

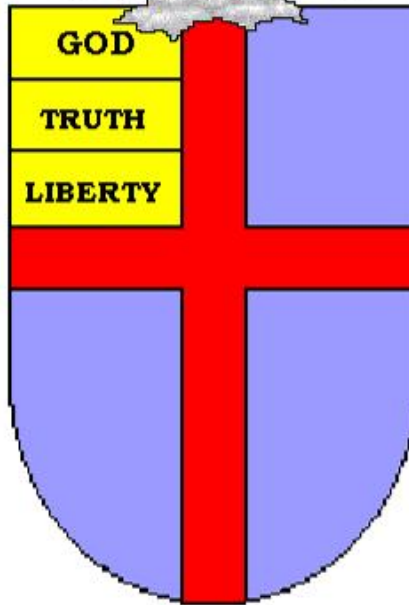
***Lawfully
Avoiding
Government
Obligations
Form #12.040***

by:
**Sovereignty Education and
Defense Ministry (SEDM)**

<http://sedm.org>

August 10, 2018

S E D M



Course Materials

If you want a copy of this presentation after viewing the course, you can download it from:

– *SEDM Forms Page*, Form #12.040

FORMS PAGE: <http://sedm.org/Forms/FormIndex.htm>

DIRECT LINK: <https://sedm.org/LibertyU/AvoidGovernmentObligations.pdf>

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Reasonable Belief About Income Tax Liability, Form #05.007

DIRECT LINK: <http://sedm.org/Forms/05-MemLaw/ReasonableBelief.pdf>

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COURSE OUTLINE

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Dedication

**I DO NOT
CONSENT
TO BE GOVERNED.**

**SHOW ME THE CONTRACT, SIGNED BY BOTH
PARTIES, ME AND THE GOVERNMENT, IN
WHICH I AGREE TO BE GOVERNED.**

DOES IT EXIST?

NO CONTRACT = NO OBLIGATION.

Dedication

"Under basic rules of construction, statutory laws enacted by legislative bodies cannot impair rights given under a constitution. 194 B.R. at 925. "

[In re Young, 235 B.R. 666 (Bankr.M.D.Fla., 1999)]

"The rights of the individuals are restricted only to the extent that they have been voluntarily surrendered by the citizenship to the agencies of government."

[City of Dallas v Mitchell, 245 S.W. 944]

"Life, faculties, production— in other words individuality, liberty, property— that is man. And in spite of the cunning of artful political leaders, these three gifts from God precede all human legislation, and are superior to it."

***[Frederic Bastiat (b. 1801 - d. 1850), The Law;
<http://famguardian.org/Publications/TheLaw/TheLaw.htm>]***

"For the principal aim of society is to protect individuals in the enjoyment of those absolute rights, which were vested in them by the immutable laws of nature; but which could not be preserved in peace without the mutual assistance and intercourse, which is gained by the institution of friendly and social communities. Hence it follows, that the first and primary end of human laws is to maintain and regulate these absolute rights of individuals."

"By the absolute rights of individuals we mean those which are so in their primary and strictest sense; such as would belong to their persons merely in a state of nature, and which every man is entitled to enjoy whether out of society or in it." - Ibid.

***[William Blackstone, Commentaries (1765); SOURCE:
<http://files.libertyfund.org/pll/quotes/215.html>]***

[More at: Unalienable Rights Course, Form #12.038; <https://sedm.org/LibertyU/UnalienableRights.pdf>]

Dedication

For the commandments, “You shall not commit adultery,” “You shall not murder,” “You shall not steal,” “You shall not bear false witness,” “You shall not covet,” and if there is any other commandment, are all summed up in this saying, namely, “You shall love your neighbor as yourself.”

Love does no harm to a neighbor; therefore love is the fulfillment of the law.

[\[Romans 13:9-10, Bible, NKJV\]](#)

“Do not strive with [or try to regulate or control or enslave] a man without cause, if he has done you no harm.”

[\[Prov. 3:30, Bible, NKJV\]](#)

Introduction

- A frequent source of anger and frustration is when the government attempts to administratively enforce an alleged obligation.
- Most of the time, the [government enforcement \(Form #05.032\)](#) is ILLEGAL and even unconstitutional. It is illegal because:
 - It disturbs your right to be left alone, and therefore represents an [“INJUSTICE” \(Form #05.050\)](#)
 - [It presumes \(Form #05.017\)](#) a [civil status \(Form #13.008\)](#) or obligation you don't in fact have as a justification for the enforcement. This violates due process of law (Form #05.045) if not authenticated by evidence before a neutral third party BEFORE enforcement commences.
 - It abuses your legal ignorance to victimize you with obligations you don't have and therefore makes you the target of THEFT, exploitation, and discrimination by a [corrupted de facto government \(Form #05.043\)](#).
 - It is misrepresented as “[law](#)” rather than merely “contract enforcement” or “compact enforcement” or “private law”. See: [What is “law”?](#), Form #05.048
<https://sedm.org/Forms/FormIndex.htm>

Introduction

- The government illegally shifts the [burden of proof](#) as the moving party asserting a civil obligation from themselves to you. They do so with sophistry, equivocation, franchises, and grants/loans of [civil statuses \(Form #13.008\)](#) that you aren't allowed to have. See [Form #05.025](#)
- It is instituted outside the exclusive geographical/territorial jurisdiction of the government doing the enforcing. That location is usually federal territory. See [Form #05.018](#).
- Those wishing to prevent the illegal enforcement **MUST** learn how to successfully challenge it administratively and in court or they can become the target essentially of an [organized crime government mafia \(Form #05.043\)](#) trading in [stolen private property \(Form #12.025\)](#) that technically must be returned to you under asset forfeiture laws.
- The purpose of this presentation is to show you how to successfully do that.
- All enforcement actions are predicated on the authority to enforce an alleged “obligation”.
- If you can prove that you have not such “obligation”, the authority of the government to enforce is **DESTROYED**.

Definition of “Obligation”

- “Obligation” is defined in the California Civil Code as follows:

California Civil Code - CIV

DIVISION 3. OBLIGATIONS [1427 - 3272.9]

(Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)

PART 1. OBLIGATIONS IN GENERAL [1427 - 1543] (Part 1 enacted 1872.)

TITLE 1. DEFINITION OF OBLIGATIONS [1427 - [1428.]] (Title 1 enacted 1872.)

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

(Enacted 1872.)

- The California Civil Code then describe how obligations may lawfully be created. Section 22.2 of the California Civil Code (“CCC”) shows that the common law shall be the rule of decision in all the courts of this State. CCC section 1428 establishes that obligations are legal duties arising either from contract of the parties, or the operation of law (nothing else). CCC section 1708 states that the obligations imposed by operation of law are only to abstain from injuring the person or property of another, or infringing upon any of his or her rights.

Definition of “Obligation”

California Civil Code - CIV

DEFINITIONS AND SOURCES OF LAW

(Heading added by Stats. 1951, Ch. 655, in conjunction with Sections 22, 22.1, and 22.2)

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 Constitution or laws of this State, is the rule of decision in all the courts of this State.

(Added by Stats. 1951, Ch. 655.)

California Civil Code – CIV

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[1428.] Section Fourteen Hundred and Twenty-eight.

An obligation arises either from:

One — The contract of the parties; or,

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

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

California Civil Code – CIV

DIVISION 3. OBLIGATIONS [1427 - 3272.9]

(Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)

PART 3. OBLIGATIONS IMPOSED BY LAW [1708 - 1725]

(Part 3 enacted 1872.)

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

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

Summary of How Obligations are Created

- Therefore, when anyone from the government seeks to enforce a “duty” or “obligation”, such as in tax correspondence, they have the **burden of proof (Form #05.025)** to demonstrate one of the following two things:
 1. **That you expressly consented to a contract with them.** This is one of the two mechanisms recognized in *Osborn v. Bank of U.S.*, **22 U.S. 738** (1824) ...OR
 2. **That “operation of law” is involved.** In other words, that you injured a specific, identified flesh and blood person and that such a person has standing to sue in a civil or common law action.
- The main difference between the above two methods of creating obligations is **CONSENT** or its **ABSENCE**. “Contracts” require **INFORMED CONSENT** while “operation of law” does **NOT**.
- For more on **CONSENT**, see:
Requirement for Consent, Form #05.003
FORMS PAGE: <https://sedm.org/Forms/FormIndex.htm>
DIRECT LINK: <https://sedm.org/Forms/05-MemLaw/Consent.pdf>

Why is Consent the foundational difference between the Two Methods of Creating Obligations?

- **Consent is the foundation of the difference BECAUSE:**
 - The Declaration of Independence specifies that all just powers of government derive from “the consent of the governed”.
 - The only type of law that can operate without INFORMED consent is the criminal law and the common law.
 - Anything done to you CIVILLY without your INFORMED and EXPRESS consent is therefore inherently **“UNJUST” (Form #05.050)**.
 - **“Justice” (Form #05.050)** is legally defined as “the right to be left alone”.

“Do not strive with [or try to regulate or control or enslave] a man without cause, if he has done you no harm.”
[Prov. 3:30, Bible, NKJV]

“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.”

[Olmstead v. United States, [277 U.S. 438, 478](#) (1928) (Brandeis, J., dissenting); see also Washington v. Harper, [494 U.S. 210](#) (1990)]
 - If you don’t consent to ANYTHING the government does CIVILLY, the only choice they have is to LEAVE YOU ALONE.
 - It is a maxim of the common law that you should deliver on all your contracts, because when you don’t, you take other people’s property and impose an injury on their time to regain it, which interferes with THEIR right to be left alone. Contracts create property rights.

“Operation of Law” Obligations

- **“Operation of law”:**
 - Involves situations where neither party gave [INFORMED CONSENT \(Form #05.003\)](#) to the other in any form.
 - Always involves an injury of some kind to the [equal rights \(Form #05.033\)](#) of one party by the other party.
- **The injury inflicted forms the basis for the following in a civil court:**
 - A “claim”.
 - “Standing” to sue in a constitutional court.
 - Damages which can be calculated based on the injury.
- **If an injury cannot be proven in court with court admissible evidence, then the case MUST be dismissed per [Federal Rule of Civil Procedure 8\(b\)](#). A mere motion of the court can dismiss the case. Sometimes the judge will dismiss the case without such an motion to reduce his workload.**
- **Enforcement of the CRIMINAL law is another example of “operation of law”. The victim of the crime received an injury that he or she did NOT expressly and formally consent to. If in fact they either consented to the injury or ASKED for it, then they have no standing to prosecute the perpetrator.**

**“Operation of law” does NOT apply
to a refusal BY YOU to consent to receive a “benefit”**

“Men are endowed by their Creator with certain unalienable rights,-'life, liberty, and the pursuit of happiness;’ and to 'secure,' not grant or create, these rights, governments are instituted. That property [or income] which a man has honestly acquired he retains full control of, subject to these limitations:

[1] First, that he shall not use it to his neighbor's injury, and that does not mean that he must use it for his neighbor's benefit [e.g. SOCIAL SECURITY, Medicare, and every other public “benefit”];

[2] second, that if he devotes it to a public use, he gives to the public a right to control that use; and

[3] third, that whenever the public needs require, the public may take it upon payment of due compensation.”

[Budd v. People of State of New York, 143 U.S. 517 (1892)]

“Contract” Obligations

- Examples of “contract” obligations include:
 - Written contracts.
 - [Verbal \(parol\) contracts](#).
 - Trusts. The U.S. Constitution is an example of such a trust. Even the Bible is a trust, see:
 - » [Ministry Introduction](#), Form #12.014.
 - » [Delegation of Authority Order from God to Christians](#), Form #13.001, Sections 3.8 and 3.9.
 - Civil franchise statutes. See [Form #05.030](#). An example is the Internal Revenue Code, Subtitle A and C, which are PUBLIC OFFICE franchise statutes. See [Form #05.001](#).
 - Government employment agreements. See [Title 5 of the U.S. Code](#).
- [INFORMED consent \(Form #05.003\)](#) is the basis of all contracts.
- Contracts with the government are referred to as:
 - Privileges.
 - Public rights.
 - Publici juris.
 - Congressionally created rights.
 - Entitlements.
 - Franchises ([Form #05.030](#)).

Obligations Owed to Governments

ASSUME an Office WITHIN the government

- If you owe a duty to ANY government, you are an officer WITHIN that government.
- Statutory “employees” under [5 U.S.C. §2105](#) or [civil statutory “persons” \(Form #05.042\)](#) are party to a “compact”, meaning a “contract”. Thus, they are “government contractors”.

“It is true, that the person who accepts an office [a public benefit/privilege/franchise] may be supposed to enter into a compact to be answerable to the government, which he serves, for any violation of his duty; and, having taken the oath of office, he would unquestionably be liable, in such case, to a prosecution for perjury in the Federal Courts. ”

[The United States v. Worrall, 2 U.S. 384 (1798)]

- A “compact” is U.S. Supreme Court short-hand for someone with an “implied obligation” because they in receipt of government granted property or “benefits” and thus subject to direct legislative control by Congress under [5 U.S.C. §553\(a\)](#). That “implied obligation” is sometimes also called a “quasi contract”. This is also sometimes called a “quid pro quo”. See:

Why Statutory Civil Law is Law for Government and Not Private Persons, Form #05.037, Section 2.3

<https://sedm.org/Forms/05-MemLaw/StatLawGovt.pdf>

- Obligations and Rights are two sides of the same coin. If you have a RIGHT, the government has a corresponding OBLIGATION to protect it:

*“If the slave has recognized civil rights, the state protects, and is bound to protect, those rights, and the obligation is to the slave. Recognized civil rights also imply civil remedies to enforce them, for without these, rights are nothing; and hence the universal maxim of the law, that there is no legal right without a legal remedy. Civil remedies are the legal sanction and [**9] muniment of civil rights, their best criterion and only safeguard. If the slave has civil rights, he must have civil remedies which attach to him as a slave.”*

[Bailey v. Poindexter’s Ex’r, 55 Va. 132 (1858); SOURCE:

https://famguardian.org/TaxFreedom/CitesByTopic/CivilStatus-Bailey%20v.%20Poindexter_s%20Ex_r_%2055%20Va.%20132-Slave%20civil%20status.pdf

Obligations Owed to Governments

ASSUME an Office WITHIN the government

- Since involuntary servitude is prohibited by the Thirteenth Amendment, then no one can compel you to occupy any government public office or [civil statutory status \(Form #13.008\)](#) to which civil obligations attach, INCLUDING "person" or "taxpayer" or "citizen", "resident", "driver", etc. **YOU MUST VOLUNTEER!**
- [Civil obligations](#) owed to governments can include BOTH:
 - DOING something and
 - NOT DOING something.
- In this scenario, a **LOSS** of a constitutional right or corresponding remedy owed to you is a civil obligation, such as a **LOSS** of the right to appeal to a district court as a ["taxpayer" \(Form 05.013\)](#) going into Tax Court. It is an enforceable command essentially to **NOT** do something.
- Rights are property, as are their corresponding obligations on the part of government.
- **LOSS** of constitutional rights or remedies are **CIVIL** obligations and represent a loss of [PRIVATE PROPERTY \(Form #12.044\)](#).

Proof that Obligations to Governments Are Public Offices

"The term office' has no legal or technical meaning attached to it, distinct from its ordinary acceptations. An office is a public charge or employment; but, as every employment is not an office, it is sometimes difficult to distinguish between employments which are and those which are not offices.... A public officer is one who has some duty to perform concerning the public; and he is not the less a public officer when his duty is confined to narrow limits, because it is the duty, and the nature of that duty, which makes him a public officer, and not the extent of his authority.' 7 Bac. Abr. 280; Carth. 479.... Where an employment or duty is a continuing [*65] one, which is defined by rules prescribed by law and not by contract, such a charge or employment is an office, and the person who performs it is an officer.... "**

[Ricker's Petition, 66 N.H. 207 (1890); SOURCE:

https://famguardian.org/TaxFreedom/CitesByTopic/PublicOffice-Ricker_s%20Petition_%2066%20N.H.%20207.pdf]

Abuse of Civil Statutes to Create Extraterritorial Obligations in the States of the Union are UNCONSTITUTIONAL

- The Constitution **DOES NOT EXPRESSY AUTHORIZE** grants of civil statutory rights, [civil statuses \(Form #13.008\)](#), or public property to nonresidents as a method of creating **NEW** extraterritorial public offices within the government. It is **UNCONSTITUTIONAL!** See:
 - [Article 4, Section 4 of the Constitution](#)
 - [4 U.S.C. §72](#)
 - *Why Your Government is Either a Thief or You are a Public Officer for Income Tax Purposes*, Form #05.007
<https://sedm.org/Forms/FormIndex.htm>
 - *Challenging to Income Tax Enforcement Authority within Constitutional States of the Union*, Form #05.052
<https://sedm.org/Forms/FormIndex.htm>
- Here is what Thomas Jefferson said about this **UNCONSTITUTIONAL COMMERCIAL INVASION** of the states of the Union in violation of [Article 4, Section 4 of the Constitution](#) through illegal tax enforcement:

“He [the King who we FIRED!] has erected a multitude of New [public] Offices, and sent hither swarms of [taxpayer public] Officers to harrass our people, and eat out their substance.”
[Declaration of Independence, 1776; SOURCE: <https://www.archives.gov/founding-docs/declaration-transcript>]
- **HOWEVER**, there are **NO CONSTITUTIONAL** constraints on extraterritorial commerce abroad domestic commerce limited to federal territory. We have no territories at this time, by the way.

Abuse of Civil Statutes to Create Extraterritorial Obligations in the States of the Union are UNCONSTITUTIONAL

- **Remember:**

- All **“REAL law” (Form #05.050)** is “prima facie territorial”.
- Everything EXTRATERRITORIAL must operate through:
 - » **CONTRACT/COMPACT . . .OR**
 - » **CONSENT (Form #05.003)** . .OR
 - » **COMITY**
- You cannot lawfully consent to alienate an “UNALIENABLE right”. See:
Unalienable Rights Course, Form #12.038
<https://sedm.org/Forms/FormIndex.htm>

- **Therefore:**

- Civil statutory franchise “codes” can NEVER constitutionally operate **extraterritorially** within a constitutional state. If it does, it is a unconstitutional “INVASION” in violation of **Article 4, Section 4.**
- When civil statutory franchise “codes” operate **extraterritorially** entirely by consent, comity, or contract, then it presumes a waiver of official, judicial, and sovereign immunity and operates in EQUITY with the government grantor operating in a private capacity. This is called the “Clearfield Doctrine” by the U.S. Supreme Court.
- **The “Administrative State”** always operates **extraterritorially** by implementing UNCONSTITUTIONAL public offices. Here are its tactics:

Administrative State: Tactics and Defenses Course, Form #12.041
<https://sedm.org/Forms/FormIndex.htm>

“Consent” v. “Operation of Law”

- Anything you EXPRESSLY provide INFORMED CONSENT to CANNOT form the basis for an injury.

“Voluntati non fit injuria.

He who consents cannot receive an injury. 2 Bouv. Inst. n. 2279, 2327; 4 T. R. 657; Shelf. on mar. & Div. 449.

Consensus tollit errorem.

Consent removes or obviates a mistake. Co. Litt. 126.

Melius est omnia mala pati quam malo consentire.

It is better to suffer every wrong or ill, than to consent to it. 3 Co. Inst. 23.

Nemo videtur fraudare eos qui sciunt, et consentiunt.

One cannot complain of having been deceived when he knew the fact and gave his consent. Dig. 50, 17, 145.”

[Bouvier’s Maxims of Law, 1856;SOURCE:

<http://famguardian.org/Publications/BouvierMaximsOfLaw/BouviersMaxims.htm>]

- Therefore, “operation of law” can NEVER be used to impose an obligation WITHOUT a VALID contractual relationship that is a product of FULLY INFORMED CONSENT and DEMONSTRATED mutual consideration, UNLESS you:
 - Violate the contract and therefore injure the other party to the contract.
 - Injure a specific flesh and blood human being.

Implied Consent

- **Consent (Form #05.003)** can be EXPLICIT or IMPLICIT.

“Implied consent. That manifested by signs, actions, or facts, or by inaction or silence, which raise a presumption that the consent has been given. For example, when a corporation does business in a state it impliedly consents to be subject to the jurisdiction of that state's courts in the event of tortious conduct, even though it is not incorporated in that state. Most every state has a statute implying the consent of one who drives upon its highways to submit to some type of scientific test or tests measuring the alcoholic content of the driver's blood. In addition to implying consent, these statutes usually provide that if the result of the test shows that the alcohol content exceeds a specified percentage, then a rebuttable presumption of intoxication arises.”

[Black's Law Dictionary, Fifth Edition, pp. 276-277]

- If you ACT like someone who consents, then you are PRESUMED to consent. This is called IMPLICIT consent.

“Procurator.. Agency; proxy; the act of constituting another one's attorney in fact. The act by which one person gives power to another to act in his place, as he could do himself. Action under a power of attorney or other constitution of agency. Indorsing a bill or note "by procuracy" is doing it as proxy for another or by his authority. The use of the word procurator (usually, per procuratore, or abbreviated to per proc. or p. p.) on a promissory note by an agent is notice that the agent has but a limited authority to sign.

An express procurator is one made by the express consent of the parties. An implied or tacit procurator takes place when an individual sees another managing his affairs and does not interfere to prevent it. Procurators are also divided into those which contain absolute power, or a general authority, and those which give only a limited power. Also, the act or offence of procuring women for lewd purposes. See also Proctor.”

[Black's Law Dictionary, Fifth Edition, pp. 1086-1087]

Avoiding Implied Consent

- **How the government avoids implied consent on THEIR part:**
 - By asserting sovereign, official, or judicial immunity, which means that they cannot be sued for injuries (“operation of law”) if they operate within the bounds of their lawful delegated authority.
 - By claiming that YOU are a party to a contract with THEM as a “citizen”, and that by virtue of that contract and you invoking the CIVIL STATUS of a CONTRACTOR called a STATUTORY “citizen” or “resident”, you IMPLIEDLY CONSENTED to their sovereign immunity.
 - *"Every man is supposed to know the law. A party who makes a contract with an officer [of the government] without having it reduced to writing is knowingly accessory to a violation of duty on his part. Such a party aids in the violation of the law."*
[\[Clark v. United States, 95 U.S. 539 \(1877\)\]](#)
- **Other ways government unlawfully or deceitfully procures your IMPLIED rather than INFORMED consent:**

Requirement for Consent, Form #05.003, Section 9: Government avoidance of legal requirement for consent

<https://sedm.org/Forms/FormIndex.htm>

Avoiding Implied Consent

CONSENT. *An agreement to something proposed, and differs from assent. (q.v.) Wolff, Ins. Nat. part 1, SSSS 27-30; Pard. Dr. Com. part 2, tit. 1, n. 1, 38 to 178. Consent supposes,*

1. a physical power to act; 2. a moral power of acting; 3. a serious, determined, and free use of these powers. Fonb. Eq. B; 1, c. 2, s. 1; Grot. de Jure Belli et Pacis, lib. 2, c. 11, s. 6.

2. Consent is either express or implied. Express, when it is given viva voce, or in writing; implied, when it is manifested by signs, actions, or facts, or by inaction or silence, which raise a presumption that the consent has been given.

[. . .]

8. - 6. Courts of equity have established the rule, that when the true owner of property stands by, and knowingly suffers a stranger to sell the same as his own, without objection, this will be such implied consent as to render the sale valid against the true owner. Story on Ag. Sec. 91 Story on Eq. Jur. Sec. 385 to 390. And courts of law, unless restrained by technical formalities, act upon the principles of justice; as, for example, when a man permitted, without objection, the sale of his goods under an execution against another person. 6 Adolph. & El 11. 469; 9 Barn. & Cr. 586; 3 Barn. & Adolph. 318, note.

[Bouvier's Law Dictionary, Fourth Edition, 1848]

Burden of Proof in Enforcing an Obligation

- When anyone from the government asserts that you have an obligation, **THEY** as the moving party have the **[burden of proof \(Form #05.025\)](#)** to prove it with legally admissible evidence.
- They may NOT satisfy that burden with either a belief or a **[presumption \(Form #05.017\)](#)**. Pursuant to **[Federal Rule of Evidence 610](#)**, neither beliefs or opinions constitute legally admissible evidence. Likewise, a **[presumption \(Form #05.017\)](#)** is not legally admissible evidence for the same reason. We cover why presumptions are not evidence in:
[Presumption: Chief Weapon for Unlawfully Enlarging Federal Jurisdiction, Form #05.017](#)
FORMS PAGE: **<https://sedm.org/Forms/FormIndex.htm>**
DIRECT LINK: **<https://sedm.org/Forms/05-MemLaw/Presumption.pdf>**
- That burden of proof **BEGINS** with speaking **TRUTHFULLY** in a verified affidavit signed under penalty of perjury describing the facts which give rise to their “cause of action”. Such an affidavit is, in fact, what the Declaration of Independence was!

Government can NEVER Successfully Meet the Preceding Burden of Proof!

- In our experience, government has NEVER been able to meet the preceding **[burden of proof \(Form #05.025\)](#)** as the moving party asserting an alleged but not actual obligation.
- They cannot meet the burden of proof because:
 - You can't trust anything they say or write or publish, and especially on the phone, in their publications, or on their website. See:
Reasonable Belief About Income Tax Liability, Form #05.007
FORMS PAGE: <https://sedm.org/Forms/FormIndex.htm>
DIRECT LINK: <https://sedm.org/Forms/05-MemLaw/ReasonableBelief.pdf>
 - The ONLY thing the courts say you can rely on is that which is authenticated under penalty of perjury by a fact witness who is legally accountable for telling a falsehood.
 - They NEVER sign anything under penalty of perjury and therefore can NEVER realistically offer evidence to meet their burden of proof.
 - Government attorneys are NOT “fact witnesses” and cannot act in that capacity. They can't in fact be BOTH a “government attorney” and a “fact witness” at the same time. Neither can the judge.
 - Even those who CAN act as fact witnesses must have a delegation order that allows it, and cannot have a financial interest in the outcome without committing a crime. [18 U.S.C. §208](#). IRS NEVER satisfies this requirement
- Therefore, there is NO way for the government to satisfy its **[burden of proof \(Form #05.025\)](#)** lawfully. It must resort to **DISHONEST** and even **CRIMINAL** means to do so.

No One is Required to Prove a NEGATIVE

- **No man can prove they did not do something! No one!**
- **No one can prove that:**
 - He wasn't driving 80 mph down the highway . . . or
 - That he does not owe a tax:

"..the taxpayer can not be left in the unpardonable position of having to prove a negative"

[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 Cir. 1977); Portillo v Comm'r, 932 F.2d. 938, Affirming, reversing and remanding 58 T.CM 1386, Dec 46, 373 (M), TC Memo, 1990-68 [91-2 USTC P50, 304]; Weimerschirch [79-1 USTC P9359], 596 F.2d. at 361]
 - . . or that he does not owe a credit card company.
- **Instead, he must require those making a claim prove their claim with strict proof of claim.**

Uniform Commercial Code (U.C.C.) and Obligations

- Notice the language in the definition of “procuration” previously. People doing things for you constitute an “offer” and you being silent constitutes an “acceptance” and consent.
- In the Uniform Commercial Code (U.C.C.):
 - The person performing the services (rendering property) is the Merchant ([U.C.C. §2-104\(1\)](#)). Sometimes also called a Creditor..
 - The person accepting the services (property) is the Buyer ([U.C.C. §2-103\(1\)\(a\)](#)). Sometimes also called a Debtor.
 - A “procuration” or “purchase” of the property or services (which are also property) happens when the Buyer does not interfere with the rendering of the services by the Merchant.
 - The rendering of the services thereby incurs an implied obligation to render something in return of equal value, unless the property or services have clearly been identified as a GIFT rather than a LOAN before they were rendered by Merchant to the Buyer.
- This process is abused by the government all the time. It is described in:

Requirement for Consent, Form #05.003, Section 10.2

FORMS PAGE: <https://sedm.org/Forms/FormIndex.htm>

DIRECT LINK: <https://sedm.org/Forms/05-MemLaw/Consent.pdf>

Implied Consent

- **IMPORTANT NOTE:**

- **INFORMED** consent is necessary for any contract to be **VALID**.
- **IMPLIED** consent is not **INFORMED** consent.
- **IMPLIED** consent is also called “sub silentio”.
- **IMPLIED** consent is **UNETHICAL** in the legal field and you should take **EXTREME** measures to ensure that you are never victimized by it.
- We use the phrase “**INFORMED CONSENT**” throughout this presentation to automatically shift the burden of proof **BACK** to the government enforcing a usually **ALLEGED** but not **ACTUAL** “obligation”.
- **INFORMED CONSENT** implies true, correct and complete disclosure of all rights surrendered by accepting an offer by the government.
- Franchise statutes **CANNOT** fulfill the process of “**INFORMING**” you if any one of the following applies:
 - » You don’t consent to participate in them.
 - » Government **ISN’T ALLOWED** to offer them within a constitutional state. See [Form #05.030](#).
 - » You aren’t the party domiciled on federal territory who is even eligible to participate in federal franchises and who is mentioned in the following ruling:

“Every man is supposed to know the law. A party who makes a contract with an officer without having it reduced to writing is knowingly accessory to a violation of duty on his part. Such a party aids in the violation of the law.”

[\[Clark v. United States, 95 U.S. 539 \(1877\)\]](#)

Implied Consent: The Invisible Snare

“SUB SILENTIO. Under silence; without any notice being taken. Passing a thing sub silentio may be evidence of consent”

[Black’s Law Dictionary, Fourth Edition, p. 1593]

“Qui tacet consentire videtur.

He who is silent appears to consent. Jenk. Cent. 32.”

[Bouvier’s Maxims of Law, 1856;

SOURCE:

<http://famguardian.org/Publications/BouvierMaximsOfLaw/BouviersMaxims.htm>

CALIFORNIA CIVIL CODE

DIVISION 3. OBLIGATIONS

PART 2. CONTRACTS

CHAPTER 3. CONSENT

1589. A voluntary acceptance of the benefit of a transaction is equivalent to a consent to all the obligations arising from it, so far as the facts are known, or ought to be known, to the person accepting.

Avoiding Implied Consent

- You have a **RIGHT** under the common law to **NOT** receive a “benefit” and therefore “property”. “Benefit” and “property” are synonymous:

Invito beneficium non datur.

No one is obliged to accept a benefit against his consent. Dig. 50, 17, 69. But if he does not dissent he will be considered as assenting. Vide Assent.

Potest quis renunciare pro se, et suis, juri quod pro se introductum est.

A man may relinquish, for himself and his heirs, a right which was introduced for his own benefit. See 1 Bouv. Inst. n. 83.

Quilibet potest renunciare juri pro se inducto.

Any one may renounce a law introduced for his own benefit. To this rule there are some exceptions. See 1 Bouv. Inst. n. 83.

[Bouvier’s Maxims of Law, 1856;

SOURCE: <http://famguardian.org/Publications/BouvierMaximsOfLaw/BouviersMaxims.htm>]

- A failure or refusal to **EXPRESSLY** accept or consent to a “benefit” or the government property it constitutes cannot form the basis for an “injury” or “operation of law”, as we pointed out earlier. We cover this further in:

Government “Benefits” Scam, Form #05.040

<https://sedm.org/Forms/FormIndex.htm>

- If your rights are “unalienable” as the Declaration of Independence states, then you aren’t **ALLOWED** by law to consent to give them away. Therefore, consent to receive a benefit isn’t even rationally possible on land within a state of the Union that is protected by the Constitution and the Declaration of Independence. See:

Unalienable Rights Course, Form #12.038

<https://sedm.org/Forms/FormIndex.htm>

Avoiding Implied Consent

- You can avoid giving consent by:
 - Identifying YOU as the only Merchant and the government as the only BUYER.
 - Identifying anything they give you without you asking for it as a GIFT RATHER than a “loan” or “grant”. This is because:
 - » You aren’t ALLOWED to consent to give away an unalienable right.
 - » God’s delegation of authority in the bible forbids surrendering rights to any government.
<https://sedm.org/home/commandments-about-relationship-of-believers-to-the-world/>
 - Reserving all your rights on every government form you sign or submit.
[U.C.C. §1-308](#).
 - Requiring that ALL CONSENT must be IN WRITING signed by both parties.
 - Prohibiting “parol” or “verbal” contracts or [IMPLIED consent \(Form #05.003\)](#).
 - Defining all geographical terms that could be subjected to equivocation and thus bound or renegotiate the terms of the contract. Every form MUST define all such terms. Under the U.C.C., “the language of the offer and the language of the acceptance MUST be the same”. See:
Mirror Image Rule, Mark DeAngelis
<http://www.youtube.com/embed/j8pgbZV757w>

Avoiding Implied Consent

- Identifying YOUR terms and conditions as the **EXCLUSIVE** and **sole source** to mediate all disputes between the parties. This prevents “counter-offers” under the U.C.C.
- Identifying the government as **PROHIBITED** from making a business out of offering to alienate rights that are supposed to be **UNALIENABLE** according to the Declaration of Independence. Therefore they **CANNOT** make a counter-offer.
- **Examples that show how to avoid IMPLIED consent. See:**
 - ***Injury Defense Franchise***, Form #06.007
<https://sedm.org/Forms/06-AvoidingFranch/InjuryDefenseFranchise.pdf>
 - ***Tax Form Attachment***, Form #04.201, Section 7: Constraints on the Delegated Authority of the Submitter in Relation to the Government
<https://sedm.org/Forms/04-Tax/2-Withholding/TaxFormAtt.pdf>
 - ***Tax Form Attachment***, Form #04.201, Section 8: Constraints Pertaining to Your Response to This Communication and All Communicates With, To, or About the Submitter
<https://sedm.org/Forms/04-Tax/2-Withholding/TaxFormAtt.pdf>
 - ***Affidavit of Citizenship, Domicile, and Tax Status***, Form #02.001, Section 5: Mandatory Franchise Agreement
<https://sedm.org/Forms/02-Affidavits/AffCitDomTax.pdf>
 - ***USA Passport Application Attachment***, Form #06.007
<https://sedm.org/Forms/FormIndex.htm>

How Property Affects Obligations

How, then, are purely equitable obligations created? For the most part, either by the acts of third persons or by equity alone. But how can one person impose an obligation upon another? By giving property to the latter on the terms of his assuming an obligation in respect to it. At law there are only two means by which the object of the donor could be at all accomplished, consistently with the entire ownership of the property passing to the donee, namely: first, by imposing a real obligation upon the property; secondly, by subjecting the title of the donee to a condition subsequent. The first of these the law does not permit; the second is entirely inadequate. Equity, however, can secure most of the objects of the donor, and yet avoid the mischiefs of real obligations by imposing upon the donee (and upon all persons to whom the property shall afterwards come without value or with notice) a personal obligation with respect to the property; and accordingly this is what equity does. It is in this way that all trusts are created, and all equitable charges made (i. e., equitable hypothecations or liens created) by testators in their wills. In this way, also, most trusts are created by acts inter vivos, except in those cases in which the trustee incurs a legal as well as an equitable obligation. In short, as property is the subject of every equitable obligation, so the owner of property is the only person whose act or acts can be the means of creating an obligation in respect to that property. Moreover, the owner of property can create an obligation in respect to it in only two ways: first, by incurring the obligation himself, in which case he commonly also incurs a legal obligation; secondly, by imposing the obligation upon some third person; and this he does in the way just explained.

[Readings on the History and System of the Common Law, Second Edition, Roscoe Pound, 1925, p. 543]

How Property Affects Obligations

- **Rules of property:**
 - All rights are property.
 - Anything that conveys rights is property.
 - Contracts convey rights and therefore are property.
 - All franchises are contracts and therefore property.
- **Ownership**
 - The essence of **OWNING** property is the right to exclude any and all others, **INCLUDING** governments, from using or benefitting from the property.
 - If you lose any aspect of control over private property you **OWN** (**EXCEPT** in the case of injuring others with it), then those asserting such control have **STOLEN** your property. That taking of property:
 - » Is a violation of the Fifth Amendment Takings Clause.
 - » Is a “trespass” under the common law.
 - » Can be remedied **WITHOUT** quoting or using statutory codes. Both the Bill of Rights and the common law are “self-executing” and don’t need any statutes or even the consent of the parties to enforce.
 - » Causes an implied waiver of sovereign immunity by the government, if they receive or take control of the property. See: [Armstrong v. United States, 364 U.S. 40 \(1960\)](#)

How “Contracts” are Obfuscated to LOOK like “Operation of Law”

- Franchise statutes are the OPPOSITE of “operation of law” and should NEVER be confused with “operation of law”.
- We lump contracts into the bigger category of franchises as a subset of franchises.
- As contracts, [franchises \(Form #05.030\)](#) only pertain to those [CONSENSUALLY \(Form #05.003\)](#) participating.
- If you are NOT a STATUTORY “officer” or “employee” of “U.S. Inc.” [federal corporation \(Form #05.024\)](#), then the club franchise “rules” don’t apply. Those “rules” are MOST civil statutes. See:
 - *Proof That There Is a “Straw Man”*, Form #05.042
FORMS PAGE: <https://sedm.org/Forms/FormIndex.htm>
DIRECT LINK: <https://sedm.org/Forms/05-MemLaw/StrawMan.pdf>
 - *Why Statutory Civil Law is Law for Government and Not Private Persons*, Form #05.037
FORMS PAGE: <https://sedm.org/Forms/FormIndex.htm>
DIRECT LINK: <https://sedm.org/Forms/05-MemLaw/StatLawGovt.pdf>
- The MAIN source of jurisdiction of any government to regulate ANYTHING is franchises. Learn how they work!

How “Contracts” are Obfuscated to LOOK like “Operation of Law”

- ALL CIVIL (other than criminal) obligations fit in the “contract” category and are implemented with civil franchises (Form #05.030). This INCLUDES the income tax.

“All the powers of the government [including ALL of its civil enforcement powers against the public] must be carried into operation by individual agency, either through the medium of public officers, or contracts made with [private] individuals.”

[Osborn v. Bank of U.S., 22 U.S. 738 (1824)]

- All franchises are contracts.
- A contract is not “law” in a classical sense, but “PRIVATE or SPECIAL law” that only applies to the parties to the contract:

“Private law. That portion of the law which defines, regulates, enforces, and administers relationships among individuals, associations, and corporations. As used in contradistinction to public law, the term means all that part of the law which is administered between citizen and citizen, or which is concerned with the definition, regulation, and enforcement of rights in cases where both the person in whom the right inheres and the person upon whom the obligation is incident are private individuals. See also Private bill; Special law. Compare Public Law.”

[Black’s Law Dictionary, Sixth Edition, p. 1196]

- For court admissible evidence proving that franchises and the contracts they implement are not “law”, see:

What is “law”?, Form #05.048

<https://sedm.org/Forms/FormIndex.htm>

How “Contracts” are Obfuscated to LOOK like “Operation of Law”

“special law. One relating to particular persons or things; one made for individual cases or for particular places or districts; one operating upon a selected class, rather than upon the public generally. A private law. A law is "special" when it is different from others of the same general kind or designed for a particular purpose, or limited in range or confined to a prescribed field of action or operation. A "special law" relates to either particular persons, places, or things or to persons, places, or things which, though not particularized, are separated by any method of selection from the whole class to which the law might, but not such legislation, be applied. Utah Farm Bureau Ins. Co. v. Utah Ins. Guaranty Ass'n, Utah, 564 P.2d. 751, 754. A special law applies only to an individual or a number of individuals out of a single class similarly situated and affected, or to a special locality. Board of County Com'rs of Lemhi County v. Swensen, Idaho, 80 Idaho 198, 327 P.2d. 361, 362. See also Private bill; Private law. Compare General law; Public law.”

[Black’s Law Dictionary, Sixth Edition, pp. 1397-1398]

How “Contracts” are Obfuscated to LOOK like “Operation of Law”

- Tax collectors try to deceive you by:
 - Making alleged “tax obligations” LOOK like “operation of law”
 - Addressing the recipient of tax correspondence as “you” instead of “taxpayers”. That means they are “practicing law”, usually illegally, by making legal determinations about your civil status that they have NO DELEGATED AUTHORITY to make and which are a TORT if they make. See:
 - Your Exclusive Right to Declare or Establish Your Civil Status*, Form #13.008
<https://sedm.org/Forms/FormIndex.htm>
 - Never addressing the following subjects in the correspondence:
 - » The existence of those who are NOT “taxpayers” (Form #05.013). See: *Your Rights as a “Nontaxpayer”*, Form #08.008
<https://sedm.org/LibertyU/NontaxpayerBOR.pdf>
 - » WHETHER you as the recipient are a franchisee called a “taxpayer”
 - » The evidence proving that you EXPRESSLY rather than IMPLIEDLY consented to the franchise civil status (Form #13.008) of “taxpayer”.
 - » Whether you are even ALLOWED to consent to become a franchisee called a “taxpayer” as someone who was never lawfully elected or appointed into public office. You can’t and it’s a crime to even pretend that you did.
 - » What allows them to even make a CONCLUSIVE presumption about your status without even providing the evidence that justifies the unconstitutional conclusive presumption.
 - PRESUMING (Form #05.017) that “You” and “taxpayers” (franchisees) are synonymous. They almost NEVER are. This represents:
 - » A violation of due process of law.
 - » Criminal identity theft, as documented in Form #05.046

How “Contracts” are Obfuscated to LOOK like “Operation of Law”

- On the subject of [presumptions \(Form #05.017\)](#):

- A “conclusive presumption” is one that can become the basis for administrative enforcement without the need to litigate.

(1) [8:4993] Conclusive presumptions affecting protected interests:

A conclusive presumption may be defeated where its application would impair a party's constitutionally-protected liberty or property interests. In such cases, conclusive presumptions have been held to violate a party's due process and equal protection rights. [Vlandis v. Kline (1973) [412 U.S. 441](#), 449, 93 S.Ct. 2230, 2235; Cleveland Bd. of Ed. v. LaFleur (1974) [414 U.S. 632](#), 639-640, 94 S.Ct. 1208, 1215-presumption under Illinois law that unmarried fathers are unfit violates process]

[[Federal Civil Trials and Evidence, Rutter Group, paragraph 8:4993, p. 8K-34](#)]

- It is unconstitutional to make a conclusive presumption about your [civil status \(Form #13.008\)](#), such as “[taxpayer](#)” ([Form #05.013](#)) if you are protected by the Constitution as a [state national \(Form #05.006\)](#).

“It is apparent,” this court said in the Bailey Case ([219 U.S. 239](#), 31 S.Ct. 145, 151) ‘that a constitutional prohibition cannot be transgressed indirectly by the creation of a statutory presumption any more than it can be violated by direct enactment. The power to create presumptions is not a means of escape from constitutional restrictions.’”

[Heiner v. Donnan, 285 U.S. 312 (1932); Bailey v. Alabama, [219 U.S. 219](#), 238, et seq., 31 S.Ct. 145; Manley v. Georgia, [279 U.S. 1](#), 5-6, 49 S.Ct. 215.]

Challenging the Enforcement of a Civil Obligation Administratively

If you are the victim of illegal enforcement of franchise statutes then the best approach is to:

1. Provide legal evidence in affidavit form that you are not a party to the franchise being enforced. See, for instance: [Affidavit of Citizenship, Domicile, and Tax Status, Form #02.001](#)
2. File a criminal complaint with the enforcement agent and the Department of Justice identifying yourself as a victim of criminal identity theft. See:
Government Identity Theft, Form #05.046
FORMS PAGE: <https://sedm.org/Forms/FormIndex.htm>
DIRECT LINK: <https://sedm.org/Forms/05-MemLaw/GovernmentIdentityTheft.pdf>
3. State that if they do not correct your civil status (Form #13.008) to that of a STATUTORY [non-resident non-person \(Form #05.020\)](#) and discontinue illegal enforcement (Form #05.032), in their actions in contacting you or affecting your property or time they are:
 - » Approaching you as the Merchant (U.C.C. §2-104(1)) of your property and services and time.
 - » Acting as a Buyer (U.C.C. §2-103(1)(a)) of those services.
 - » Acting in a private, personal capacity and OUTSIDE their delegation of authority order in which they waive official, judicial, and sovereign immunity.
 - » Agree to pay you for your services and property as a Merchant under the terms and conditions of the following:
Injury Defense Franchise, Form #06.027
FORMS PAGE: <https://sedm.org/Forms/FormIndex.htm>
DIRECT LINK: <https://sedm.org/Forms/06-AvoidingFranch/InjuryDefenseFranchise.pdf>

Challenging the Enforcement of a Civil Obligation In Court

- Court remedy for illegal enforcement of non-existent government obligations:
 - A common law action of trespass in state and not federal court against the IRS Commissioner and/or the agent bothering you IN THEIR PERSONAL CAPACITY.
 - Emphasize that the [Injury Defense Franchise, Form #06.027](#), governs the choice of law, keeps the case in state court and prevents it from being removed to federal court.
 - Define the obligations being illegally enforced by the [de facto government \(Form #05.043\)](#) as neither contractual, a lawful franchise, or a STATUTORY “tax”. This ensures that:
 - » The Anti Injunction Act cannot be invoked. [26 U.S.C. §7421](#). See the following for further details:
Flawed Tax Arguments to Avoid, Form #08.004, Section 8.11
FORMS PAGE: <https://sedm.org/Forms/FormIndex.htm>
DIRECT LINK: <https://sedm.org/Forms/08-PolicyDocs/FlawedArgsToAvoid.pdf>
 - » The Exhaustion of Administrative Remedies is unnecessary. See [Form #08.004](#), Section 8.5 above.
 - » The Full Payment Rule does not apply. It only applies to statutory “taxpayers”. [Laing v. U.S. 423 U.S. 161, 96 S.Ct. 473 \(1976\)](#)
 - » The court cannot declare you a “taxpayer” or treat you as one without committing criminal identity theft. See [28 U.S.C. §2201\(a\)](#).
 - » No statutes apply. They only apply to public officer franchisees. See [Form #05.037](#) and [Form #05.042](#).
 - Send them a Notice of Lien for the amount due in [Form #06.027](#) above.

Challenging the Enforcement of a Civil Obligation In Court

- **For a practice guide that implements the previous steps in the case of alleged but not actual “taxes”, see:**

Civil Court Remedies for Sovereigns: Taxation, Litigation Tool #10.002

FORMS PAGE: <https://sedm.org/Litigation/LitIndex.htm>

DIRECT LINK: <https://sedm.org/ItemInfo/Ebooks/CivCourtRem-Tax/CivCourtRem-Tax.htm>

Conclusions and Summary

- **Every aspect of how government interacts with the public involves civil obligations.**
- **All obligations result from the enforcement of civil franchises or privileges.**
- **To be party to a civil franchise or privilege, you must consent in some form, usually through some form of “membership” that gives rise to a civil status or legal status that the obligation attaches to.**
- **The First Amendment protects your right to NOT be a member of any group and thereby to AVOID the civil obligations attached to membership.**
- **You have a constitutional right NOT to be a slave, including of any government.**
- **The implication is that you have a right to say NO and to insist that government PROVE why they have a right to enforce such obligations.**

Further references

- **Proof of Claim: Your Main Defense Against Government Greed and Corruption, Form #09.073**

FORMS PAGE: <http://sedm.org/Forms/FormIndex.htm>

DIRECT LINK: <https://sedm.org/Forms/09-Procs/ProofOfClaim.pdf>

- **Proof of Claim: The Key to Freedom**
<https://nikeinsights.fanguardian.org/forums/topic/its-all-about-proof-of-claim/>
- **PRIVATE Rights and Their Protection**
 - **Enumeration of Inalienable Rights**, Form #10.002
<http://sedm.org/Forms/FormIndex.htm>
 - **Legal Remedies that Protect Private Rights Course**, Form #12.019
<http://sedm.org/Forms/FormIndex.htm>
 - **Unconstitutional Conditions Doctrine Law Review Articles**. See /Franchises/UnconstCondit folder
<https://sedm.org/reference/dvds/tax-dvd/>

Further references

- **Property and Separation of Private and Public**
 - **Separation Between Public and Private**, Form #12.025
<http://sedm.org/home/government-corruption/>
 - **Private Right or Public Right? Course**, Form #12.044
 - » <https://sedm.org/LibertyU/PrivateRightOrPublicRight.pdf>
 - **Foundations of Freedom, Video 3: Status, Rights, and Privileges**, Form #12.021
 - SLIDES: <http://sedm.org/LibertyU/FoundOfFreedom-Slides.pdf>
 - VIDEO: <http://youtu.be/ymC1GPE0gss>

Further references

- **Corruption**

- **Government Corruption**, Form #11.401
<http://sedm.org/home/government-corruption/>
- **De Facto Government Scam**, Form #05.043
<http://sedm.org/Forms/FormIndex.htm>

- **Franchises**

- **Government Franchises Course**, Form #12.012
<http://sedm.org/Forms/FormIndex.htm>
- **Government “Benefits” Scam**, Form #05.040
<http://sedm.org/Forms/FormIndex.htm>
- **Government Instituted Slavery Using Franchises**,
Form #05.030
<http://sedm.org/Forms/FormIndex.htm>