption, often not fully established, that is taken for granted in some piece of reasoning.

6 8. unwarrantable, unbecoming, or impertinent boldness.

7 **Origin of presumption**

8 1175–1225; Middle English: effrontery, supposition < Latin praesūptiōn- (stem of praesūptiō) anticipation, supposition, Late
9 Latin: presumptuousness, equivalent to praesūpt(us) (past participle of praesūmere to undertake beforehand; see [presume](#)) + -iōn-
10 [-ion](#)
11 [*Presumption*, Dictionary.com; SOURCE: <https://www.dictionary.com/browse/presumption>]

12 Ask yourself whether legislators can take away any rights by enacting a “law” to obligate anyone to disprove someone
13 else’s “**belief**” based on “**probable evidence**”. If you find no rhyme, reason, or authority for such “delegated” powers, you
14 can reasonably conclude that legislative authority may ONLY operate upon government authorities and employees -- in
15 counter distinction to the Operation of Law that operates in Common Law for the people in general.

16 “mass noun: The acceptance of something as true **although it is not known for certain.** ‘**the presumption of innocence.**’ Law : **An**
17 **attitude** adopted in **law or as a matter of policy** towards an action **or proposal** in the absence of acceptable **reasons** to the contrary.
18 Behavior **perceived as** arrogant, disrespectful, and transgressing the limits of what is permitted or appropriate.”
19 [*Presumption*, Oxford Dictionary; SOURCE: <https://en.oxforddictionaries.com/definition/presumption>]

20 Now... how is that not sophistry for attorneys’ tool chests?

21 “A conclusion made as to the existence or nonexistence of a fact that must be drawn from other evidence that is admitted and
22 proven to be true. A **Rule of Law**. If certain facts are established, a judge or jury must assume another fact that the law recognizes
23 as a logical conclusion from the proof that has been introduced. A presumption differs from an inference, which is a conclusion that
24 a judge or jury may draw from the proof of certain facts if such facts would lead a reasonable person of average intelligence to
25 reach the same conclusion.”
26 [*Presumption*, The Free Dictionary by Farlex; SOURCE: <https://legal-dictionary.thefreedictionary.com/presumption>]

27 A **conclusive presumption** is an **administrative** means by which the **proof of certain facts** is allowed as **facts assumed**
28 **beyond dispute**. The fallacy is inherent acceptance of presumptions which cannot be rebutted or contradicted by evidence
29 to the contrary for the mere reason that the accused may be placed in the unpardonable position of having to prove a
30 negative.

31 One example revealing that the burden of proof may not be shifted to the accused person of a “presumed liability for a tax”
32 because even

33 “..the taxpayer can not be left in the unpardonable position of having to prove a negative”
34 [*Elkins v. United States*, 364 U.S. 206, 218, 80 S.Ct. 1437, 1444, 4 L.Ed.2d. 1669 (1960) ; *Flores v. U.S.*, 551 F.2d. 1169, 1175 (9th
35 Cir. 1977); *Portillo v Comm’r*, 932 F.2d. 938, *Affirming, reversing and remanding* 58 TCM 1386, Dec 46, 373 (M), *TC Memo*,
36 1990-68 [91-2 USTC P50, 304]; *Weimerschirch* [79-1 USTC P9359], 596 F.2d. at 361]

37 Another example is a child younger than seven is presumed to be incapable of committing a felony. There are very few
38 conclusive presumptions because they are considered to be a substantive rule of law, as opposed to a rule of evidence.

39 “A rebuttable presumption is one that can be disproved by evidence to the contrary. The Federal Rules of Evidence and most state
40 rules are concerned only with rebuttable presumptions, not conclusive presumptions”
41 [*Presumption*, The Free Dictionary by Farlex; SOURCE: <https://legal-dictionary.thefreedictionary.com/presumption>]

42 **3. PART II: BURDEN OF PROOF**

43 **First, you must discern the difference between a criminal case and a civil case.**

1 **In a criminal case**, the government / plaintiff must produce **a quality of evidence** to overcome the “presumption of
2 innocence” by producing verifiable facts that prove the defendant’s guilt.

3 *“The prosecution must prove...” – In a criminal case, the prosecution has the burden of proof. Suppose both the defense and the
4 prosecution go into the courtroom and say nothing – nothing at all. Who wins? The answer is clear: The defense. Since it is up to
5 the prosecution to prove that the defendant committed the crime alleged, if the prosecution does not provide any proof (in the form
6 of evidence), the case must be dismissed.*

7 *“...beyond a reasonable doubt.” – Not only must the prosecution provide “beyond a reasonable doubt” the corpus delict (i.e. the
8 weapon/instrument), but also the defendant’s motive and intent to commit the alleged crime. If the prosecution presents some
9 evidence, but not enough to clearly prove that the defendant committed the crime, the jury should find the defendant not guilty.*

10 **In a civil case**, like traffic violations or IRS allegations, the plaintiff or officer must produce **a quantity of evidence** to prove
11 verifiable harm, loss or injury. The defendant has the right to challenge the validity of plaintiff’s allegations for “no claim upon
12 which relief can be granted.”

13 [*Burden of Proof, The Free Dictionary by Farlex; SOURCE: <https://legal-dictionary.thefreedictionary.com/burden+of+proof>]*

14
15 *Administrative Procedures Act, 5 U.S.C. Part I, Chapter 5, II, § 556(d)*

16 *Except as otherwise provided by statute, the proponent of a rule or order has the burden of proof.*

17 Under 28 U.S.C. §1343, the use of codes to violate any inalienable/unalienable rights is now exposed.

18 **3.1 WHO HAS THE BURDEN OF PROOF?**

19 *“Generally, describes the standard that a party seeking to prove a fact in court must satisfy to have that fact legally established.
20 There are different standards in different circumstances. For example, in criminal cases, the burden of proving the defendant’s guilt
21 is on the prosecution, and they must establish that fact beyond a reasonable doubt.*

22 *In civil cases, the plaintiff has the burden of proving his case by a preponderance of the evidence. A “preponderance of the
23 evidence” and “beyond a reasonable doubt” are different standards, requiring different amounts of proof”*

24 [*Burden of Proof, Cornell Legal Information Institute (LII); SOURCE: https://www.law.cornell.edu/wex/burden_of_proof]*

25
26 *Burden of proof*

27 *[. . .]*

28 *The burden of proof lies with the person who signed a verifiable claim. A mere belief that an obligation exists is nobody’s burden to
29 disprove.*

30 **The inability, or disinclination, to disprove a claim does not render that claim valid.** *nor give it any credence whatsoever.
31 However it is important to note that we can never be certain of anything, and so we must assign value to any claim based on the
32 available evidence, and to dismiss something on the basis that it hasn’t been proven beyond all doubt is also fallacious reasoning.*

33 *Example: Bertrand declares that a teapot is, at this very moment, in orbit around the Sun between the Earth and Mars, and that
34 because no one can prove him wrong, his claim is therefore a valid one”*

35 [*Thou Shalt Not Commit Logical Fallacies, Your Logical FallacyIs; SOURCE:*

36 <https://yourlogicalfallacyis.com/pdf/FallaciesPoster24x36.pdf>]

37 **3.2 BURDEN OF PROOF IN A CRIMINAL CASE**

38 In a criminal case, the prosecutor must prove guilt beyond a reasonable doubt.

- 39 1. The jury begins with a **presumption of innocence**. In the mind of the jury, the accused is innocent until proven guilty.
40 They begin as doubters.
- 41 2. **The claimant prosecutor FAILS to prove his case if** he offers
 - 42 2.1. no evidence,
 - 43 2.2. a scintilla of evidence,
 - 44 2.3. reasonable suspicion of guilt,

- 1 2.4. probable cause why the accused committed the crime,
- 2 2.5. an abundance of evidence to tilt the scale that the accused is guilty — “a preponderance of evidence.”
- 3 2.6. clear and convincing evidence¹⁵ the accused is guilty. Even if the prosecutor fulfills a “burden of production” of
- 4 clear and convincing evidence coupled with **the art of persuasion** fulfilling the “burden of persuasion” the jury
- 5 must declare the accused NOT GUILTY!

6 The government prosecutor must present the **kind of facts** that overcome the “presumption of innocence” in the mind of a
 7 reasonable person – those **quality of facts**¹⁶ that convince him with moral certainty the accused is indeed guilty of the
 8 crime in which he has been accused.

9 *“For the law holds, that it is better that ten guilty persons escape, than that one innocent suffer”*
 10 *[Sir William Blackstone, in his Commentaries on the Laws of England, 9th ed., book 4, chapter 27, p. 358 (1783, reprinted 1978)]*

11 *“That it is better 100 guilty Persons should escape than that one innocent Person should suffer”*
 12 *[Benjamin Franklyn, letter to Benjamin Vaughan, March 14, 1785.—The Writings of Benjamin Franklin, ed. Albert H. Smyth, vol.*
 13 *9, p. 293 (1906)]*

14
 15 In 1920, Justice Walker of New Jersey, in *State v Linker*, wrote:

16 *“Reasonable doubt is **not mere possible doubt.**”*

17 *“It is that state of the case which, after the entire comparison and consideration of all the [evidence](#) leaves the*
 18 *minds of the jurors in that condition that they cannot say they feel an abiding conviction to a moral certainty of*
 19 *the truth of the charge.”*

20 In 1997, the Supreme Court of Canada, in [R v Lifchus](#), suggested this explanation:

21 *“The accused enters these proceedings presumed to be innocent. That [presumption of innocence](#) remains*
 22 *throughout the case until such time as the Crown has on the [evidence](#) put before you satisfied you beyond a*
 23 *reasonable doubt that the accused is guilty.*

24 *“What does the expression beyond a reasonable doubt mean? The term beyond a reasonable doubt has been*
 25 *used for a very long time and is a part of our history and traditions of justice. It is so engrained in our criminal*
 26 *law that some think it needs no explanation, yet something must be said regarding its meaning.*

27 *“A reasonable doubt is **not** an imaginary or frivolous doubt. It must **not** be based upon sympathy or prejudice.*
 28 *Rather, it is based on reason and common sense. It is logically **derived from the evidence** or absence of*
 29 *evidence.*

30 *“Even if you believe the accused is **probably guilty or likely guilty**, that is **not** sufficient. In those*
 31 *circumstances you must give the benefit of the doubt to the accused and acquit because the Crown has failed to*
 32 *satisfy you of the guilt of the accused beyond a reasonable doubt. On the other hand you **must remember that it***
 33 ***is virtually impossible to prove anything to an absolute certainty** and the Crown is not required to do so. Such*
 34 *a standard of proof is impossibly high.*

35 *“In short if, based upon the evidence before the court, you are sure that the accused committed the offence you*
 36 *should convict since this demonstrates that you are satisfied of his guilt beyond a reasonable doubt.”*

37 *[Reasonable Doubt Definition, Dyhaime’s Law Dictionary; SOURCE:*
 38 <http://www.duhaime.org/LegalDictionary/R/ReasonableDoubt.aspx>*]*

39 The criminal justice system seeks to present a case to jury where the facts in the case lead to a guilty verdict beyond
 40 reasonable doubt. **No court requires evidence that removes ALL DOUBT!**

¹⁵ According to the Supreme Court in [Colorado v. New Mexico, 467 U.S. 310 \(1984\)](#), “clear and convincing” means that the [evidence](#) is highly and substantially more likely to be true than untrue; the [fact finder](#) must be convinced that the contention is highly probable.

¹⁶ Fact: a truth (an actual event) known by actual experience or observation; something known to be true as opposed to hints, presumption, imagination, myth, a lie, and make-believe.

1 Thus, the job of the defendant is to challenge all evidence presented to show they do not rise to the level of evidence that
2 can remove the reasonable doubt or, if necessary, provide evidence, beyond reasonable doubt, that he is not guilty.

3 **3.3 BURDEN OF PROOF IN A CIVIL CASE**

4 The burden of proof in a civil case is not as high as in a criminal case because the stakes are not as high; that is, in a civil
5 case the issue is money and not life and liberty.

6 In a civil case where fees are involved, the judge or jury must make a decision based on the PREPONDERANCE OF
7 EVIDENCE.

8 **3.4 PREPONDERANCE OF EVIDENCE**

9 *"A requirement that more than 50% of the evidence points to something. This is the burden of proof in a civil trial"*
10 *[Preponderance of Evidence, Cornell Legal Information Institute (LII); SOURCE:*
11 *https://www.law.cornell.edu/wex/preponderance_of_the_evidence]*

- 12 1. The prosecution loses if it has no evidence.
- 13 2. The prosecution loses if it cannot prove it has been injured.
- 14 3. The prosecution loses if it cannot prove you have a contract with the State and that you have obligations and duties to
15 the State via a contract. Therefore, you always demand to see evidence of a contract. No contract, no case.

16 The government / Claimant loses if you demand proof of claim with strict proof of claim.

17 The government / Claimant loses if you demand "validation" and "verification" of claim under penalties of perjury.
18 Bankers, credit card companies, IRS agents, and government officers will NEVER MAKE A WRITTEN STATEMENT
19 UNDER OATH.

20 In short, the government loses if you demand proof of claim with strict proof of claim.

21 **3.5 WHAT "EVIDENCE" IS**

22 **Substantive, credible evidence:** In this world, there is no such thing as absolute certainty about anything. Claimants are
23 not required to produce evidence that removes "all doubt," only enough to support their claim and to convince a reasonable
24 person that their claim is true and that deniability is unreasonable.

25 **3.6 THINGS THAT ARE NOT EVIDENCE**

26 It is very important for you to realize what is NOT evidence. The following things are NOT court admissible evidence and
27 no court would rely on them in basing any decision:

28

- 29 1. Anything that any government says to you about an obligation that they can't prove was lawfully created as described in
30 this document. Such statements are mere inadmissible presumptions.
- 31 2. Anything an attorney says in cases against the government. A government attorney cannot act as BOTH an attorney
32 and a fact witness at the same time.
- 33 3. Anything the judge says about the "facts" relating to the case. Judges cannot act as fact witnesses.
- 34 4. Any publication the government or its agencies publishes.
- 35 5. Anything said or released to the press by the government.
- 36 6. Anything on any government web site. This includes the IRS website. See Internal Revenue Manual (I.R.M.), Section
37 4.10.7.2.8.
- 38 7. Anything an IRS agent or state revenue collector tells you about your tax responsibilities. 26 U.S.C. §6065 requires
39 every piece of paper prepared under the authority of the Internal Revenue Code to be signed under penalty of perjury.
40 IRS agents NEVER comply with this. Not even in their assessments.
- 41 8. Anything that anyone "believes" or has an "opinion" about. Federal Rule of Evidence 610.
- 42 9. Anything a policeman says to you or even promises to you.

- 1 10. Any title of the U.S. Code that is NOT enacted into “positive law”. See 1 U.S.C. §204 legislative notes. These titles
2 are “prima facie evidence”, which means that they are inadmissible PRESUMPTIONS that cannot conclusively impair
3 any constitutional right.
4 11. Anything submitted to any court that is NOT signed under penalty of perjury. This would include “declarations”
5 signed by officers of the government but not verified under penalty of perjury. See:

Waiver of Immunity-Police, Litigation Tool #01.008
<https://sedm.org/Litigation/LitIndex.htm>

6 The above are confirmed by the following documents:

- 7 1. Legal Deception, Propaganda, and Fraud, Form #05.014
8 <https://sedm.org/Forms/FormIndex.htm>
9 2. Reasonable Belief About Income Tax Liability, Form #05.007
10 <https://sedm.org/Forms/FormIndex.htm>

11 **3.7 KINDS OF EVIDENCE IN A CRIMINAL TRIAL**

12 A lot of the confusion about evidence in criminal cases stems from a lack of clear understanding of what constitutes
13 “evidence.” To many people, evidence means physical evidence – a literal smoking gun or drugs in the possession of
14 someone caught red-handed. But, in reality, the definition of “evidence” is much broader.

15 What are some examples of things that can be used as evidence in a criminal trial? Common forms of evidence include:

- 16 1. **Physical evidence** – As suggested above, physical evidence includes any item linking a person to a crime. Along with
17 weapons and drugs, other forms of physical evidence could include an assault victim’s injuries, drug paraphernalia, or
18 a computer in an internet crime investigation.
19 2. **Chemical evidence** – If you are being prosecuted for [driving under the influence \(DUI\)](#), the results of your breath,
20 urine, or blood test may be admissible as evidence at trial.
21 3. **Witness testimony** – If someone saw you commit a crime, his or her testimony would be considered evidence against
22 you.
23 4. **Confessions** – Any self-incriminating statements that you make to the police may be admissible as evidence, as well.
24 5. **Circumstantial evidence** – Were you at the scene of the crime when the crime occurred? If so, the prosecution may be
25 able to use this as circumstantial evidence that you were involved.
26 6. **Electronic evidence** – In [computer crime](#), [domestic violence](#) and certain other types of **cases**, text messages, emails,
27 computer files, and other types of electronic records may be admissible as evidence, as well.

28 **3.8 PROBABLE CAUSE**

29 *“In the criminal law context, there are a few additional standards that apply in specific circumstances. Another well-known
30 standard is the probable cause standard. This standard focuses on balancing effective law enforcement practices against the [Fourth](#)
31 [Amendment](#) guarantee against unreasonable invasions into citizens’ privacy. In [Illinois v. Gates](#), 462 U.S. 213 (1983), the Supreme
32 Court outlined the totality of the circumstances test that applies to determining whether a police officer had probable cause to
33 conduct a search and seizure, and for magistrate judges to use when issuing warrants. The standard requires police officers and
34 judges*

35 *“to make a practical, common-sense decision whether, given all the circumstances set forth in the affidavit
36 before him, including the ‘veracity’ and ‘basis of knowledge’ of persons supplying hearsay information, there is
37 a fair probability that contraband evidence of a crime will be found in a particular place.”*

38 [. . .]

39 *A reasonable suspicion occurs when a police officer*

40 *“observe[s] unusual conduct which lead him reasonably to conclude in light of his experience that criminal activity may be afoot
41 and that the persons with whom he is dealing with may be armed and dangerous”*

42 *[[Terry v. Ohio](#), 392 U.S. 1 (1968)]*

43 *[Evidentiary Standards and Burdens of Proof; Justia; SOURCE: [https://www.justia.com/trials-litigation/evidentiary-standards-](https://www.justia.com/trials-litigation/evidentiary-standards-burdens-proof/)
44 [burdens-proof/](https://www.justia.com/trials-litigation/evidentiary-standards-burdens-proof/)]*
45

1 **3.9 NO ONE IS REQUIRED TO PROVE A NEGATIVE**

2 No man can prove they did not do something! No one!

3 No one can prove he wasn't driving 80 mph down the highway . . . or that he does not owe a tax

4 *"..the taxpayer can not be left in the unpardonable position of having to prove a negative"*
5 *[Elkins v. United States, 364 U.S. 206, 218, 80 S.Ct. 1437, 1444, 4 L.Ed.2d. 1669 (1960); Flores v. U.S., 551 F.2d. 1169, 1175 (9th*
6 *Cir. 1977); Portillo v Comm'r, 932 F.2d. 938, Affirming, reversing and remanding 58 T.CM 1386, Dec 46, 373 (M), TC Memo,*
7 *1990-68 [91-2 USTC P50, 304]; Weimerskirch [79-1 USTC P9359], 596 F.2d. at 361]*

8 . . or that he does not owe a credit card company.

9 He must require those making a claim prove their claim with strict proof of claim.

10 **3.10 TWO DUTIES OF FREE MEN: PRINCIPLES OF EMPOWERMENT**

11 Innocent men involved in a legal fight must feel the power!

12 **Power One: Your first duty is to question authority** . . . if you do not CHALLENGE AUTHORITY the de facto doctrine
13 kicks in; that is, your first duty is to honorably accept an agent's presumption, UPON PROOF OF CLAIM. This is called
14 **"conditional acceptance."**

15 The United States Supreme Court has ruled that it is YOUR duty, YOUR responsibility, and YOUR obligation, to
16 determine the valid authority of anyone representing themselves to be an officer of the government. Below is one way to
17 do it:

18 *"As per Ryder v. United States, 115 S.Ct. 2031, 132 L.Ed.2d. 136, 515 U.S. 177, I am required to initiate a direct challenge to the*
19 *authority of anyone representing himself, or herself, to be a government officer or agent prior to the finality of any proceeding in*
20 *order to avoid implications of de facto officer doctrine. When challenged, those posing as government officers and agents are*
21 *required to affirmatively prove whatever authority they claim".*

22 Additional authorities on the subject:

23 *"Public officers are merely the agents of the public, whose powers and authority are defined and limited by law. Any act without*
24 *the scope of the authority so defined does not bind the principal, and all persons dealing with such agents are charged with*
25 *knowledge of the extent of their authority,"*
26 *[Continental Casualty Co. v. United States, 113 F.2d. 284, 286 (5th Cir. 1940)]*

27 *"When the right to do a thing depends upon legislative authority, and the Legislature has failed to authorize it, or has forbidden it,*
28 *no amount of acquiescence, or consent, or approval of the doing of it by a ministerial officer, can create a right to do the thing*
29 *which is unauthorized or forbidden,"*
30 *[Department of Ins. of Indiana v. Church Members Relief Ass'n., 217 Ind. 58, 26 N.E.2d. 51 (1940)]*

31 **Power Two:** Your second duty is to challenge the agent to PROVE HIS CLAIM under oath, under penalties of perjury.
32 Government officers or debt collectors or credit card companies will NEVER, NEVER do this.

33 *Administrative Procedures Act, 5 U.S.C. Part I, Chapter 5, II, § 556(d)*

34 *Except as otherwise provided by statute, the proponent of a rule or order has the burden of proof.*

35 Under 28 U.S.C. §1343, the use of codes to violate my rights is now exposed.

36 *Example: You are hereby ordered . . .*

- 37 • *To provide me with proof of claim that I am the "Taxpayer" to whom this letter is addressed: made under penalty*
38 *of perjury [§6065] before a state notary testifying that I am a "Taxpayer" will be acceptable*
- 39 • *To provide me with verification of proof of claim that . . .*
- 40 • *To provide me with the contract that obligates me to some kind of performance that I am required . . .*

1 Since government officers never take an oath that they are telling the truth in civil matters, you win because they are
2 estopped by acquiescence. The common law doctrine of estoppel by acquiescence is applied when one party gives legal
3 notice to a second party of a fact or claim, and the second party fails to challenge or refute that claim within a reasonable
4 time.

5 And, failure of a government official to provide proof of claim in a timely manner can result in a claim being barred by
6 laches. Laches is an equitable defense or doctrine asserted in litigation. It is defined as an “unreasonable delay
7 pursuing a right or claim by one party in a way that prejudices the opposite party”.

8 **4. PART III: EXAMPLES OF DEMANDING PROOF OF CLAIM**

9 **4.1 EXAMPLE ONE:**



10

11 A claim of credit card debt by a debt collection company

12 Mail: First Class Mail March 22, 201_

13 **Joe Patriot**
14 2 Freedom Way
15 No Slave, NM 00000

16 Debt Collector Company, Inc.
17 PO Box 000000
18 Jacksonville, FL 00000000

19 RE: Claim 666

20 Lawful Notice of Dispute

21 To Agent or Assigns at Debt Collector Company:

22 I am in receipt of a computer-generated letter from your company dated _____ unsigned, unverified, unvalidated
23 statements alleging some kind of debt.

24 It is my policy to pay all legitimate debts, but to also not be defrauded by clever schemes.

25 Your claims are conditionally accepted provided you furnish me with a claim verified under penalty of perjury.

26 Who are you? Do I have a contract with you? Please send me a certified copy of the contract that exists between Joe Patriot
27 and Debt Collection Company, Inc.

28 Please verify your claim under pains and penalties that this is a true debt and not a collection scheme per the F.D.C.P.A. at
29 15 U.S.C. §1692 e.g.

1 Please send me a certified copy that you are collecting a debt for CITIBANK as their representative and that you did not
2 purchase this debt for personal gain.

3 Please send me a copy of your license to collect a debt in New Mexico.

4 If you bought this as a “debt collections” device to make money as a debt collector, thank you for paying off the bill.

5 **NOTICE TO AGENT IS NOTICE TO PRINCIPAL;**

6 **NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

7 **SILENCE IS ACQUIESCENCE**

8 All Rights Reserved,

9 Joe Patriot

10

11 **4.2 EXAMPLE TWO:**



12

13 A man in NJ was facing CIVIL charges. The tyrant judge refused his paper work, denied it had ever been presented in
14 court, and then said that the Plaintiff did not have to provide proof of his claim because claims by lawyers and prosecutors
15 are considered true, blah, blah, blah.

16 Walt C. submitted the following excellent Demand for Proof Claim to the Court demanding the judge provide proof of
17 claim the Plaintiff does not have to have to provide proof of claim:

18 **SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION SALEM COUNTY**

19 **Re: Case No(s): F- 333333**

20 **IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, SALEM COUNTY**

21 **TO THE ATTENTION OF COUNTY RECORDER**

22 Your failure to accept this instrument for filing will engage the use of the following United States Code, Title 18, sections
23 1581, 241, 242, 1622, Title 18 U.S.C. §4, Title 18 U.S.C. §3, and Title 42 U.S.C. §§1986 and 1994.

24 Responsibility informant public proxy, Michael James Ross, pursuant to Title 18 Section 4, Title 42 Section 1994. See the
25 Constitution for the United States of America, Article 4 e-commerce accessibility of all acts, records, and proceedings
26 uniform state to state and Amendments 1, 4, 5 and 7, Title 15 U.S.C. document, Tracer Flag.

1

COMMERCIAL AFFIDAVIT-

STATE OF NEW JERSEY,)

NOTICE OF INTEREST

)ss.

For a three (3) week (Jewish) (21 days statutory)

COUNTY OF SALEM)

Grace PERIOD for CONTINUANCE

2 DATE: _____, 20__

3 I, _____, as Affiant, state and affirm as follows:

4 I, John Hancock, have natural, personal and commercial survival self-defense, and monetary interests in handling my own
5 legal cases. Images/costs of each cited case traverses exceed \$120, and guarantee a trial by jury.

6 As a living man, I have a natural, personal, and commercial rights of self-defense, which are guaranteed under the 1st, 4th,
7 5th, and 7th Amendments, of the Constitution for the United States of America, under International Jewish Commercial Law,
8 and in the initiation of all lawful legal processes and Summons, who guarantee the exhaustion of all pertinent commercial
9 interests, commercial remedies, and commercial relief. In exchange for the constitutional guarantees of personal and
10 commercial protections all civilized people have the responsibility to practice law to the best of their ability regardless of
11 the conditions of having a license to do so.

12 The request for reconsideration for charges against Defendants is premised upon the willingness of Donald Duck, in-esse,
13 d/b/a DONALD DUCK, JUDGE, R. J. HUGHES JUSTICE COMPLEX, P.O. 970, TRENTON, NEW JERSEY 08625,
14 supervisors, heirs, agents and assigns.

AFFIDAVIT OF VALIDATION

16 I HEREBY ALSO DEMAND TO RECEIVE THE FOLLOWING PROOF OF CLAIMS ANSWERED.

17 Please respond in affidavit of validation OR VERIFICATION OF CLAIM form under your full and complete commercial,
18 corporate and personal liability that You have the proofs of your claims.

- 19 1. Proof of Claim: That You had the authority under the constitution as per your oath of office, to COMPLETELY
20 deny and dismiss “ALL” my affidavits, evidences, documents, papers, jurisdictional and constitutional demands
21 and challenges and all others forms or claims, as per your own judicial determination signed by You on September
22 ____.
- 23 2. Proof of Claim: That by completely stripping, eliminating, and suppressing ALL my claims, proofs, documents
24 and demands and leaving Me naked BEFORE THE COURT, without any evidence in support of my case is NOT
25 a violation of my constitutional rights and liberties.
- 26 3. Proof of Claim: That the law allows judges to be handed a document by any Esquire, WITHOUT YOU EVEN
27 READING IT AND SIGNING, denying and dismissing all MY motions, all affidavits, all papers, all documents,
28 all jurisdictional and constitutional demands, and ALL OTHER GROUNDS, as per the document You signed.
- 29 4. Proof of Claim: That plaintiffs do not have to prove their claims as the moving party in their verified complaint.
- 30 5. Proof of Claim: That defendant has to prove the claims of the plaintiffs’ as per your judicial determination and
31 demands.
- 32 6. Proof of Claim: That I as a defendant in error, have to answer by law a verified complaint against another verified
33 complaint from the Plaintiff who is the moving party that refuses to answer my Affidavit of rebuttal of their
34 verified complaint.
- 35 7. Proof of Claim: That defendant has received a certified copy with proof of return receipt of the new amended
36 verified complaint to respond to, in the time frame demanded.
- 37 8. Proof of Claim: That this civil court has a verifiable contract signed by Me before trial, giving the court complete
38 jurisdiction over a non-corporate living man.

9. Proof of Claim: That any Barrister and/or Solicitor or person from any foreign country, without having to be here in the U.S.A., can file a long-distance verified complaint from inside another country and does not have to be here to testify at court in any trial.
10. Proof of Claim: That as judge that You have subject matter jurisdictional authority in an Article 1 court.
11. Proof of Claim: That as judge that You have subject matter jurisdictional authority in an Article 3 court.
12. Proof of Claim: That as judge that You have subject matter jurisdictional authority in an Article 4 court.
13. Proof of Claim: That as stated by You that You are a judge presiding in an ARTICLE 5 COURT.
14. Proof of Claim: That You as judge, that You will/do not have to protect my Constitutional liberties/rights as per your oath of office.
15. Proof of Claim: That THE SUPERIOR COURT OF THE STATE OF NEW JERSEY IN AND FOR THE COUNTY OF SALEM is not a private corporation, even though Dun and Bradstreet D-U-N-S numbers were supplied and entered into the court record and sent to plaintiffs, that the court listed themselves as a PRIVATE corporation.
16. Proof of Claim: That the STATE OF NEW JERSEY is not a private corporation and that the causes of actions are not in REM against defendant. Proof of claim: That You and the court, corporation, dept etc. has giving Me full and complete disclosure over any and all contracts or over anything and everything claimed.
17. Proof of Claim: That You have complete authority over this Sovereign non-corporate living man within the country.
18. Proof of Claim: That You have complete authority over this living man upon the land.
19. Proof of Claim: That You are not a registered member of the Bar Association.
20. Proof of Claim: That the American Bar Association is not a foreign International Private organization, which makes Bar members foreign agents in a foreign state, under the Foreign Sovereign Immunities Act (F.S.I.A.). Proof of Claim that Bar members actually have a license to practice law. Proof of Claim of any lawful law that proves that a non-corporation living man upon the law, has to pay any court a tax or fine. Proof of Claim that the supreme courts in each State were actually following a state and federal real law, that permitted the fellow Bar members of the supreme courts, to allow fellow Bar members in each state and federal government, as part of the judicial branch of government in each state and federal government courts.
21. Proof of Claim: That You as judge are above the Supreme Court's rulings and that You are above the law of this land.
22. Proof of Claim: That the Constitution is not the Supreme Law of this land and/ or in this or any court and that You do not have to adhere to your oath of office to uphold said oath and constitution.
23. Proof of Claim: That You can prove the "LAW" You asked for, that would supply the proof of why You should not have dismissed all my affidavits, and all documents.
24. Proof of Claim: Of why my affidavits of "denial of corporate existence" was not allowed under the F.S.I.A.
25. Proof of Claim: Of YOUR AUTHORITY under the organic and corporate constitution to completely deny a writ of "CORAM NOBIS".
26. Proof of Claim: That the court upon challenge will/does not have to rebut or disprove the fact — that I am not a corporation.
27. Proof of Claim: That affidavits and statements of facts are not proof of anything and will not be allowed to be presented at trial as per your judgment.
28. Proof of Claim: That sworn affidavits and statements of facts will/can not be admissible as evidence, when the evidence within the affidavits, will clearly prove the claims of the defendant.
29. Proof of Claim: That verified complaints are admissible as evidence and sworn affidavits are not.

Each of Defendants as listed above is hereby damaged financially, socially and psychologically, with grief, by creating a crisis for Dplaintiffs without a probable cause, by and through the process of obtaining a defense against unproven charges submitted by Donald Duck, in-esse, d/b/a DONALD DUCK, JUDGE, R. J. HUGHES JUSTICE COMPLEX, P.O. 970, TRENTON, NEW JERSEY 08625, supervisors, heirs, agents and assigns, while Donald Duck, in-esse, d/b/a DONALD DUCK, JUDGE, R. J. HUGHES JUSTICE COMPLEX, P.O. 970, TRENTON, NEW JERSEY 08625, supervisors, heirs, agents and assigns, is remaining as a false witness, without a lawful written contract with Defendants to interfere in their commercial affairs by making financial determinations for Defendants without proper license and consent from Defendants and not recusing herself as an attorney, while remaining as a witness without first-hand-knowledge, per court rules.

I, John Hancock, have the due process right of nature and of law to raise and present my own knowledge and understanding of the natural principles of truth.

THE ISSUE

1 I am being defrauded of the opportunity to present my own thoughts and defense. There have been no claims or proof of
2 claims produced in support of Plaintiff's alleged claims by Attorney for Plaintiff, which can be used as evidence in this
3 matter, as it is improper to use attorney's statements as evidence. I, therefore, demand a three-week (Jewish) (21 days
4 statutory) continuance of the legal processes, in these four (4) cited cases, to prepare my own commercial affidavit
5 objections to the processes being imposed upon me and to receive commercial affidavit responses to them.

6 I, John Hancock, certify that I have read the foregoing instrument, COMMERCIAL AFFIDAVIT-NOTICE OF
7 INTEREST, and know and understand the contents thereof, and that, to the best of my knowledge and belief, it is true,
8 correct, complete, and not misleading, the truth, the whole truth, and nothing but the truth.

9 By: _____

10 Autograph: John Hancock

11 NOTARY WITNESS

STATE OF _____)

)ss.

COUNTY OF _____)

12 Today before me, a Commissioned Public Notary, visited the man/woman known to me to be Michael James Ross, and
13 he/she did Issue this COMMERCIAL AFFIDAVIT-NOTICE OF INTEREST as shown and he/she also confirmed his/her
14 testimony as shown before me this _____ day of _____ in the Year of our Lord Two Thousand
15 _____, whereof I set my Signature and Seal:

16 _____ Public Notary (SEAL)

17 _____ Witness One _____ Witness Two

18

19 **4.3 EXAMPLE THREE**



20

21 Christie, the Defendant, was pulled over by a cop and cited for speeding. She went to court, and faced her cop accuser (the
22 Plaintiff). Here is how the hearing went.

23 Cop: Your Honor, I clocked the Defendant going 55 mph in a 35 mph zone . . .

1 A loose discussion occurs between the Plaintiff cop and the innocent Defendant.

2 Christie: Was anyone injured?

3 Cop: No.

4 Christie: So, this is not a criminal case. If no one was injured, then why did you turn on your emergency lights?

5 Cop: Because you were going 55 mph in a 35 mph zone.

6 Christie: Is that really a reason to turn on your emergency lights . . . How do you know I was going 55 mph?

7 Cop: I clocked the you on my radar gun.

8 Christie: Did you calibrate your radar gun in the morning to make sure it was accurately adjusted? (Defendant was asking
9 for proof of claim.)

10 Cop: Yes, I did.

11 Christie: Where is your proof that you calibrated it in the morning of April 7th?

12 Cop: It is in my calibration book?

13 Christie: Do you have it with you in court today?

14 Cop: No.

15 Christie: Judge, I demand this case be dismissed because the Plaintiff did not back his claim with proof of Claim . . . that
16 is, your Honor, because there is no evidence in this court to support the Plaintiff's claim, I demand this case be dismissed.

17 Judge: This case is dismissed. (true story)

18 **Summary:** You have a God-given right to be left alone. The State wants money, creates laws, then cites you for breaking
19 their laws in order to create revenue. Therefore, the State will not leave you alone.

20 The State proceeds against you because (1) there is an injured party in which case this is their duty, or (2) because they
21 assume you have obligations to the State. But, we have a limited government.

22 The State can only force you to comply with their laws if you have consented to be ruled by their laws by a signed bona
23 fide contract. No contract, no duty.