

## Secured Party Course

# Secured Party Glossary

**AB INITIO**, adv. [Latin] From the beginning; from the first act. Black's 1

**ABSOLUTE RIGHTS.** As regards right to interfere with contractual obligations of another, "absolute rights" which individual may exercise without reference to motive are rights incident to ownership of property, rights growing out of contractual relations, and right to enter or refuse to enter contractual relations. By the "absolute rights" of individuals is meant those which are 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. The rights of personal security, of personal liberty, and private property do not depend upon the Constitution for their existence. They existed before the Constitution was made, or the government was organized. These are what are termed the "absolute rights" of individuals, which belong to them independently of all government, and which all governments which derive their power from the consent of the governed were instituted to protect. W&P. Vol. 1. Compare droit-droit.

**ACCEPTANCE.** [< L accept(are), equiv. to ac- + cep take + -t- freq. suffix] The voluntary act of receiving something or agreeing to certain terms. In contract law, acceptance is consent to the terms of an offer, creating a binding contract; the taking and receiving of anything in good part, and as if it were a tacit agreement to a preceding act, which might have been defeated or avoided if such acceptance had not been made. The act of a person to whom a thing is offered or tendered by another, whereby he receives the thing with the intention of retaining it, such intention being evidenced by a sufficient act. Black's 6<sup>th</sup>. An agreement, either by express act or by implication from conduct, to the terms of an offer so that a binding contract is formed. • If an acceptance modifies the terms or adds new ones, it generally operates as a counteroffer. Black's 7<sup>th</sup>. A negotiable instrument, especially a bill of exchange, that has been accepted for payment. Black's 7<sup>th</sup>.

**ACCEPTANCE BY SILENCE.** When the court "implies a promise" or holds that good faith requires a party not to violate these expectations, it is recognizing that sometimes silence says more than words, and it is understanding its duty to the spirit of the bargain is higher than its duty to the technicalities of the language. Corbin on Contracts. See Note.

**ACCEPTANCE FOR VALUE.** See Note, remedy, acceptance, value, holder in due course, banker's acceptance.

**Note:** *By acceptance for value is implied a taking, an "acceptance" of something, in exchange for another thing previously provided, e.g. a using credit balance previously established to purchase something. Value, as peculiarly defined within the UCC, is an esoteric term, and implies that some sort of credit has been established beforehand, whereby the party with the credit may take/accept/purchase some item in commerce based on his credit, i.e. what is owed. It applies in numerous types of situations. Basically, if a party has established his position as a creditor of some sort, he can unilaterally accept (purchase/take) anything that would help*

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*reconcile the credit discrepancy by executing that particular transaction. Such a creditor, having essentially a credit balance, need not obtain anyone's approval before so acting. One example of this is the acceptance for value of a document bearing the creditor's TRADE NAME, e.g. the birth certificate. The source of all credit and accountability (value) associated with the TRADE NAME is the sovereign, flesh-and-blood man/woman from whose true name the TRADE NAME was derived.*

**ACCEPTANCE OF A BILL OF EXCHANGE.** In mercantile law. The act by which the person on whom a bill of exchange is drawn (called the "drawee") assents to the request of the drawer to pay it, or, in other words, engages, or makes himself liable to pay it when due. It may be by parol or in writing, and either general or special, absolute or unconditional; and it may be impliedly, as well as expressly, given. But the usual and regular mode of acceptance is by the drawee's writing across the face of the bill the word "acceptance," and subscribing his name; after which he is termed the acceptor. Black's 1<sup>st</sup>. See banker's acceptance, bill of exchange, sight draft. parol, a word; speech; hence, oral or verbal; expressed or evidenced by speech only; not expressed by writing. .. Black's 4<sup>th</sup>.

**ACCEPTANCE OF DRAFT; CERTIFIED CHECK,** (a) means the drawee's signed agreement to pay a draft as presented. It shall be written on the draft and may consist of the drawee's signature alone. Acceptance may be made at any time and becomes effective when notification pursuant to instructions is given or the accepted draft is delivered for the purpose of giving rights on the acceptance to any person, (b) A draft may be accepted although it has not been signed by the drawer, is otherwise incomplete, is overdue, or has been dishonored, (c) If a draft is payable at a fixed period after sight and the acceptor fails to date the acceptance, the holder may complete the acceptance by supplying a date in good faith, (d) "Certified check" means a check accepted by the bank on which it is drawn. Acceptance may be made as stated in subdivision (a) or by a writing on the check which indicates that the check is certified. The drawee of a check has no obligation to certify the check, and refusal to certify is not dishonor of the check. UCC 3-409.

**ACCEPTOR.** "Acceptor" means a drawee who has accepted a draft. UCC 3-103(1). The person who accepts a bill of exchange, (generally the drawee,) or who engages to be primarily responsible for its payment. Black's 1<sup>st</sup>. See Note.

**ACCOMMODATION.** An arrangement or engagement made as a favor to another, not upon a consideration received. Something done to oblige, usually spoken of a loan of money or commercial paper; also a friendly agreement or composition of differences. The word implies no consideration. While a party's intent may be to aid a maker of note by lending his credit, if he seeks to accomplish thereby legitimate objectives of his own, and not simply to aid maker, the act is not for accommodation. Black's 6<sup>th</sup>. n. 1. A loan or other financial favor. 2. The act of signing an accommodation paper as surety for another. Black's 7<sup>th</sup>. See Note.

**Note:** *All of your licenses, permits, utilities services, bank accounts, travel documents, W-4 Forms, tax returns, paychecks, etc. are in your straw man's fictitious TRADE NAME, not your true name. Until now, when you signed any of these items, you were signing for accommodation and obligating yourself, albeit unwittingly, on behalf of the TRADE NAME. See straw man.*

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**ACCOMMODATION INDORSER.** A party who places his name to a note without consideration for purposes of benefiting or accommodating some other party. Black's 6<sup>th</sup>. See Note, accommodation, accommodation maker.

**ACCOMMODATION LOAN.** A loan for which the lender receives no consideration in return. Black's 7<sup>th</sup>. See accommodation.

**ACCOMMODATION MAKER.** One who puts his name to a note without any consideration with the intention of lending his credit to the accommodated party. Black's 6<sup>th</sup>. See Note.

**Note:** *When you sign a traffic citation, which is a "promise to (appear and then) pay," a promissory note, you are the accommodation maker, your straw man the accommodated party.*

**ACCOMMODATION NOTE.** One to Which accommodating party has put his name, without consideration, to accommodate some other party, who is to issue it and is expected to pay it. Black's 6<sup>th</sup>. UCC 3-419. See Note.

**Note:** *All promises to pay are done by accommodation. The flesh-and-blood man or woman signs the note for accommodation on behalf of the TRADE NAME. The fictitious straw man (TRADE NAME), an artificial person created by government, is the "transmitting utility" (see transmitting utility) whereby all goods and services of the industrial society flow into and out of the possession of the flesh-and-blood man/woman. The straw man, having no life, no brain, and no body with which to apply a signature, must be accommodated by the actual/attached man/woman, also known, in this context, as a Surety (see surety).*

**ACCOMMODATION PARTY.** One who signs commercial paper in any capacity for purpose of lending his name (i.e. credit) to another party to instrument. Such party is a surety. Black's 6 , UCC 3-419. See Note, surety.

**Note:** *When you sign a traffic citation, IRS Form 1040, etc., you are the accommodation party. You are the source of all credit for the party whose name appears on the driver license, Social Security card, etc. in your possession. You have provided the TRADE NAME with value (credit) your entire life.*

**ACCOMMODATION SURETY.** See voluntary surety under surety.

**ACCOUNT.** "Account," accept as used in "account for," means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or for information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state. The term includes healthcare insurance receivables. The term does not include (i) rights to payment evidenced by

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chattel paper or an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit, or (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card. UCC 9-102(a)(2). See consumer transaction.

**ACCOUNT NUMBER.** See Note.

**Note:** *Same as account (2). The sovereign creditor's mirror-image, private-side (of the governmental double-entry bookkeeping ledger) account number (e.g. 123456789) of the straw man-debtor's public-side Social Security Account Number (e.g. 123-45-6789). All IRS (and state tax agency) correspondence references the account number as the dash-less version of the Social Security Account Number.*

**ACCOUNT DEBTOR.** "Account debtor" means a person obligated on an account, chattel paper, or general intangible. The term does not include persons obligated to pay a negotiable instrument, even if the instrument constitutes part of chattel paper. UCC 9- 102(a)(3).

**ACCOUNTING.** "Accounting," except as used in "accounting for," means a record that is all of the following: (A) Authenticated by a secured party. (B) Indicating the aggregate unpaid secured obligations as of a date not more than 35 days earlier or 35 days later than the date of record. (C) Identifying the components of the obligations in reasonable detail. UCC 9-102(a)(4).

**ACCUSATION.** A formal charge against a person, to the effect that he is guilty of a punishable offense, laid before a court or magistrate having jurisdiction to inquire into the alleged crime. Black's 6<sup>th</sup>.

**Note:** *Per listing of "Informer or Informant" on the birth document, and as subscribed thereto by one's mother, one has, by definition, had an accusation preferred against one. This is also very possibly the basis for all subsequent insistences by Big Brother that the all-capital letters TRADE NAME references the man or woman so identified by the birth document. See informer, identification of goods, proper, all-capital letters-written.*

**ACTION.** "Action" in the sense of a judicial proceeding includes recoupment, counter-claim, set-off, suit in equity, and any other proceedings in which rights are determined. UCC 1- 201(1). See setoff.

**ADHESION CONTRACT.** A contract so heavily restrictive of one party, while so non-restrictive of another, that doubts arise as to its representation as a voluntary and uncoerced agreement; implies a grave inequality of bargaining power. The concept often arises in the context of "standard-form printed contracts prepared by one party and submitted to the other on a 'take it or leave it' basis. The law has recognized there is often no true equality in bargaining power in such contracts and has accommodated that reality in construing them." Barron's 3<sup>rd</sup>. See Note.

**Note:** *A driver license application and an IRS Form 1040 are examples of an adhesion contract.*

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**ADMIRALTY.** A court which has a very extensive jurisdiction of maritime causes, civil and criminal. See Note, admiralty law, maritime.

**Note:** *Admiralty courts, i.e. Municipal Court, Superior Court, etc., comprise the only jurisdiction that can enforce a criminal penalty for a civil offense. No other type of jurisdiction has this capability. This is why people must post bail prior to arraignment or trial and are sometimes sentenced to jail time (two aspects of criminal procedure) for civil "offenses," such as traffic citations, wherein no party is injured and no property damaged. All courts in America operate as admiralty courts.*

**ADMIRALTY LAW.** The terms "admiralty" and "maritime" are virtually synonymous. Black's 6\*

**AFFIANT.** The person who makes! and subscribes an affidavit. The word is used, in this sense, interchangeably with "deponent." But the latter term should be reserved as the designation of one who makes a deposition. Black's 1<sup>st</sup>. See Note, affidavit:

**Note:** *As relates to the Redemption Process, "affiant" is defined as the natural-born, flesh and blood, sentient being whose name is designated in upper- and lower-case letters (one's true name) in accordance with the rules of English grammar, who executes and signs an affidavit under oath.*

**AFFIDAVIT.** A written or printed declaration or statement of facts, made voluntarily, and confirmed by the oath or affirmation of the party making it, taken before an officer with authority to administer such oath. Black's 1<sup>st</sup>. See Note, commerce.

**Note:** *The capacity to issue one's solemn declaration of truth, one's sacred word is the most basic, fundamental, underlying, foundational concept of all commerce, society, and civilization. An "affidavit" is a written statement under oath executed and sworn to before an authorized officer on the maker's commercial liability that all assertions contained within the affidavit are true, correct, and complete, not misleading, the truth, the whole truth, and nothing but the truth. An affidavit is the most solemn, unequivocal, and ceremonial means extant to express truth without evasion, concealment, deception, or insincerity. As distinguished from "testimony," an affidavit is not subject to cross-examination and is intended to be a complete, self-contained document. All truth is subjective, and only each free-will being possesses the right, duty, privilege, and capacity to state that affiant's own truth in accordance with the unique nature, perspectives, and priorities of the affiant. No one has the authority nor the ability to state the truth of another. As per the maxim of law: "The order of things is confounded if everyone preserves not his jurisdiction." Because truth is supreme in Commerce, an affidavit is the most important document in Commerce and stands as the truth unless rebutted point-for-point by counteraffidavit signed and certified on the executing party's commercial liability as true, correct, and complete (i.e. not misleading, the truth, the whole truth, and nothing but the truth). Exodus 20:16, the "Ninth Commandment," states: "Thou shalt not bear false witness against thy neighbor." The Bible is especially harsh on those who bear false witness. Lies are weapons that are easy to utter, difficult if not impossible to undo when spread as rumors, and can destroy lives. People often act on what is told to them and kill or are killed on the basis thereof, such as*

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*by marching off to war, believing “authorities,” or blindly obeying one’s “superiors.” Caveat emptor is as wise an attitude in the field of words and ideas as it is concerning goods or services. For one group’s official attempt at avoiding the consequences of bearing false witness, see “Kol Nidre.”*

**AFFIDAVIT OF SERVICE.** *An affidavit intended to certify the service of a writ, notice, or other document. Black’s 1<sup>st</sup>. See Note.*

**Note.** *When using the mails/United States Postal Service for service of commercial process, it is always wise to include (the original of) an affidavit of service along with the item served. In so doing, one averts the potential claim by the recipient: “I received the envelope, but it was empty.”*

**AGREEMENT.** *“Agreement “ means the bargain of the parties in fact as found in their language or by implication from other circumstances including course of dealing or usage of trade or course of performance as provided in this code. Whether an agreement has legal consequences is determined by the provisions of this code, if applicable; otherwise by the law of contracts (Section 1-103). UCC 1-201(3). Compare contract. See Note.*

**Note:** *In other words, you have formed an agreement in fact and are inextricably linked with the TRADE NAME by course of dealing, usage, trade, and course of performance. The legal consequences of the “marriage” with your straw-man TRADE NAME is spelled out in the code, where applicable; where not applicable, it references Section 1-103, which states that all other forms of law “...shall supplement its provisions.” The UCC is the supreme codified law on the planet. Legal consequences are dictated under the UCC. In law, and the UCC is the supreme law, there are only two kinds of people: debtors and creditors.*

**ALL-CAPITAL-LETTERS-WRITTEN.** See Note.

**Note:** *A proper name appearing in all-capital letters falls outside the rules of English grammar, which authorizes the use of a capitalized letter only for a very limited number of well-defined uses, such as the initial letter of a proper name. A capital letter is defined as: “(of letters) of the large size used at the beginning of a sentence or as the first letter of a proper name.” (ACED) No lexical authority for use of all-capital letters in the name of a man or woman has yet been referenced by those who would insist on corrupting the true names of men and women by displaying their name in all-capital letters. An all-capital letters-written version of one’s name is not one’s true name, but an artificial construct, existing by force of law only. No authority of English grammar recognizes such a contrivance. The legal term, in propia persona, means “in one’s own proper person.” How can one do anything outside of “one’s own proper person” unless there exists some other “person” by whom/which one could act? Using the juristic artifice known as “legal fiction,” parties identified by their proper-noun name have been ascribed corrupted, all-capital-letter names. All legal pleadings, court records, and licenses use only names appearing in all-capital letters—i.e. “newborn” artificial persons existing in contemplation of or by force of law alone. See legal fiction, proper, fictitious name, artificial, artificial person, idem sonans, informer.*

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**ALLODIAL.** [< ML allodial(is), equiv. to allodi(um), ALLODIUM + alis -al; see allodium] Free; not holden of any lord or superior; owned without obligation of vassalage or fealty; the opposite of feudal. Black's 1<sup>st</sup>. See Note, allodium. Compare feudal.

**ALLODIUM.** [< ML < OG allod (all ALL + -od patrimony, c., Icel. oth-, OE eth- in ethel. akin (by graduation) to ath- of atheling)] Land held absolutely in one's own right, and not of any lord or superior; land not subject to feudal duties or burdens. An estate held by absolute ownership, without recognizing any superior to whom any duty is due on account thereof. Black's 1<sup>st</sup>. See Note at allodial.

**APPEARANCE.** A coming into court as party to a suit, whether as plaintiff or defendant. The former proceeding by which a defendant submits himself to the jurisdiction of the court. Bouvier's 8<sup>th</sup>.

**Note:** There are two kinds of appearance: general and special. See bail.

**APPELLATION.** [Appellato, onis, f. accosting; appeal; calling by name; name, title; pronunciation. Burt's Latin-English Dictionary. 1926.] [a. Fr. appellation (13<sup>th</sup> c., ad. L. appellation-em, of action f. appellare <to accost,\* address, call upon>...j I. Appealing, appeal [from O.Fr. apeler.] Obs. 1. The action of appealing to a higher court or authority against the decision of an inferior one; the appeal so made... b. Ground of appeal, title, claim. Obs. Rare. 2. gen. The action of appealing or calling on; entreaty, or earnest address. Obs. II. Calling, designation [from later Fr. apeller, or L. appellare.] 3. The action of calling by a name; nomenclature. 4. A designation, name or title given: a. to a particular person or thing, b. to a class: A descriptive or connotative name." OED. 1. A name or title. The act of naming or calling." F&W. Act of calling by a name;...a name or designation Webster's Collegiate Dictionary. Fifth Edition. 1947. f. appealing, calling, naming, appellation. Cassell's French-English and English-French Dictionary.

**ART.** [L ars skill, art] A principle put in practice and applied to some art, machine, manufacture, or composition of matter. Black's 1<sup>st</sup>.

**ARTIFICIAL.** Created by art, or by law; existing only by force of or in contemplation of law. Black's 1<sup>st</sup>. See Note.

**Note:** *Names of persons appearing in all-capital letters are not written in English and exist only by force of or in contemplation of law. Persons so-named are artificial persons See juristic person, person, proper, all-capital-letters-written, idem sonans, fictitious name.*

**ARTIFICIAL PERSON.** See artificial, person.

**ASSIGNEE.** The person or business to whom a security interest in collateral is transferred. WSUG.

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**ATTACHMENT.** A security interest attaches to collateral when it becomes enforceable against the debtor with respect to the collateral, unless an agreement expressly postpones the time of attachment. UCC 9-203(a). See Note.

**Note:** *Depending on the type of collateral, a security interest attaches and becomes enforceable under different circumstances. See UCC 9-203 for details. Under Previous Article 9, which is still essentially in harmony with Revised Article 9, when the three basic prerequisites of a security interest exist, i.e. agreement, value, and collateral, the security agreement became enforceable between the parties and was said to "attach."*

**ATTORN**, v. Law [a. OF. atorne-r, aturne-r, atourne-r (whence law Latin attornare) to turn, turn to, assign, attribute, dispose, arrange, order, appoint, constitute, ordain, decree, f. a to + tourner to Turn. The analogical spelling is a(t)um\ but under the influence of Med.L. attornare, the late AF, became attorner, whence attorn passed into the Eng. law-books.] 1. Trans. To turn over to another; to assign, transfer (goods, tenants' service, allegiance, etc.) 2. To transfer oneself (i.e. one's homage and allegiance) from one lord to another; to yield allegiance, or do homage to, as lord. 3. Law. To agree formally to be the tenant of one into whose possession the estate has passed; to do some act which constitutes a legal acknowledgment of the new landlord.'^ OED.

**ATTORNEY**, [a. OF. atorne, aturne, atourne, pa. ppie. masc. of atourner to Attorn, in sense of 'one appointed or one constituted,' whence all the specific uses. (The statement found in the law dictionaries for the last 200 years, that the word means 'one who acts in the turn of another' is a bad guess.) For spelling cf. Attorn.] 1. One appointed or ordained to act for another; an agent, deputy, commissioner. In later times only fig. and perhaps with conscious reference to sense 2. obs. 2. (Attorney in fact, private attorney.) One duly appointed or constituted (by Letter or Power of Attorney) to act for another in business and legal matters, either generally, as in payment, receipt, and investment of money, in suing and being sued, etc., or in some specific act, which the principal, by reason of absence, is unable to perform in person. Hence the contrast in 'in person' and 'by attorney,' frequent also in fig. senses. 3. (Attorney-at-Law, public attorney) A professional and properly-qualified legal agent practicing in the courts of Common Law (as a solicitor practiced in the courts of Equity); one who conducted litigation in these courts, preparing the case for barristers or counsel, whose duty and privilege it is to plead and argue in open court. 4. Transf. An advocate, pleader, mediator. 5. Specific title of the law officer of various councils, etc., and the clerk of various courts. 6. The King's Attorney, (earlier) descriptive designation of the legal officer now called Attorney-General. Mr. Attorney, the 'style' used in addressing (formerly also in speaking of) him. 7. attrib., as in attorney-cunning, etc. OED. See "The Truth About Esquires" in Part I of this manual; also attorney & client.

**ATTORNEY & CLIENT.** His first duty is to the courts and the public, not to the client,<sup>55</sup> and wherever the duties to his client conflict with those he owes as an officer of the court in the administration of justice, the former must yield to the latter.<sup>56</sup> The office of attorney is indispensable to the administration of justice and is intimate and peculiar in its relation to, and vital to the well-being of, the court.<sup>57</sup> An attorney has a duty to aid the court in seeing that actions and proceedings in which he is engaged as counsel are conducted in a dignified and orderly manner, free from passion and personal animosities, and that all causes brought to an issue are tried and decided on their merits only<sup>58</sup>... Duty not looked on lightly. Attorneys as



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officers of court have duty to maintain respect due court which duty should exceed that imposed upon the public generally and which duty should not be looked upon lightly and cannot be shirked under the guise of representing interest of a party litigant.... Arm of State. As attorney, is an officer of the court and as such an officer and arm of the state (124 F. Supp. 257).... Nature and duty of obligation. One who is admitted to practice as attorney at law, both by virtue of his oath of office and customs and traditions of the legal profession, owes to the court the highest duty of fidelity (97 N.W. 2d 287; 255 Minn. 370 In re: Lord). Accepting employment entails duty to courts and faithful performance of services. .. Vital Public Interest. The relation of attorney and client is affected by vital public interest.... Letters Patent. Right to practice law is a property right, existing by virtue of letters patent (168 A. 229; 114 N.J. Eq. 68).... Corpus Juris Secundum 4 (1980). Practicing Attorney. Ability which is greater than that possessed by average citizen.... 7 Corpus Juris Secundum 29 (1980). Accepting employment entails duty to courts and faithful performance of services.... See Note. S.-U.S. v. Frank, D.C.N.J., 53 F. 2d 128, reversed on other grounds Loughlin v. U.S., 57 F. 2d 1080, and reversed on other ground Pearse v. U.S., 59 F. 2d 518-In rb Kelly, D.C. Mont. 243 F. 696; Fla.-Petition of Florida State Bar Ass'n, 186 So. 280, 134 Fla. 851; Neb.- State ex rel. Nebraska State Bar Ass'n v. Jensen, 105 N.W. 2d 459, 171 Neb. 1, certiorari denied 81 S.Ct. 905, 365 U.S. 870, 5 L. ed. 2d 860; N.D.-State v. Stokes, 243 N.W. 2d 372; Wis.-Petition of Board of Law Examiners, Examination of 1928, 210 N.W. 710, 191 Wis. 359. <sup>56</sup>Va.-Holt v. Com., 138 S.E. 2d 809, 205 Va., 332, reversed on other grounds 85 S. Ct 1375, 381 U.S. 131, 14 L. Ed 2d 290.-State v. Woodville, 108 So. 309, 161 La. 125 - Hoppe v. Klapperich, 28 N.W. 2d 780, 224 Minn. 224,173 A.L.R. 622.

**Note:** *By definition, the obligations and duties of attorneys are toward the court and the "public" (abstraction of the mind that favors government) never the client. Clients are fodder for the freedom-usurpation and wealth-confiscation activities of the court. Attorneys are there to ensure that the court is well stocked with paying customers. It is a rigged game, with attorneys enjoying many special privileges (such as having their fees enforced by judicial decree, even when they lose) in exchange for shepherding unwitting client-victims into court at the sacrificial judicial altar. Clients are also "wards of the court" and therefore "persons of unsound mind." See client, wards of court.*

**ATTORNMENT.** Law. Forms: see Attorn v. [a. OF. atournement,, f. atourner: see Attorn and -ment.] 1. A turning over, transference, assignment. 2. spec. The transference of his homage and service by a tenant tp a new feudal lord; hence, legal acknowledgment of the new landlord. OED.

**AUTHENTICATE.** "Authenticate" means to do either of the following: (A) To sign. (B) To execute or otherwise adopt a symbol, or encrypt or similarly process a record in whole or in part, with the present intent of the authenticating person to identify the person and adopt or accept a record. UCC 9-102(a)(7).

**AVER.** In pleading. To declare or assert; to set out distinctly and formally; to allege. Black's If!.

**BAIL.** (Fr. bailer, to deliver). By bail is understood sureties, given according to law, to insure the appearance of a party in court. The persons who become surety are called bail. Sometimes the term is applied, with a want of exactness, to the security given by a defendant, in order to obtain a stay of execution, after judgment, in civil cases. Bail is either civil or criminal. Bouvier's 6<sup>th</sup>.

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One who becomes the surety for the appearance of the defendant in court. Bouvier's 8<sup>th</sup>. To deliver the defendant to persons who, in the manner prescribed by law, become security for his appearance in court. Bouvier's 8<sup>th</sup>. n. Monetary amount for or condition of pretrial release from custody, normally set by a judge at the initial appearance. The purpose of bail is to ensure the appearance of the accused at subsequent proceedings. If the accused is unable to make bail, or otherwise unable to be released on his or her own recognizance, he or she is detained in custody. The Eighth Amendment (U.S. Const.) provides that excessive bail shall not be required. Black's 6<sup>th</sup>. The surety or sureties who procure the release of a person under arrest, by becoming responsible for his appearance at the time and place designated. Those persons who become sureties for the appearance of the defendant in court. Black's 6<sup>th</sup>. See Note.

**Note:** *If a straw man/TRADE NAME/defendant cannot make/pay bail then the man/ woman attached with that straw man/TRADE NAME/defendant becomes the bail. This is formal legal recognition/acknowledgment that this particular man/woman is the surety for the appearance of the dummy/straw man/TRADE NAME/defendant (artificial person) in court. See dummy, surety, appearance.*

**BAILEE.** "Bailee" means the person who, by a warehouse receipt, bill of lading, or other document of title, acknowledges possession of goods and contracts to deliver them. UGC 7-102(1)(a).

**BAILMENT.** A delivery of something of a personal nature by one party to another, to be held according to the purpose or object of the delivery, and to be returned or delivered over when that purpose is accomplished. Bouvier's 8<sup>th</sup>.

**Note:** *A cycle of bailment commences when a mother delivers a baby ("something of a personal nature") to the state by signing the birth certificate and registering and surrendering legal title to the biological property, i.e. the baby's body. See dummy, surety, appearance.*

**BANK.** "Bank" means an organization that is engaged in the business of banking. The term includes savings banks, savings and loan associations, credit unions, and trust companies. UCC 9-102(a)(8). See person.

**BANK ACCEPTANCE.** Draft drawn on and accepted by bank. Bouvier's 8<sup>th</sup>.

**BANKER.** In general sense person that engages in business of banking. In narrower meaning, a private person who keeps a bank; one who is engaged in the business of banking without being incorporated. One who carries on the business of banking by receiving money on deposit with or without interest, by buying and selling bills of exchange, promissory notes, bonds or stock, or other securities, and by loaning money without being incorporated. Under some statutes, an individual banker, as distinguished from a "private banker" (q.v.), is a person who, having complied with the statutory requirements, has received authority from the state to engage in the business of banking, while a private banker is a person engaged in banking without having any special privileges or authority from the state. Black's 6<sup>th</sup>. See private bank.

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**BANKER'S ACCEPTANCE.** ...A bill of exchange draft payable at maturity that is drawn by a creditor against his or her debtor. Banker's acceptances are short-term credit instruments most commonly used by persons or firms engaged in international trade. They are comparable to short-term government securities (for example, Treasury Bills) and may be sold on the open market at a discount. Black's 6<sup>th</sup>. A bill of exchange drawn on and accepted by a commercial bank.... Black's 7<sup>th</sup>. See bank, banker, private bank, House Joint Resolution 192 of June 5, 1933.

**BANKER'S NOTE.** A commercial instrument resembling a bank-note in every particular except that it is given by a private banker or unincorporated banking institution. Black's 1<sup>st</sup>. See banker, private bank.

**BANKRUPTCY.** Popularly defined as insolvency, the inability of a debtor to pay his debts as however, it is the legal process under the Federal Bankruptcy Act by which assets of the debtor are liquidated as quickly as possible to pay off his creditors and to discharge the bankrupt, or free him of his debts, so he can start anew. In reorganization, on the other hand, liquidation may be avoided and the debtor may continue to function, pay his creditors, and carry on business. Barron's 3<sup>rd</sup>. "Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization in world history, the U.S. Government ... It is an established fact that the United States Federal Government has been dissolved by the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719; declared by President Roosevelt, being bankrupt and insolvent. H.J.R. 192, 73<sup>rd</sup> Congress in session June 5, 1933 - Joint Resolution to Suspend the Gold Standard and Abrogate the Gold Clause dissolved the Sovereign Authority of the United States and the official capacities of all United States Governmental Offices, Officers, and Departments and is further evidence that the United States Federal Government exists today in name only...." Congressional Record, March 17, 1993, Vol. 33. See Chapter 11 Reorganization.

**BAR.** 1. A partition or railing running across a court-room, intending to separate the general public from the space occupied by the judges, counsel, jury, and others concerned in the trial of a cause....the whole body of attorneys and counselors, or the members of the legal profession, collectively, who are figuratively called the "bar." They are thus distinguished from the "bench," which term denotes the whole body of judges.... Black's 6<sup>th</sup>.

**BARRATRY.** In maritime law. An act committed by the master or mariners of a vessel, for some unlawful or fraudulent purpose, contrary to their duty to the owners, whereby the latter sustain injury. It may include negligence, if so gross as to evidence Fraud. In criminal law. Common barratry is the practice of exciting groundless judicial proceedings. Black's 1<sup>st</sup>. See Note.

**Note:** *Both definitions apply equally in the courtroom: In the first, the "master" is the judge (in some jurisdictions judges are called "masters"), the "mariners" are the attorneys, the "vessel" is your TRADE NAME, the only rightful "owner" of the "vessel" is you, and the "injury" to you, the owner, is the loss of wealth or freedom. In the second, the judges and attorneys proceed against you without the requisite claim to do so, acting on behalf of fictitious entities, i.e. corporations/ governments. Per Erie Railroad v Tompkins (1938) 304 U.S. 64-92, the*

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*bankruptcy of 1933 had placed everything under the 14th Amendment. Erie's ruling that there was "no more general federal common law" was open admission of anarchy/tyranny. Law and contracts fell under a private, colorable law merchant in colorable admiralty- maritime, the "special federal common law" (see special) of the Uniform Commercial Code. Issues are decided in general (see general) equity (conscience of the court), not special equity (explicit terms of express contracts). Adopting private commercial paper as money resulted in an "at law" mixture of public, maritime, bankruptcy, equity, etc. in the same court. The judge moves between one and the other as the situation indicates, including shifting from equity into admiralty in order to impose criminal penalties in civil matters. This is why you must "post a bond"—something normally reserved for civil proceedings—on a misdemeanor traffic citation, a criminal proceeding (even though the matter is actually civil in nature). Arguing the Constitution is frivolous since one has long since consented with what is happening,*

**BEARER.** "Bearer" means the person in possession of an instrument, document of title, or certificated security payable to bearer or indorsed in blank. UCC 1-201 (5).

**BILL.** Commercial transactions. A written statement of the terms of a contract, or specification of the items of a contract or of a demand. Also, a general name for any item of indebtedness, whether receivable or payable... Black's 6<sup>th</sup>. Also, the creditor's written statement of his claim, specifying the items. .. Black's 1<sup>st</sup>. In Mercantile Law. The creditor's written statement of his claim, specifying the items. It differs from an account stated in this, that a bill is the creditor's statement; an account stated is a statement that has been assented to by both parties. Bouvier's 8<sup>th</sup>.

**BILL OF EXCHANGE.** A written order from A. to B., directing B. to pay C. a certain sum of money therein named. A bill of exchange is an instrument, negotiable in form, by which one, who is called the "drawer," requests another, called the "drawee," to pay a specified sum of money. A bill of exchange is an order by one person, called the "drawer" or "maker," to another, called the "drawee" or "acceptor," to pay money to another, (who may be the drawer himself,) called the "payee," or his order, or to the bearer. If the payee, or a bearer, transfers the bill by indorsement, he then becomes the "indorser." Black's 1<sup>st</sup>. See Note, payee.

**Note:** *It has recently been discovered that the IRS has its own bank account (semisecret), called a "Treasury Tax and Loan Account," or TTL, in every banking/financial institution that deals in Federal Reserve Notes. It has also been verified that IRS levies are effected from the "Special Procedures Function Department (or Office)" via simple fax (bill of exchange) instructing the particular bank, savings & loan, credit union, brokerage house, etc., to debit the depositor's/taxpayer's account and credit the TTL.*

**BILL OF LADING.** In common law. The written evidence for the contract and carriage and delivery of goods sent by sea for a certain freight. 1 H. Bl. 359. Black's 1<sup>st</sup>. See Note.

**BIRTH.** The act of being born or wholly brought into separate existence. Black's 1<sup>st</sup>. See Note, and Note at birth record.

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**Note:** *A man or a woman is “born”; TRADE NAMES are “wholly brought into separate existence.” Each event qualifies as a “birth.” The birth certificate documents a muddled mixture of the two events that allows the system to both claim that it is “your” birth certificate yet also claim to hold legal title of (not ownership of) the corporately colored TRADE NAME.*

**BIRTH CERTIFICATE.** A formal document which certifies as to the date and place of one’s birth and a recitation of his or her parentage, as issued by an official in charge of such records. Furnishing of such is often required to prove one’s age. Black’s 6<sup>th</sup>. See Note, birth, birth record, document of title, field warehouse receipt, bond.

**Note:** *A birth certificate is a negotiable document (see document), a registered security (see securities), pedigree chattel (see chattel) document that establishes the existence of the straw man (see straw man), a distinct artificial person (see artificial person, person) with a fictitious TRADE NAME (see fictitious name); document of title for a straw man; warehouse receipt (see field warehouse receipt) for your body; delivery receipt. For many years the designator, “U.S. DEPT. OF COMMERCE - BUREAU OF THE CENSUS,” appeared on birth certificates. In America, the original birth document is generally created at county level (sometimes at city level) via birth documents from the hospital.*

*The source of the following information is U.S. Vital Statistics System, Major Activities and Developments, 1950 - 95; (published by U.S. Department of Health and Human Services). Beginning with the 1939 revision, the birth certificate became the Standard Certificate of Live Birth, and there have been 11 different subsequent issues of this document. The National Office of Vital Statistics had its beginnings in 1935 when the Division of Vital Statistics, then in the Bureau of the Census, was mandated to promote a cooperative system of vital statistics and vital records. From the earliest days of their existence, the American Bar Association and American Medical Association provided strong support for establishing offices to collect vital statistics. From page 47 of the book:*

*“From this time [1836] forward, the course of registration and vital statistics was to be recognized as basic to the development of public health organization and practice. Part of the motivation of the act was to improve vital records as legal documents ‘for the security of property...’” (Underline emphasis added)*

*Vital records are legal documents for the security of your private property: your true name and TRADE NAME(S)—whatever name appears on the documents.*

*The source of the following information is the Model State Vital Statistics Act and Regulations. 1992 Revision (U.S. Department of Health and Human Services). Live birth is defined as follows:*

*“Live birth means the complete expulsion or extraction from its mother of a product of human conception, irrespective of the duration of the pregnancy, which after such expulsion or extraction!, breathes or shows any other evidence of life, such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut or the placenta is attached. Heartbeats are to be distinguished from transient*

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*cardiac contractions; respirations are to be distinguished from fleeting respiratory efforts or gasps.” (Underline emphasis added)*

*The National Office of Vital Statistics was established in the Public Health Service in 1946, with the head of the Office reporting directly to the Surgeon General, a military commander. This means that collection, maintenance, and dissemination of all vital statistical information are in the hands of the military, as dictated over by the commander-in-chief.*

*Section 24 of the Act, “Copies from the System of Vital Statistics,” contains this most revelatory passage:*

*“(a) The State Registrar and other custodians of vital records authorized by the State Registrar to issue certified copies] shall, upon receipt of an application, issue a certified copy of a vital record in his or her custody or a part thereof to the registrant, his or her spouse, children, parents, or guardian, or their respective authorized representative. Others may be authorized to obtain certified copies when they demonstrate that the record is needed for the determination or protection of his or her personal or property right. The State Agency may adopt regulations to further define those who may obtain copies of vital records filed under this Act.” Underline and bold emphasis added )*

*Per the Act, all State Registrars are merely custodians of property, and look after your personal property, i.e. the true name and TRADE NAME(S). You are the rightful owner of that property. The so-called “custodian” can be lawfully commanded by the rightful owner (you) not to give out the property to anyone else. Such an order would put a permanent roadblock in the path of any who would use the name to make money at any level of government. That property could not be touched by anyone other than the State Registrar and you—and you might even be able to demand surrender of custodianship of the property, and receive it. Note also that the Act uses the non-judicial (common law) term, “authorized representative,” instead of a statutory term.*

*The American Association of Motor Vehicle Administrators, the American Bar Association, and the National Conference of Commissioners on Uniform State Laws received acknowledgment from the U.S. Department of Health and Human Services for their input in the revision of; the Act. (End of data from Model State Vital Statistics Act and Regulations)*

*Per the definition of “birth” above, the document references both the newborn baby and the straw man/TRADE NAME. A certified birth certificate may usually be obtained at county/state level, depending on the state in question. Your birth certificate is one kind of security instrument in which your property is reposed. The first known evidence of government placing a dollar-value on people (“per head”) is contained in the draft of proposed legislation (which is supposed to originate within the Legislative Branch at the House of Representatives) from President Abraham Lincoln on July 14, 1862, contained on page 3285 of Messages and Papers of the Presidents:*

*“Fellow-Citizens of the Senate and House of representatives:*

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*“Herewith is a draft of a bill to compensate any State which may abolish slavery within its limits, the passage of which substantially as presented I respectfully and earnestly recommend.*

*“ABRAHAM LINCOLN.*

*“Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whenever the President of the United States shall be satisfied that any State shall have lawfully abolished slavery within and throughout such State, either immediately or gradually, it shall be the duty of the President, assisted by the Secretary of the Treasury, to prepare and deliver to such State an amount of 6 percent interest bearing-bonds of the United States equal to the aggregate value at \$        per head of all the slaves within such State as reported by the census of the year 1860; the whole amount for any one State to be delivered at once if the abolishment be immediate, or in equal annual installments if it be gradual, interest to begin running on each bond at the time of its delivery and not before.*

***“And be it further enacted, That if any State, having received any such bonds, shall at any time afterwards by law reintroduce or tolerate slavery within its limits contrary to the act of abolishment upon which such bonds shall have been received, said bonds received by said State shall at once be null and void, in whosever hands they may be, and such State shall refund to the United States all interest which may have been paid on such bonds.” (Underline and bold emphasis added)***

*A man in Santa Barbara, California who obtained his original birth record/document from the Department of Commerce some years ago via a Freedom of Information Act request reported indorsements of 17 different foreign countries on the document. There may also be other types of birth documents used by the U.S. Government, and others, to obtain loans of credit.*

**BIRTH RECORD.** Official statistical data concerning dates and places of persons’ birth, as well as parentage, kept by local government officials. Black’s 1<sup>st</sup>. See Note, birth certificate.

**Note:** Under “birth certificate” the definition references “one’s birth,” and under “birth record” the definition blood man/woman; “person” references a “persons’ birth.” “One” means flesh-and- means artificial entity/juristic person. See individual.

**BLANK.** See blank indorsement, in blank.

**BLANK INDORSEMENT.** The indorsement of a bill of exchange or promissory note, by merely writing the name of the indorser\*, without mentioning any person to whom the bill or note is to be paid; called “blank” because a blank or space is left over it for the name of the insertion of the indorsee\*\*, or of any subsequent holder. Otherwise called an indorsement “in blank.” Black’s 1<sup>st</sup>. 2. *He who indorses; i.e. being the payee or holder, writes his name on the back of a bill of exchange, etc.* Black’s 1<sup>st</sup>. 3\*\* *indorsee. The person to whom a bill of exchange, promissory note, bill of lading, etc. is assigned by indorsement, giving him a right to sue thereon.* Black’s 1<sup>st</sup>.

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**BONA FIDE PURCHASER.** A “bona fide purchaser” is a purchaser for value in good faith and without notice of any adverse claim who takes delivery of a security in bearer form or of one in registered form issued to him or indorsed to him or in blank. UCC 8-302. One who has purchased property for value without any notice of any defects in the title of the seller. Black's 6<sup>th</sup>. “One who pays a valuable consideration, has no notice of outstanding rights of others and acts in good faith concerning the purchase.” Barron's 3<sup>rd</sup>. See Note.

**Note:** *When you consummate the Secured Party process you are a bona fide purchaser of your birth certificate and TRADE NAME.*

**BOND.** A certificate or evidence of a debt on which the issuing company or governmental body promises to pay the bondholders a specified amount of interest for a specified length of time, and to repay the loan on the expiration date. A long term debt instrument that promises to pay the lender a series of periodic interest payments in addition to returning the principal at maturity. In every case a bond represents debt—its holder is a creditor of the corporation and not a part owner as is the shareholder.... Black's 6<sup>th</sup>. See Note, birth certificate, industrial bond.

**Note:** *The birth certificate is the bond instrument employed by the government to secure loans.*

**Discharging bond.** A bond that both permits a defendant to regain possession of attached property and releases the property from the attachment lien.- Also termed a dissolution bond. See forthcoming bond.

**Forthcoming bond.** 1. A bond guaranteeing that something will be produced or forthcoming at a particular time, or when called for. 2. A bond (usually given to a sheriff) to permit a person to repossess attached property in exchange for that person's commitment to surrender the property in the event of an adverse judgment; specifically, a bond required of a defendant as a condition of retaining possession of a chattel in an attachment or replevin action, whereby the surety agrees to surrender the chattel and to pay its value if the plaintiff wins the lawsuit. Also termed delivery bond. Cf. replevin bond. [Cases: Attachment]

**Surety bond.** a contract among at least three parties: the obligee: the party who is the recipient of an obligation. the principal: the primary party who will perform the contractual obligation. the **surety**: who assures the obligee that the principal can perform the task.

**BOOTY.** The capture of personal property by a public enemy on land, in contradistinction to prize, which is a capture of such property at sea. After booty has been in complete possession of the enemy for twenty-four hours, it becomes absolutely his, without any right of postliminy\* in favor of the original owner, particularly when it has passed bona fide into the hands of a neutral; ... The right to booty belongs to the sovereign; but sometimes the right of the sovereign, or of the public, is transferred to the soldiers, to encourage them.... Bouvier's 8<sup>th</sup>. See Note, vice-admiralty courts, prize, prize law.

**\*(POSTLIMINY) postliminium.** A fiction of the civil law, by which persons or things taken by the enemy were restored to their former status on coming again under the power of the nation to which they formerly belonged.... Bouvier's 8<sup>th</sup>.



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**Note:** *Literally and legally, property taken from you by the IRS or the courts is booty. IRS "soldiers" are "encouraged" to capture booty by offering them rights in the booty they capture. It is believed the agent on a particular case takes the taxpayer's first six payments, in toto (and a significant percentage of any lump-sum settlement proceeds). It is believed that one-third of the booty captured in a maritime vice-admiralty court (e.g. traffic court) by the judge ends up in the judge's personal retirement fund. This would also explain the dramatic increase in the application of "forfeiture laws" and "seizure laws" in America over the last decade.*

**CAPACITY.** Legal capacity is the attribute of a person who can acquire new rights, or transfer rights, or assume duties according to the mere dictates of his own will, as manifested in juristic acts, without any restraint or hindrance arising from his status or legal condition. Ability; qualification; legal power or right. Applied in this sense to the attribute of persons (natural or artificial) growing out of their status or juristic condition, which enables them to perform civil acts; as capacity to hold lands, capacity to devise, etc. Black's 1<sup>st</sup>.

**CAPIAS AD SATISFACIENDUM**, practice. **A writ of execution issued upon a judgment in a personal action, for the recovery of money**, directed to the sheriff or coroner, commanding him to take the defendant, and him safely keep, so that he may have his body in court on the return day, to satisfy, ad satisfaciendum, the plaintiff. This writ is tested on a general teste day, and returnable on a regular return day.

2. It lies after judgment in most instances in which the defendant was subject to a capias ad respondendum before, and plaintiffs are subject to it, when judgment has been given against them for costs. Members of congress and of the legislature, (eundo, morando, et redezzndo,) going to, remaining at, and returning from the places of sitting of congress, or of the legislature, are not liable to this process, on account of their public capacity; nor are ambassadors, (q.v.) and other public ministers, and their, servants. Act of Congress of April 30, 1790, s. 25 and 26, Story's Laws United States, 88; 1 Dunl. Pr. 95, 96; Com. Dig. Ambassador, B; 4 Dall. 321. In Pennsylvania, women are not subject to this writ except in actions founded upon tort, or claims arising otherwise than ex contractu. 7 Reed's Laws of Pa. 150. In several of the United States, the use of this writ, as well as of the capias ad respondendum, has been prohibited in all actions instituted for the recovery of money due upon any contract, express or implied, or upon any judgment or decree, founded on any contract, or for the recovery of damages for the breach of any contract, with a few exceptions. **See Arrest.3. It is executed by arresting the body of the defendant**, and keeping him in custody. Discharging him upon his giving security for the payment of the debt, or upon his promise to return into custody again before the return day, is an escape, although he do return; 13 Johns. R. 366 8 Johns. R. 98; and the sheriff is liable for the debt. In England, a payment to the sheriff or other officer having the ca. sa., is no payment to the plaintiff. Freem. 842 Lutw. 587; 2 Lev. 203; 1 Arch. Pr. 278. The law is different in Pennsylvania. 3 Serg. & Rawle, 467. The return made by the officer is either C. C. & C., cepi corpus et comittitur, if the defendant have been arrested and held in custody; or N. E. I., non est inventus, if the officer has not been able to find him. This writ is, in common language, called a ca. sa.

**CAPITAL (LETTER)**, adj. (of letters) of the large size used at the beginning of a sentence or as the first letter of a proper name." AGED.

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**Note:** Names written in all-capital letters are artificially constructed names of artificial persons. See all-capital letters-written, proper.

**CASH PROCEEDS.** “Cash proceeds” means proceeds that are money, checks, deposit accounts, or the like. UCC 9-102(a)(9).

**CENSUS.** The official counting or enumeration of the people of a state or nation, with statistics of wealth, commerce, education, etc. In Roman Law. A numbering or enrollment of the people with a valuation of their fortunes. Black’s 1<sup>st</sup>. See Note, census regalis, tax, taxpayer. See Note.

**Note:** The first definition (modern) above does not preclude the second (ancient). Please also note that the UCC filing offices operate in the private realm, and that filings therein are not contingent upon the provision of identifying serial numbers, such as Social Security Account Numbers.

**CENSUS REGALIS.** The royal property (or revenue). Bouvier’s 8<sup>th</sup>.

**CERTIFICATE.** A document in which a fact is formally attested. Black’s 7<sup>th</sup>. A written assurance, or official representation, that some act has or has not been done, or some event occurred, or some legal formality complied with. Black’s 1<sup>st</sup>.

**CERTIFICATE OF TITLE.** “Certificate of title” means a certificate of title with respect to which a statute provides for the security interest in question to be indicated on the certificate as a condition or result of the security interest’s obtaining priority over the rights of a lien creditor with respect to the collateral. UCC 9-102(a)(10).

**CERTIFIED CHECK.** See acceptance of draft.

**CESTUI, CESTUY.** He. Used frequently in composition in law French phrases. Black’s 1<sup>st</sup>.

**CESTUI QUE TRUST,** (set-ee [or ses-twee] kee [or k] trst). [Law French] One who possesses equitable rights in property and receives the rents, issues, and profits from it; **beneficiary.** .. Black’s 7<sup>th</sup>. He who has a right to a beneficial interest in and out of an estate the legal title to which is vested in another. The person who possesses the equitable right to property and receives the rents, issues, and profits thereof, the legal estate of which is vested in a trustee. Black’s 1<sup>st</sup>. See cestui, cestui que use, Note.

**Note:** “Cestui que trust’ is French for, literally, “he that trusts.” This particular species of trust is known as a “constructive trust” and is constructed by operation of law (fiat<sup>11</sup>). Such a trust is really only the appearance of a trust, i.e. it only looks as if it is a trust, but has no creator/trustor/grantor/settlor, the flesh-and-blood party normally responsible for bringing a trust into existence. Per Corpus Juris Secundum every government is a constructive trust, concerning which, Black’s 5<sup>th</sup> states: “A trust raised by construction of law, or arising by operation of law, as distinguished by an express trust.... Constructive trusts do not arise by agreement or from intention, but by operation of law and [and, not or] fraud, active or constructive....”

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*The U.S. Government creates by operation of its “law,” the colorable “cestui que trust” and is, as the creator, or “constructor,” of the trust, the (non-flesh-and-blood) owner thereof. Every corporate entity, such as your straw-man TRADE NAME, has two diametrically opposite kinds of status concerning this trust. Every “citizen of the United States,” is simultaneously a co-trustee and co-beneficiary by operation of law. As co-trustee, your straw man has duties and obligations, such as paying taxes, obeying laws, and obtaining a license for almost every normal activity of life. As cobeneficiary, your juristic-person straw man is has benefits, privileges, and opportunities, such as welfare, protection of the state, free delivery of mail, and use of the courts, etc.*

*In court the judge acts as executor/administrator of the trust, managing the estates of the people who function as “persons” through the all-capital-letters juristic TRADE*

*NAMES existing as fictitious entities under limited liability. Through a court proceeding, the judge decides which corporate debtor entity owes which other corporate creditor entity what money/specific performance, thereby constructing the terms of the constructive trust on the spot. The straw man is a non-living—and therefore “dead”—entity and, as a “citizen of the United States,” based on the 1933 U.S. bankruptcy, also “civilly dead in the law,” i.e. no standing in law/insolvent. Such persons are thereby completely foreclosed from accessing substance, law, and sovereignty, and can possess only government-granted, limited-liability privileges (e.g. a “driving privilege”).*

**CESTUI QUE USE.** The person for whose use and benefit property is being held by another, who holds legal title to the property. Black’s 7<sup>th</sup>. He for whose use and benefit lands and tenements are held by another. The cestui que use has the right to receive the profits and benefits of the estate, but the legal title and possession (as well as the duty of defending the same) reside in another. Black’s 1<sup>st</sup>. See cestui que trust.

**CFR.** See Code of Federal Regulations.

**CHAPTER 11 REORGANIZATION.** In addition to voluntary and involuntary proceedings in which a debtor is adjudged bankrupt, under Chapter 11 a debtor is permitted to postpone all payments on debts so that he can reorganize his business. While other bankruptcy proceedings seek to have the debtor’s assets sold and to have all the creditors paid to the extent possible, Chapter 11 seeks to give the debtor a breathing spell with the hope that his business will recover and all his creditors will be fully repaid. Barron’s 3<sup>rd</sup>. “Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization in world history, the U.S. Government.” James A. Traficant Jr., Congressional Record, March 17, 1993, Vol. 33. See Note, bankruptcy.

**Note:** *The US Government, a/k/a “United States, Inc.,” a/k/a “Washington, DC,” is legally bankrupt and in Chapter 11 Reorganization. The Secretary of the Treasury is the receiver in bankruptcy (Reorganization Plan No. 26 (1950), 5 U.S.C.A. 903, Public Law 94-564, Legislative History, page 5967) and runs the corporation on behalf of the creditor, the Federal Reserve. See also United States.*

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**CHARGE.** [*OF* charg(i)e(r) < *LL* caricare to load a wagon] v. To impose a burden, obligation, or lien; to create a claim against property; to claim, to demand; to instruct a jury on matters of law. n. In general. An incumbrance, lien, or burden; an obligation, or duty; a liability; an accusation. In contracts. An obligation, binding upon him who enters into it, which may be removed or taken away by a discharge. Black's 1<sup>st</sup>.

**CHARGE BACK.** The action of a bank in debiting or otherwise revoking a credit given to a customer's account, which credit usually has been given for a check deposited in the account. See Note, charge-back. **CHARGE-BACK.** ... (a) A collecting bank has a security interest in an item and any accompanying documents or the proceeds of either: ... (2) In case of an item for which it has given credit available for withdrawal as of right, to the extent of the credit given, whether or not the credit is drawn upon or there is a right of \* \* \* charge-back. UCC 4-210(a)(2).

**CHATTEL.** An article of personal property; any species of property not amounting to a freehold or fee in land.... The term "chattels" is a more comprehensive one than "goods," as it includes animate as well as inanimate property. Black's 1<sup>st</sup>.

**CHATTEL MORTGAGE.** An absolute pledge\* to become an absolute interest if not redeemed at a fixed time. Bouvier's 8<sup>th</sup>.

**CHATTEL PAPER.** "Chattel paper" means a record or records that evidence both a monetary obligation and a security interest in Specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph "monetary obligation" means a monetary obligation secured by the!goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include (j) charters or other contracts involving the use or hire of a vessel or (ii) records that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper. UCC 9-102(a)(11).

**CITIZEN.** In American Law. One of the sovereign people. A constituent member of the sovereignty, synonymous with the people. Scott v. Sandford 19 How. (U.S.) 404, 15 L. Ed. 691. Bouvier's 8 . "Citizens" are members of a political community who, in their associated capacity, have established or submitted themselves to the dominion of a government for the promotion of their general welfare and the protection of their individual as well a collective rights. Black's d<sup>th</sup>.

**CIVIL LAW.** That body of law which every particular nation, commonwealth, or city has established peculiarly for itself; more properly called "municipal" law, to distinguish it from the "law of nature," and from international law...The system of jurisprudence held and administered in the Roman Empire, particularly as set fort in the compilation of Justinian and his successors—comprising the Institutes, Code, Digest, and Novels, and collectively denominated the "Corpus Juris Civilis"—as distinguished from the common law of England and canon law. Black's 6<sup>th</sup>. See municipal, citizen. Compare common law.

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**CLAIM.** A challenge of property or ownership of a thing which is wrongfully withheld; to demand as one's own; to assert. A right or title. Black's 4<sup>th</sup>. See Note.

**Note:** *A claim is a dispute over title, most fundamentally, concerning "who holds the legal title to your TRADE NAME." The holder of legal title to your TRADE NAME is the master and creditor; your straw man is the slave and debtor. We must reclaim and reunite right and title to our straw man in order to dissolve the bonds of indentured servitude. The "subject/citizen" is the straw man; you are the sovereign. Per the UCC, acquiring rights evidences value. You acquired rights to title of your straw man at the moment of his birth. See value, droit-droit.*

**CLEARFIELD TRUST DOCTRINE.** Governments descend to the level of a mere private corporation, and take on the characteristics of a mere private citizen... Where private corporate commercial paper [Federal Reserve Notes] and securities [checks] is concerned... For purposes of suit, such corporations and individuals are regarded as entities entirely separate from government. *Clearfield Trust Co. v. United States*. 318 U.S. 363-371 (1942). stare decisis, n.[Latin "to stand by things decided"] The doctrine of precedent, under which it is necessary for a court to follow earlier judicial decisions when the same points arise again in litigation. Black's 7<sup>th</sup>.

**CLIENT.** A client is one who applies to a lawyer or counselor for advice and direction in a question of law, or commits his cause to his management in presenting a claim or defending against a suit in a court of justice; one who retains the attorney, is responsible to him for his fees, and to whom the attorney is responsible for the management of the suit; one who communicates facts to an attorney expecting professional advice. Clients are also called "wards of the court" in regard to their relationship with their attorneys. *Corpus Juris Secundum*, 1980, Section 4. See Note, attorney & client.

**Note:** *Clients are "wards of the court," i.e. "infants and persons of unsound mind." The Scarecrow/Straw Man in "The Wizard of Oz" was a "person of unsound mind"*

**CODE.** A system used for brevity or secrecy of communication, in which arbitrarily chosen words, letters, or symbols are assigned definite meanings. Webster's. A collection, compendium or revision of laws. A complete system of positive law, scientifically arranged and promulgated by legislative authority. Black's 4<sup>th</sup>. See Note.

**Note:** *All "law" today is code, and as such must be deciphered/decoded.*

**CODE OF FEDERAL REGULATIONS.** The annual of executive-agency regulations published in the daily Federal Register, combined with previously issued regulations that are still in effect.—Abbr. CFR. Black's 7<sup>th</sup>.

**CODE OF HAMMURABI.** The oldest known written legal code, produced in Mesopotamia during the rule of Hammurabi (who reigned from 1792 to 1750 B.C.). Black's 7<sup>th</sup>. (A king of Babylonia who expanded his kingdom into the first great Babylonian empire. He also established one of the earliest written collections of laws.)...Hammurabi based his code of laws on older collections of Sumerian and Akkadian laws, which he revised and expanded. One principle of the

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Code of Hammurabi is that “the strong shall not oppress the weak.” The code begins with a prologue introduction celebrating Hammurabi’s military victories. He promises to treat conquered peoples justly and says he honors their gods. The provisions of the code cover many legal matters, including false accusation. Witchcraft, military service, land and business regulations, family laws, tariffs, wages, trades, loans, and debts.... The World Book Encyclopedia, 2000.

**COLLATERAL.** “Collateral” means the property subject to a security interest or agricultural lien. The term includes all of the following: (A) Proceeds to which a security interest attaches. (B) Accounts, chattel paper, payment intangibles, and promissory notes that have been sold. (C) Goods that are the subject of a consignment. UCC 9-102(a)(12). Anything that is used to guarantee the payment of a loan or the fulfillment of some other obligation, WSUG. See Note.

**Note:** *The property “subject to a security interest,” the collateral, is your TRADE NAME and, by implication, your body, labor, and property. Your birth certificate is chattel paper (a security). “Accounts” does not exclude Social Security Account Numbers (SSANs). The US government has a legal security interest in both your TRADE NAME and its SSAN.*

**COLOR.** Semblance; disguise. Color is often used to designate the hiding of a set of facts behind a sham, taking advantage of the confidence but technically proper, legal theory or legal right. Barron’s 3<sup>rd</sup>. See color of law.

**COLOR OF LAW.** The appearance or semblance, without the substance, of legal right. Misuse of power, possessed by virtue of state law and made possible only because wrongdoer is clothed with authority of state, is action taken under “color of law.” Black’s 5th

**COLORABLE.** That which is in appearance only, and not in reality, what it purports to be, hence counterfeit, feigned, having the appearance of truth. Black’s 5<sup>th</sup>. In the law of trademarks, this phrase denotes such a close or ingenious imitation as to be calculated to deceive ordinary persons. Black’s 5<sup>th</sup>. See Note:

**Note:** *Colorable = phony.*

**COMMERCE.** [ $< MF < L$  commerc(ium), equivalent to commerc(ari) (to) trade together (com- + mercari, derivative of mere-, singular of merx goods + -ium noun suffix)] The exchange of goods, productions, or property of any kind; the buying, selling, and exchanging of articles. The transportation of persons or property by land, water and air. The various agreements which have for their object facilitating the exchange of the products of the earth or the industry of man, with an intent to realize a profit. Black’s 1<sup>st</sup>. An interchange of goods or commodities, esp. on a large scale between different countries (foreign commerce), or between different parts of the same country (domestic commerce); sexual intercourse. Webster’s. Commerce is a term of the largest import. It comprehends intercourse for the purposes of trade in any and all its forms, including the transportation, purchase, sale and exchange of commodities between the citizens of our country or the citizens or subjects of other countries, and between the citizens of different states. The power to regulate it embraces all the instruments by which such commerce may be conducted. Black’s 1<sup>st</sup>. The exchange of goods, productions, or property of any kind; the buying,

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selling, and exchanging of articles ... Intercourse by way of trade and traffic between different peoples or states... including not only the purchase, sale, and exchange of commodities, but also the instrumentalities and agencies by which it is promoted and the means and appliances by which it is carried on, and transportation of persons as well as of goods, both by land and sea.... Also interchange of ideas, sentiments, etc., as between man and man.” Black’s 5<sup>th</sup>. See Note, Maxims of Commerce.

**Note:** *Commerce in everyday life is the vehicle or glue (bond, tissue) that holds, or binds, the corporate body politic (society as a whole) together. Per Title 27 United States Code, “USC,” § 72.11, all crime is classified as commercial in nature (this is admiralty jurisdiction). See UCC definition of defendant in this Glossary, and the item entitled “Prisoners, Prisons, and Courts,” as well as the above-mentioned 27 USC t2.11 under “Crime is Commerce” in Appendix for examples of this. More specifically, commerce consists of a mode of interacting, doing business, resolving disputes, etc. whereby all matters are executed under oath, certified on each party’s commercial liability by sworn affidavit, or what is intended to possess the same effect, as true, correct, and complete, not misleading, the truth, the whole truth, and nothing but the truth. This affidavit format is usually required in written matters such as an IRS Form 1040, an application form for a Driver’s License, Voter Registration, a Treasury Direct Account, a Notary’s “Copy Certification by Document Custodian” form, and on nearly every single document upon which those in the System desire others to be bound/obligated. Such means of signing is a sworn oath, affidavit, executed under penalty of perjury “true, correct, and complete,” whereas in a court setting, testimony (oral affidavit) is stated in judicial terms by being sworn to be “the truth, the whole truth, and nothing but the truth, so help me God.” In addition to asserting all matters under solemn oath of personal, commercial, financial, and legal liability for the validity of each and every statement, the participant must provide material evidence, i.e. ledgering/bookkeeping, proving the truth, validity, relevance, and verifiability of each and every particular assertion to sustain credibility. In society, commerce comes before, and is more essential than, a legal system, and can exist independently of and function without need of legal systems. Commercial Law, the non-statutory variety as presented in maxims 1-10 under Maxims of Commercial Law, is the economic extension of natural law into man’s social world, and is universal in nature. See Maxims of Commercial Law: used to designate the whole body of substantive cial Code, Truth in Lending Act) applicable to the in commerce, trade or mercantile pursuits. Black’s of Commercial Law.*

**Note:** *Commercial Law is the economic extension of natural law into man’s social world and deals with the fundamental principles of human interaction concerning proof of claim (dispute over title) and resolution of disputes. The fundamental purpose of Commercial Law is “to maintain the commercial harmony, integrity, and continuity of society,” sometimes also stated as “to maintain the peace and dignity of the State.” Over the millennia these principles have been discovered through experience and distilled and codified into ten (10) fundamental maxims. There is no legal issue or dispute possible which is not a function of one or more of these principles. The ten maxims underlying commerce and all Commercial Law, including the UCC, are listed above under commerce. The UCC is a particular codification of Commercial Law, oriented towards the contemporary legal, financial, monetary, and banking systems. The entirety of world commerce now functions in accordance With the UCC-version of Commercial Law.*

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**COMMERCIAL TORT CLAIM.** “Commercial tort claim” means a claim arising in tort with respect to which either of the following conditions is satisfied: (A) The claimant is an organization. (B) The claimant is an individual and both of the following conditions are satisfied regarding the claim: (i) It arose in the course of the claimant’s business or profession, (ii) It does not include damages arising out of personal injury to or the death of an individual. UCC 9-102(a)(13).

**COMMON LAW.** The common law is that which derives its force and authority from the universal consent and immemorial practice of the people. It has never received the sanction of the legislature, by an express act, which is the criterion by which it is distinguished from the statute law. It has never been reduced to writing; by this expression, however, it is not meant that all those laws are at present merely oral, or communicated from former ages to the present solely by word of mouth, but that the evidence of our common law is contained in our books of Reports, and depends on the general practice and judicial adjudications of our courts. 2. The common law is derived from two sources, the common law of England, and the practice and decision of our own courts. In some states the English common law has been adopted by statute. There is no general rule to ascertain what part of the English common law is valid and binding. To run the line of distinction is a subject of embarrassment to courts, and the want of it a great perplexity to the student. It may, however, be observed generally, that it is binding where it has not been superseded by the constitution of the United States, or of the several states, or by their legislative enactments, or varied by custom, and where it is founded in reason and consonant to the genius and manners of the people. 3. The phrase "common law" occurs in the seventh article of the amendments of the constitution of the United States. In suits at common law, where the value in controversy shall not exceed twenty dollars says that article, "the right of trial by jury shall be preserved." The "common law" here mentioned is the common law of England, and not of any particular state. The term is used in contradistinction to equity, admiralty, and maritime law. 4. The common law of England is not in all respects to be taken as that of the United States, or of the several states; its general principles are adopted only so far as they are applicable to our situation. Bouvier’s 6<sup>^</sup>. See Note.

**Note:** *System of jurisprudence that originated in England and was later applied in United States and the several States, originally based on the procedures developed by free, sovereign, allodial landowners to resolve disputes over land, such as borders and ownership. After the Norman Conquest of 1066, “common law” came to be based on judicial precedent (court decisions) that was increasingly absorbed into the Crown. By such means, what is called “common law” in name became increasingly Roman civil law. True common law is completely independent of all governmental involvement. All governments are variants of Roman civil law, the law of kings, princes, and rulers. Nevertheless, common law remained based on transmitted, established principles rather than legislative enactment (statutes, statutory law, codes). Great care should be used concerning the precise manner in which the term, “common law,” is defined, understood, and used. One should ascertain the implication of the words, e.g. “what law is common where and to what?” Traditionally, in the absence of statutory law regarding a particular subject, the judge-made rules of common law are the laws on that subject. Thus the traditional phrase “at law” refers to the state of the law in a particular field prior to the enactment of legislation in that field. Compare statute, Roman Civil Law.*



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**COMMUNICATE.** “Communicate” means to do any of the following: (A) To send a written or other tangible record. (B) To transmit a record by any means agreed upon by the persons sending and receiving the record. (C) In the case of transmission of a record to or by a filing office, to transmit a record by any means prescribed by filing-office rule. UCC 9-102(a)(18).

**COMPLAINT.** In civil practice. In those states having a Code of Civil Procedure, the complaint is the first or initiatory pleading on the part Of the plaintiff in a civil action. It corresponds to the declaration in the common-law practice.... In criminal law. A charge, preferred before a magistrate having jurisdiction, that a person named (or an unknown person) has committed a specified offense, with an offer to prove the fact, to the end that a prosecution may be instituted. It is a technical term, descriptive of proceedings before a magistrate.... The complaint is an allegation, made before a proper magistrate, that a person has been guilty of a designated public offense.... Black’s 1<sup>st</sup>.

**Note:** *A private man cannot commit a public offense—only a public man (straw-man TRADE NAME) can commit a public offense.*

**CONFERENCE OF GOVERNORS, MARCH 6,1933. See Note.**

**Note:** *Accommodation of the Federal Bankruptcy, whereby the Governors of the 48 several states of the Union pledged their faith and credit to the aid of the National Government, and thereafter formed numerous socialist programs such as the “Council of State Governments,” Social Security Administration, etc., purportedly to deal with the economic “Emergency.” They operated under the “Declaration of Interdependence” of January 22, 1937 and published some of their activities in the “Book of the States,” Vol. II, page 144. See “in this state.”*

**CONSTITUTOR.** In Civil Law. He who promised by a simple pact to pay the debt of another; and this is always a principal obligation. Inst. 4, 6. 9. Bouvier’s 8<sup>th</sup>. In the civil law. One who, by a simple agreement, becomes responsible for the payment of another’s debt. Black’s 1<sup>st</sup>. [Latin an orderer, arranger] Roman law. A person who, by agreement, becomes responsible for the payment of another’s debt. Black’s 7<sup>th</sup>.

**Note:** *When you sign a traffic ticket you become the constitutor for the debt created by the policeman (see Senate Document 43, 73<sup>rd</sup> Congress 1<sup>st</sup> Session and House Joint Resolution 192 of June 5, 1933 for clarification of why this is so). Money is brought into existence by borrowing. The cop creates the new money by issuing a charge in his name (he signs the ticket first). His intent is to transfer the debt to you as constitutor. If you adopt the role of “Authorized Representative” or “Agent” you incur no liability for signing—because you are not signing as a principal. Signing the ticket “By Order of: [NAME OF COP], JOHN HENRY DOE®, by “John Henry Doe®, Auth. Rep” [or Agent]” leaves you without responsibility for payment/ performance, as you are not a constitutor.*

**CONSTRUCTIVE.** That which is established by the mind of the law in its act of construing facts, conduct, circumstances, or instruments; that which has not the character assigned to it in its own essential nature but acquires such character in consequence of the way in which it is

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regarded by a rule or policy of law; hence, inferred, implied, made out by legal interpretation;— the word “legal” being used sometimes in lieu of “constructive.” Black’s 4<sup>th</sup>. See Note.

**Note:** *Corpus Juris Secundum* defines a government as a “constructive trust.” Black’s 5<sup>th</sup> defines “constructive trust” as a mixture of “law and fraud.” Today all “courts” are private commercial tribunals collecting from the “assets,” i.e. every “citizen of the United States,” in the Chapter 11 Reorganization in bankruptcy of the US. As such, every court today is a court of general equity wherein the judge can “pick and choose” from any body of law on earth in forming his decision, with the final basis of decision-making being the “conscience of the court” (meaning whatever the judge feels). All such courts are corporate contract courts, dealing with fictitious entities and contracts between them. The straw man of each disputant, or party to the controversy, is within the bankruptcy and the corporate US, which is a “public trust” under the 14<sup>th</sup> Amendment. Such an arrangement has only two parties: co-trustee and co-beneficiary. A public trust has no creator/trustor/grantor/settlor as with an express trust (which involves three parties, not two, as with a public trust). In sifting, sorting, and selecting from the law and facts of a case, a judge forms a “constructive trust” in which the judge “constructs” the terms of the particular trust contract emerging out of the dispute. A “trustee” of a public trust has duties and obligations; a “beneficiary” receives or derives benefits from the trust. Every straw-man TRADE NAME today has duties as a co-trustee, along with privileges as a co-beneficiary, of the public trust. Consequently, in every court case today the judge is “constructing” the terms of the “constructive trust” to decide which straw man owes the other straw man what recompense/specific performance.

**CONSUMER GOODS.** “Consumer goods” means goods that are used or bought for use primarily for personal, family, or household purposes. UCC 9-102(a)(23). See Note.

Note: Per this definition, an automobile used primarily for personal, family, or household purposes qualified as consumer goods.

**CONSUMER TRANSACTION.** “Consumer transaction” means a transaction in which (i) an individual incurs an obligation primarily for personal, family, or household purposes, (ii) a security interest secures the obligation, and (iii) the collateral is held or acquired primarily for personal, family, or household purposes. The term includes consumer-goods transactions. UCC 9-102(a)(26). “Assignments of commercial deposit accounts are governed by Revised Article 9, although assignments of deposit accounts in consumer transactions remain excluded, notes Penelope Christophorou of Cleary, Gottlieb, Steen & Hamilton in New York City. The definition of ‘consumer transaction’ in Revised Article 9 does not include a monetary component,’ she says, and as a result, ‘Certain pledges of deposit accounts by high net-worth individuals in transactions entered into for personal, family, or household purposes would be excluded from Revised Article 9’s coverage, notwithstanding the size of the financing. William C. Smith, ABA (American Bar Association) Journal, August 2001, page 54. See Note.

**Note:** *Assignment of deposit (checking, savings, passbook, time) accounts in transactions entered into primarily for personal, family, or household purposes are not addressed in Revised Article 9.*

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**CONTRACT.** An agreement between two or more persons which creates an obligation to do or not to do a particular thing. Its essentials are competent parties, subject matter, a legal consideration, mutuality of agreement, and mutuality of obligation. Black's 5<sup>th</sup>.

**Note:** *All contracts, whether express or implied, are subject to the universal essentials of contract law, pertaining to the fundamentals of the interaction between the parties. These fundamentals are well codified in many places, e.g. the California Civil Code, Sections 1549 et seq.:*

- 1549. *Contract, what A contract is an agreement to do or not to do a certain thing.*
- 1550. *Essential elements of contract*

*It is essential to the existence of a contract that there should be:*

1. *Parties capable of contracting;*
  2. *Their consent;*
  3. *Lawful object; and,*
  4. *A sufficient cause or consideration.*
- 1556. *Who may contract*

*All persons are capable of contracting, except minors, persons of unsound mind, and persons deprived of civil rights.*

- 1565. *Essentials of consent*

*The consent of the parties to a contract must be:*

1. *Free;*
2. *Mutual; and,*
3. *Communicated by each to the other.*

- 1567. *An apparent consent is not real or free when obtained through:*

1. *Duress;*
2. *Menace;*
3. *Fraud;*
4. *Undue influence; or*
- 5.

- 1598. *When contract wholly void*

*Where a contract has but a single object, and such object is unlawful, whether in whole or in part, or wholly impossible of performance, or so vaguely expressed as to be wholly unascertainable, the entire contract is void.*

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- 1608. *Effect of its illegality*

*If any part of single consideration for one or more objects, or of several considerations for a single object, is unlawful, the entire contract is void.*

- 1620. *Express contract, what*

*An express contract is one, the terms of which are stated in words.*

- 1621. *Implied contract, what*

*An implied contract is one, the existence and terms of which are manifested by conduct.*

- 1441. *Impossible or unlawful conditions void*

*A condition in a contract, the fulfillment of which is impossible or unlawful, within the meaning of the article on the object of contracts, or which is repugnant to the nature of the interest created by the contract, is void.*

- 1636. *Contracts, how to be interpreted*

*A contract must be so interpreted as to give effect to the mutual intention of the parties as it existed at the time of contracting, so far as the same is ascertainable and lawful.*

- 1668. *Certain contracts unlawful*

*All contracts which have for their object, directly or indirectly, to exempt anyone from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law.*

- 1709. *Fraudulent deceit*

*One who willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers.*

**CONTRACT UNDER SEAL.** A formal contract that requires no consideration and has the seal of the

signer attached. • A contract under seal must be in writing or printed on paper or parchment and is

conclusive between the parties when signed, sealed, and delivered. Delivery is made either by actually handing it to the other party (or party's representative) or by stating an intention that the deed be operative even though it is retained in the possession of the party executing it. Modern statutes have mostly eliminated the special effects of a sealed contract. — Also termed sealed contract; special contract; deed; covenant; specialty; specialty contract; common-law specialty. See SEAL. [Cases: Contracts 48. C.J.S. Contracts § 85.]

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“The only formal contract of English law is the contract under seal, sometimes also called a deed and sometimes a specialty. It is the only formal contract, because it derives its validity neither from the fact of agreement, nor from the consideration which may exist for the promise of either party, but from the form in which it is expressed.” William R. Anson, *Principles of the Law of Contract* 82 (Arthur L. Corbin ed., 3d Am. ed. 1919).

“Contracts under seal also bear little resemblance to ordinary contracts, although here at least the liability is based on a promise. A contract under seal, that is to say a deed, ... is a written promise or set of promises which derives its validity from the form, and the form alone, of the executing instrument. In point of fact the ‘form’ of the deed is nowadays surprisingly elastic. The only necessities are that the deed should be intended as such, and should be signed, sealed, and delivered. The sealing, however, has now become largely a fiction, an adhesive wafer simply being attached to the document in place of a genuine seal. Similarly, ‘delivery’ is not literally necessary, provided that there is a clear intention that the deed should be operative.” P.S. Atiyah, *An Introduction to the Law of Contract* 31 (3d ed. 1981).

**CONTRIBUTION.** Contracts. When two or more persons jointly owe a debt, and one is compelled to pay the whole of it, the others are bound to indemnify him for the payment of their shares; this indemnity is called a contribution. Bouvier’s 6 . When one of several debtors pays a debt, the creditor is bound in conscience, if not by contract, to give to the party paying the debt all his remedies against the other debtors. Bouvier’s 6<sup>th</sup>. A right to contribution exists in the case of debtors who owe a debt jointly which has been collected from one of them. Bouvier’s 8<sup>th</sup>. The right that gives one of several persons who are liable on a common debt the ability to recover ratably from each of the others when that one person discharges the debt for the benefit of all...” Black’s 7<sup>th</sup>. War contribution. Black’s 7<sup>th</sup>. See war contribution, Ponzi scheme, “The Curse of Co-Suretyship” in Part I of this manual.

**CONVEY.** [ME convey(en) < AF convie(r) < VL conviare, equiv. to con- CON- + -viare, deriv. of via way...] to transfer, as property or title to property, from one person to another. American Heritage Dictionary.

**CORPORATION.** An artificial person or legal entity created by or under the authority or laws of a state. An association of persons created by statute as a legal entity. The law treats the corporation itself as a person that can sue and be sued. The corporation is distinct from the individuals who comprise it (shareholders). The corporation survives the death of its investors, as the shares can usually be transferred. Black’s 6<sup>th</sup>. See corporation aggregate, corporation sole, public corporation.

**CORPORATION AGGREGATE.** A corporation aggregate is one composed of a number of individuals vested with corporate powers; and a “corporation,” as the word is used in general popular and legal speech and as defined at the head of this title, means “corporation aggregate.” Black’s 6<sup>th</sup>. Compare corporation sole.

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**CORPORATION SOLE.** A corporation consisting of one person only, and his successors in some particular station, who is incorporated by law in order to give his successors in office some legal capacities and advantages, particularly that of perpetuity/ which in their natural persons they could not have had. In this sense the sovereign in England is a sole corporation, so is a bishop, so are some deans distinct from their several chapters, and so is every parson and vicar. A corporation sole consists of a single person, who is made a body corporate and politic, in order to give him some legal capacities and advantages and especially that of perpetuity; as a bishop, dean, etc. Black's 1<sup>st</sup>. Compare corporation aggregate.

**CORRUPTION.** An act done with an intent to give some advantage inconsistent with official duty and the rights of others. The act of an official or fiduciary person who unlawfully and wrongfully uses his station or character to procure some benefit for himself or for another person, contrary to duty and the rights of others." Black's 5<sup>th</sup>.

**CO-SURETIES.** Joint sureties; two or more sureties to the same obligation. Black's 4<sup>th</sup>. See surety, suretyship.

**CO-SURETY.** A surety who shares the cost of performing suretyship obligations with another. Black's 7<sup>th</sup>. See surety, suretyship.

**CO-SURETYSHIP.** See suretyship.

**COVIN.** A secret conspiracy or agreement between two or more persons to injure or defraud another. Black's 6<sup>th</sup>. A secret contrivance between two or more persons to defraud and prejudice another in his rights. Bouvier's 8<sup>th</sup>.

**COVINOUS.** Deceitful; fraudulent; having the nature of, or tainted by covin. Black's 6<sup>th</sup>."

**CREDIT.** The credit of an individual is the trust reposed in him by those who deal with him that he is of ability to meet his engagements; and he is trusted because through the tribunals of the country he may be made to pay.... Black's 1<sup>st</sup>. See Note.

**Note:** *"Credit" means belief. It comes from the Latin word credere: believe, trust. It is also inextricably linked with one's name. If one examines the above abstract from Black's 1<sup>st</sup>, the inherent fraudulent nature of the current credit system is abundantly clear: The only reason "trust" is reposed in anyone by the folks at the Federal Reserve is because an individual "can be made to pay/ via "the tribunals of the country," a type of transaction requiring no trust, with a built-in insurance policy for the con. Credit = belief - no substance = Federal Reserve Notes.*

**CREDITOR.** "Creditor" includes a general creditor, a secured creditor, a lien creditor and any representative of creditors, including an assignee for the benefit of creditors, a trustee in bankruptcy, a receiver in equity and an executor or administrator of an insolvent debtor's or assignor's estate. UCC 1-201(12). See Note.

**Note:** *Each type of "representative of creditor" listed above is, in itself, a precise description of Secretary of the Treasury, who is the official receiver in bankruptcy over the bankrupt US*

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*Government (Reorganization Plan No. 26 (1950), 5 U.S.C.A 903, Public Law 94-564, Legislative History, page 5967). Such also describes the underlings of Secretary of the Treasury, one of whom is the Commissioner of Internal Revenue. In law (the most senior form of codified law on the planet is the UCC) there are only two kinds of people: Debtors and Creditors. The same is true in any statutory court. Judges and attorneys are also included in this definition. "Creditor," per the Internal Revenue Code, also means "employer." See Note at employer.*

**DE FACTO.** In fact, in deed, actually. This phrase is used to characterize an officer, a government, a past action, or a state of affairs which must be accepted for all practical purposes, but is illegal or illegitimate. Thus, an office, position or status existing under a claim or color of right such as a de facto corporation. Black's 6th. Compare de jure. See Note, color, color of law.

**Note:** *The US Government is a de facto corporation (bankrupt/insolvent).*

**DE JURE.** [Law Latin "as a matter of law"! Existing by right or according to law. Black's 7<sup>th</sup>. Descriptive of a condition in which there has been total compliance with all requirements of law. Of right; legitimate; lawful; by right and just title. In this sense it is the contrary of de facto. Black's 6th. Compare de facto.

**DEBT.** Not defined in the UCC.

**DEBTOR.** "Debtor" means any of the following: (A) A person having an interest, other than a security interest or other lien, in the collateral, whether or not the person is an obligor; (B) A seller of accounts, chattel paper, payment intangibles, or promissory notes. (C) A consignee. UCC 9-102(a)(28). A person or business that owes money or is otherwise obligated to another party. WSUG. See Note, location of debtor.

**Note:** *Your straw man fits in (A) above. A debtor is as enslaved as he is obligated. The Federal Reserve issued credit to the United States government against the (all- capital-letters) TRADE NAME of your straw man shortly after the birth of the two of you (see birth), thus incurring the obligation to repay the credit (Federal Reserve Notes) that was loaned. However, since the straw man has no body and no means of repaying anything, the burden becomes yours as the physical recipient of all the "benefits" (transmitting-utility benefits) that have been bestowed upon you throughout your entire life in exchange for the government's use of your TRADE NAME. Your straw man's all-caps TRADE NAME is referenced above as "your" name only because it is a piece of property that you own (but legal title is held by government before Redemption). Your straw man's TRADE NAME is an artifice existing only by force of/in contemplation of law and neither references you, nor identifies you. Your "true name" (see true name), written in accordance with the rules of English grammar, more closely identifies you, but is still only another piece of property. See appellation.*

**DEFAULT.** The omission or failure to fulfill a duty, observe a promise, discharge an obligation, or perform an agreement. In practice. Omission; neglect or failure. When a defendant in an action at law omits to plead within the time allowed him for that purpose, or fails to appear on the trial, he is said to make default, and the judgment entered in the former case is technically called a "judgment by default." Black's 1<sup>st</sup>. See defaulter, defendant.

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**DEFAULT.** The neglect to perform a legal obligation or duty; but in technical language by default is often understood the non-appearance of the defendant within the time prescribed by law, to defend himself; it also signifies the non-appearance of the plaintiff to prosecute his claim.

2. When the plaintiff makes default, he may be nonsuited; and when the defendant makes default, judgment by default is rendered against him. Com. Dig. Pleader, E 42 Id. B 11. Vide article Judgment by Default, and 7 Vin. Ab. 429; Doct. Pl. 208 Grah. Pr. 631. See, as to what will excuse or save a default, Co. Litt. 259 b. Bouvier's 4th

**DEFAULT,** contracts, torts. By the 4th section of the English statute of frauds, 29 Car. H., c. 3, it is enacted that "no action shall be brought to charge the defendant upon any special promise to answer for the debt, default, or miscarriage of another person, unless the agreement," &c., "shall be in writing," &c. By default under this statute is understood the non-performance of duty, though the same be not founded on a contract. 2 B. & A. 516. Bouvier's 4th

**DEFAULTER.** One who makes default. One who misappropriates money held by him in an official or fiduciary character, or fails to account for such money. Black's 1<sup>st</sup>.

**DEFENDANT.** "Defendant" includes a person in the position of defendant in a cross-action or counterclaim. UCC 1-201(13). See action, setoff.

**DELIVERY.** With respect to instruments, documents of title, chattel paper or certificated securities means voluntary transfer of possession. UCC 1-201(14); a voluntary transfer of title or possession from one party to another; a legally recognized handing-over of one's possessory rights to another. Where actual delivery would be cumbersome or impossible, the courts will find a constructive delivery sufficient, provided the intention is clearly to transfer title. Barron's 3<sup>rd</sup>. See Note, pledge.

**Note:** *Did your mother "voluntarily" "deliver" you into the warehouse district/county? Another delivery occurs when the US Government accepts the document of title (birth certificate) associated with the TRADE NAME/sovereign newborn is pledged/ transferred by written indorsement, receiving in return a birth "certificate" (i.e. token)/ warehouse receipt/field warehouse receipt as evidence of said delivery/pledge/ deposit/transfer. The UCC authorizes your mother to do this as your representative at Section 3-402.*

**DENIAL.** A traverse in the pleading of one party of an allegation of fact set up by the other; a defense.... Black's 4<sup>th</sup>. See traverse, traverser.

**DEPOSIT ACCOUNT.** "Deposit account" means a demand, time, savings, passbook, or similar account maintained with a bank. The term does not include investment property or accounts evidenced by an instrument. UCC 9-102(a)(29).

**DIGNITY.** In English law. An honor; a title, station, or distinction of honor. Dignities are a species of incorporeal hereditaments, in which a person may have a property or estate. Black's 1<sup>st</sup>. n. 1. The state of being noble; the state of being dignified. 2. An elevated title or position. 3.



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A person holding an elevated title; a dignitary. 4. A right to hold a title of nobility, which may be hereditary or for life. Black's 7<sup>th</sup>.

**Note:** *An attorney's English title of nobility comes from his/her "dignity."*

**DISCHARGE.** The opposite of charge; hence to release; liberate; annul; unburden; disencumber. In the law of contracts. To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. Discharge is a generic term; its principal species are rescission, release, accord and satisfaction, performance, judgment, composition, bankruptcy, merger... Black's 1<sup>st</sup>. To satisfy or dismiss the obligations of contract or debt; the method by which a legal duty is extinguished. BDLT, 1983. See Note.

**Note:** *Because of the bankruptcy of the US Government, as memorialized in House Joint Resolution 192 of June 5, 1933 (HJR-192), it is no longer possible to pay off/extinguish debts. We used to be able to pay debts using specie (gold and silver coin), but that was declared against public policy in HJR-192. Now we can only "discharge" debts by passing debt paper (Federal Reserve Notes) as "legal tender."*

**DISHONOR.** A term applied to the non-fulfillment of commercial engagements. To dishonor a bill of exchange or promissory note, is to refuse or neglect to pay it at maturity. Bouvier's 8<sup>th</sup>. In mercantile law and usage. To refuse or decline to accept a bill of exchange, or to refuse or neglect to pay a bill or note at maturity. A negotiable instrument is dishonored when it is either not paid or not accepted, according to its tenor\*, on presentment for that purpose, or without presentment, where that is excused. Civil Code Cal. § 3141. Black's 1<sup>st</sup>. By the tenor of an instrument signifies the true meaning of the matter therein contained. Cowell. Bouvier's 8<sup>th</sup>.

**DISPUTABLE PRESUMPTION.** A species of evidence that may be accepted and acted upon when there is no other evidence to uphold contention for which it stands; and when evidence is introduced supporting such contention, evidence takes place of presumption, and there is no necessity for indulging in any presumption. A rule of law to be laid down by the court, which shifts to the party against whom it operates the burden of evidence merely^ Black's 6<sup>th</sup>. See Note, rebuttable presumption, presumption, legal fiction.

**Note:** *Right to legal title of your straw man is a disputable/rebuttable presumption that was presumed by the US Government, and can be successfully disputed/ rebutted. No one holds a higher claim re title of your TRADE NAME than you, because you comprise the sole source of its existence and have acted as surety for its misadventures since you attained the age of majority and became legally responsible for your own actions.*

**DISTRICT OF COLUMBIA (D.C.).** A territory situated on the Potomac River, and being the seat of government of the United States. It was originally ten miles square, and was composed of portion of Maryland and Virginia ceded by those states to the United States; but in 1846 the tract coming from Virginia was retroceded. Legally it is neither a state nor a territory, but is made subject, by the constitution, to the exclusive jurisdiction of congress. Black's 1<sup>st</sup>. A portion of the country, originally ten miles square, which was ceded to the United States by the states of

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Virginia and Maryland, over which the national government has exclusive jurisdiction. Bouvier's 8<sup>th</sup>. See United States. See Note.

**Note:** *A municipal corporation, incorporated February 21, 1871 (16 Stat. 419, Chap. LXII, 41<sup>st</sup> Congress, 3<sup>rd</sup> Session, "An Act to provide a Government for the District of Columbia") [Reorganized June 8, 1878 (20 Stat. 102, Chap 180, 45<sup>th</sup> Congress, 2<sup>nd</sup> Session, "An Act providing a permanent form of government for the District of Columbia").*

**DOCUMENT.** "Document" means a document of title or a receipt of the type described in subdivision (2) of Section 7201. UCC 9-102(a)(30). See Note.

**Note:** *A birth certificate is a document of title for a TRADE NAME. A "receipt of the kind described in subdivision (2) of Section 7-201" is a warehouse receipt. Therefore, a birth certificate—a document of title—is a warehouse receipt. See UCC 7-202.*

**DOCUMENT OF TITLE.** "Document of title" includes bill of lading, dock warrant, dock receipt, warehouse receipt, or order for delivery of goods... evidencing that the person entitled under the document...has the right to receive, hold and dispose of the document and the goods it covers. UCC 1-201(15). See Note, title.

**Note:** *A birth certificate qualifies as a document of title because it is both a warehouse receipt and a dock receipt.*

**DRAFT.** An order in writing directing a person other than the maker to pay a specified sum to a named person...Drafts may or may not be negotiable instruments, depending on whether the elements of negotiability are satisfied. Draft is synonymous with bill of exchange. Barron's 3<sup>rd</sup>. "Draft" means a draft as defined in Section 3-104 or an item, other than an instrument\*, that is an order. UCC 4-104(7). An instrument is a "note" if it is a promise, and is a "draft" if it is an order. UCC 3-104(e). Compare sight draft. "Instrument" means a negotiable instrument. UCC 3-104(b).

**DRAWEE.** "Drawee" means a person ordered in a draft to make payment. UCC 3-103(2). One to whom a bill of exchange or a check directs a request to pay a certain sum of money specified therein. In the typical checking account situation, the bank is the drawee, the person writing the check is the maker or drawer, and the person to whom the check is written is the payee. Barron's 3<sup>rd</sup>. Compare acceptor. See Note.

**DRAWER.** "Drawer" means a person who signs or is identified in a draft as a person ordering payment. UCC 3-103(3). See Note.

**Note:** *When you sign a check, you are the drawer and you are ordering your bank, the drawee, to pay a sum certain to the order of the payee.*

**DROIT.** (drwah or droyt). [French "right" ] 1. A legal right or claim. 2. The whole body of law. Black's 7<sup>th</sup>. See droit-droit.

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**DROIT-DROIT.** (drwah-drwah), n. [Law French “double right”] Hist. The unification of the right of possession with the right of property. — Also termed jus duplicatum; dreit dreit. Black’s 7<sup>th</sup>. See Note. Compare absolute rights.

**Note:** *As with the cestui que trust this term also comes to us from Norman French attorneys. You have had the “right of possession” of your juristic, straw-man TRADE NAME your entire life, but you have been denied title (the name as property) because it is held in custody elsewhere (State Registrar). The process contained herein unites right of possession with right to hold your property (TRADE NAME).*

**DULOCRACY.** (d[y]oo-lok-r-see), n. [fr. Greek doulos “servant” + kratein “to rule”] A government in which servants or slaves have so many privileges that they essentially rule. — Also spelled doulocracy. Black’s 7<sup>th</sup>. Compare mixed war.

**DUMMY.** n. One who purchases property and holds legal title for another, usually to conceal the identity of the true owner; a straw man. adj. Sham; make-believe; pretended; imitation. Person who serves in place of another, or who serves until the proper person is named or available to take his place (e.g. dummy corporate officers; dummy owners of real estate). Black’s 6<sup>th</sup>. See Note, dummy corporation.

**Note:** *Your straw man is a dummy and “serves in the place of another”: you. When the straw man’s TRADE NAME is called in court and you answer up, you become the “proper person” and are “available to take his place,” and do. This is how the switch takes place. See in propria persona.*

**DUMMY CORPORATION.** Corporation formed for sham purposes and not for conduct of legitimate business; e.g. formed for sole reason of avoiding personal liability. Black’s 6<sup>th</sup>. See Note.

**Note:** The United States government formed the dummy corporation identified as your TRADE NAME (with neither your mother’s, nor your, knowledge/consent) for the purpose of making you personally liable for repayment of loans of credit from the Federal Reserve.

**E.G.** (L exemp/rgratia) for example. ACED.

**EID NUMBER.** See Note.

**Note:** *“EID Number” is a unique numerical identifier bearing similarity with Employer Identification Number, “EIN,” and Social Security Account Number, “SSAN.” Just as IRS and state tax agencies denote the dash-less SSAN (e.g. 123456789) as the “Account Number” and “Case Number,” we insert a single dash after the fourth digit and call it the E/D Number (e.g. 1234-56789). Once you achieve standing as creditor over your straw-man-debtor TRADE NAME, you also acquire standing as “employer” because you, as creditor, are accorded the same standing as any other creditor. It is not unfeasible to consider your straw man’s Social Security Account Number, with a single, repositioned dash, as a unique “EID Number” for you, the new “employer.”*

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**EMPLOYEE.** For purposes of this chapter, the term “employee” includes an officer, employee, or elected official of the United States, a State, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing. The term “employee” also includes an officer of a corporation. Internal Revenue Code, Sec. 3401(d) Subtitle C.

**EMPLOYER.** For purposes of this chapter, the term “employer” means the person for whom an individual performs or performed any service, of whatever nature, as the employee of such person, except that... (1) if the person for whom the individual performs or performed the services does not have control of the payment of the wages for such services, the term “employer” means the person having control of the payment of such wages....” Internal Revenue Code Sec. 3401(d) Subtitle C.

**EMPLOYER IDENTIFICATION NUMBER.** See EID Number.

**ENS LEGIS.** L. Lat. A creature of the law; an artificial being, as contrasted with a natural person. Applied to corporations, considered as deriving their existence entirely from the law. Black's 4<sup>th</sup>. See Note.

**Note:** *This is a precise legal description of the all-capital letters-named, straw-man TRADE NAME.*

**EQUITY.** [ME equite, t. L: m.s. aequitas equity, justice] Law. a. the application of the dictates of conscience or the principles of natural justice to the settlement of controversies, b. a system of jurisprudence or a body of doctrines and rules developed in England and followed in the United States, serving to supplement and remedy the limitations and the inflexibility of the common law.... ACED. most generally, “justice.” Historically, “equity” developed as a separate body of law in England in reaction to the inability of the common law courts, in their strict adherence to writs and forms of action, to entertain or provide a remedy for every injury. The King therefore established the high court of chancery, the purpose of which was to administer justice according to principles of fairness in cases where the common law would give no or inadequate redress. Equity law, to a large extent, was formulated in maxims, such as “equity suffers not a right without a remedy,” or “equity follows the law,” meaning that equity will derive a means to achieve a lawful result when legal procedure is inadequate. Equity and law are no longer bifurcated<sup>[2]</sup> but are now merged in most jurisdictions, though equity jurisprudence and equitable doctrines are still independently viable. Barron's 3<sup>rd</sup>. See Note.

**Note:** *This is a very nobly described and apparently altruistic form of law, and may have even been so at one time. Today, equity has much more insidious implications because it is founded entirely on the “conscience of the court,” i.e. literally whatever the judge wants to do. See admiralty law, vice^admiralty courts, Note at barratry.*

**ESCROW.** [ME < AF escro(u)we < OF escro(u)e scroll] A written instrument, such as a deed, temporarily deposited with a neutral third party, the escrow agent, by the agreement of two

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parties to a valid contract. The escrow agent will deliver the document to the benefited party when the conditions of the contract have been met. The depositor has no control over the instrument in escrow. In common law, escrow applied to the deposits of instruments for conveyance of land, but now it applies to all instruments so deposited. Money or property so deposited is also loosely referred to as escrow. Barron's 3<sup>rd</sup>.

**ESQUIRE.** [ME esquire, esquire, squire, fr. MF escuier, esquire shield bearer, squire, fr. LL scutarius, fr. L scutum shield + arius -ary; akin to OHG sceida sheath] A member of the English gentry ranking immediately below a knight. Webster's Third New International Dictionary of the English Language Unabridged. 1976. A man belonging to the higher order of English gentry, ranking immediately below a knight.... Applied to various officers in the service of a king... In the U.S. the title belongs officially to lawyers... OED. Originally, a shield-bearer or armor-bearer, an attendant on a knight; in modern times, a title of dignity next in degree below knight and above gentleman. Webster's Revised Unabridged College Dictionary. In English law. A title of dignity next above gentleman, and below knight. .. Black's 1<sup>st</sup>. See "The Truth About Esquires" in Part I (Section 2) of this Manual for a full expose.

**ESTOP.** To stop, bar, or impede; to prevent; to preclude. Black's 1<sup>st</sup>.

**ESTOPPEL.** Party is prevented by his own acts from claiming a right to detriment of other party who was entitled to rely on such conduct and has acted accordingly. An estoppel arises when one is concluded and forbidden by law to speak against his own act or deed.... Estoppel is a bar or impediment which precludes allegation or denial of a certain fact or state of facts, in consequence of previous allegation or denial or conduct or admission, or in consequence of a final adjudication of the matter in a court of law. It operates to put party entitled to its benefits in same position as if thing represented were true.... Estoppel is or may be based on...actual or constructive fraudulent conduct, admissions or denials by which another is induced to act to his injury, agreement on and settlement of facts by force of entering into contract, concealment of facts. Black's 5<sup>th</sup>.

**ETSEQ.** An abbreviation for et sequentia, "and the following." Thus a reference to "p. 1, et seq.," means "page first and the following pages." Black's 1<sup>s</sup>.

**EX PARTE.** One side only; by or for one party; done for, in behalf of, or on the application of. one party only. Black's 1<sup>st</sup>.

**FAULT.** In the civil law. Negligence; want of care. An improper act or omission, injurious to another and transpiring through negligence, rashness, or ignorance. There are three degrees of faults,— the gross, the slight, and the very slight fault. The gross fault is that which proceeds from inexcusable negligence or ignorance; it is considered as nearly equal to fraud. The slight fault is that want of care which a prudent man usually takes of his business. The very slight fault is that which is excusable, and for which no responsibility is incurred. Black's 1<sup>st</sup>.

**FEDERAL.** Of or pertaining to, or founded upon and organized by a compact or act of union between separate sovereign states, as (1) by a league for common interest and defense as regards external relations, the internal sovereignty of each member remaining unimpaired, as the

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Hanseatic League or the German Confederation; or (2) by a permanent act of union founded on the consent of the people duly expressed, constituting a government supreme within the sphere of the powers granted to it by that act of union, as the United States of America. - The constitution of the United States of America is of a very different nature than that of the German Confederation. It is not merely a league of sovereign States for their common defence against external and internal violence, but a supreme federal government or compositive State, acting not only upon the sovereign members of the Union, but directly upon all its citizens in their individual and corporate capacities. Wheaton Elements International Law § 52, p. 78 [L. B. & CO. '66] - From 1776 to 1789 the United States were a confederation; after 1789 it was a federal nation. A Standard Dictionary of the English Language. Funk & Wagnalls Company. 1903. See Note.

**Note:** *Observe the last two entries above for what they reveal and confirm: (1) that it than 1866 (date of publication of Elements international a private (“individual”) and corporate capacity. This is the essence of the difference between true name and TRADE NAME, flesh-and- blood man and straw man; and (2) the several States were nations/countries unto themselves—and referenced in the plural—between 1776 and 1789, but following the unanimous adoption of the Constitution (Rhode Island was last to adopt, May 20, 1790) they were unified into a single federal nation and spoken of in the singular.*

**FEDERAL INSURANCE CONTRIBUTIONS ACT (F.I.C.A.).** See “The Curse of Co-Suretyship” in Part I of this manual, insurance, contribution, Ponzi scheme.

**FEDERAL RESERVE NOTE.** The highest example of a commercial lien is a Federal Reserve Note, commonly found in commercial circulation, and is a commercial lien upon the labor and industry of all Americans by the International Banking System. The Fundamental Principles and Processes of Commercial Law, by Hartford VanDyke. See Note.

**Note:** *The monetary unit for most of the world’s trade, Federal Reserve Note, “FRN,” is not defined in law dictionaries, though the former “United States Notes” are. FRNs are commercial, military\*, private, Federal Reserve reinsurance\*\* scrip\*\*\*. They are permanently unfulfilled, irredeemable, evidence of debt. All FRNs are loaned/borrowed into existence. It is a closed system and, as in the board game, Monopoly™, bankruptcies are inevitable. Only the principal amount is loaned/borrowed into circulation. However, because interest payments must be tendered, the only source for these payments is the original principal amount, thereby making it mathematically impossible to ever pay off the total debt of principal plus interest. More FRNs must be borrowed into circulation in order to make interest payments and yet still be able to retire the principal amount of the original loan, thus pushing the borrower further into debt; a never-ending, ever-worsening cycle. Federal Reserve notes are “promises to pay,” as described above, but they are corporate promises to pay. There is no such thing as “personal income.” For a comprehensive technical treatment of the nature of Federal Reserve notes see “A Memorandum of Law” in Appendix. See Monopoly™.*

‘**military.** Pertaining to war or to the army; concerned with war. Black’s 6<sup>th</sup>. See Note.

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**Note:** *The Amendatory Act (March 9, 1933) to the Trading With the Enemy Act of October 6, 1917—namely the Emergency Banking Relief Act of March 9, 1933—defined the American people as the enemy, legally, of the United States Government because of the US bankruptcy, through which the private, international Federal Reserve System “became the Government” (creditor of United States). See “Ramifications of the Bankruptcy - The Nature of Federal Reserve Notes” in Appendix. ^reinsurance, sharing of risk among insurance companies. Part of the insurer’s risk is assumed by the other companies in return for part of the premium fee paid by the insured. By spreading the risk, reinsurance allows an individual company to take on clients whose coverage would be too great a burden for one insurer to carry alone. Barron's Dictionary of Finance and Investment Terms. 1991. See Note.*

**Note:** *For a comprehensive treatment of how you have become the “reinsurer” of loans of FRNs, and a chapter of American History that is not taught in schools, see “Ramifications of the Bankruptcy - The Nature of Federal Reserve Notes” in Appendix. \*\*reinsure. To insure under a contract by which a first insurer relieves himself from a part or from all of the risk and devolves it upon another insurer. ACED. See Note.*

**Note:** *See “Ramifications of the Bankruptcy - The Nature of Federal Reserve Notes” in Appendix. \*\*\*scrip. A certificate to be exchanged for goods, as at a company store. Webster’s. See Note.*

**Note:** *“Company store” = any place using FRNs/in US jurisdiction.*

**FEDERAL RULES OF CIVIL PROCEDURE.** The rules governing proceedings instituted in the U.S. District Courts. Black’s 7<sup>th</sup>.

**FEDERAL ZONE.** See Note.

**Note:** *The terms “in this state,” “this state,” and “State,”\* the two-capital-letter federal postal designation (CA, NY, TX, FL, etc.), and the five-digit ZIP (Zoning Improvement Plan) Code signify “United States” jurisdiction. See “in this state,” Senate Document No. 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session, District of Columbia, United States. Per California Revenue & Taxation Code §§ 6017, 11205, 17018, and 23034.*

**FEUDAL.** [< OHG fehida; c. OE faeþth enmity] Pertaining to feuds or fees; relating to or growing out of the feudal system or feudal law; having the quality of a feud, as distinguished from “allodial.” Black’s 1<sup>st</sup>. Compare allodial.

**FIAT.** [Latin “let it be done”] An order or decree, especially an arbitrary one. Black’s 7<sup>th</sup>.

**FICTITIOUS NAME.** A counterfeit, feigned, or pretended name taken by a person, differing in some essential particular from his true name, (consisting of Christian name and patronymic\*,) with the implication that it is meant to deceive or mislead. Black’s 4<sup>th</sup>. See Note.

\*patronymic. Name of the house/father/family; surname.

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**Note:** *Opposite of a “true name.” Your all-capital-letters, straw-man TRADE NAME is a fictitious name created by the bankrupt, corporate US Government at the time of your birth (see birth) and “wholly brought into separate existence” via the birth record/document. You have mistakenly believed that the fictitious, all-capital-letters TRADE NAME referenced/identified you when, in fact, it is only a piece of property (corporation; corporately colored) that is inextricably linked with you and your true name. The US Government presently holds legal title (original birth document) re the fictitious name, but title is easily recovered by your redemption of the document of title, i.e. the birth certificate. See legal fiction, capital letter, all-capital letters-written, idem sonans, artificial person, proper.*

**FIELD WAREHOUSE RECEIPT.** Document issued by warehouseman evidencing receipt of goods which have been stored. Such may be used as collateral for loans. Black’s 6<sup>th</sup>. See Note. Mil. a. A sphere of action or place of contest, b. A battleground. F&W.

**Note:** *The term “field” is a military term signifying battlefield. The county recorder issues a field warehouse receipt “evidencing receipt of goods [newborn baby] which have been stored” [delivered] in the warehouse [county]. The birth certificate is a field warehouse receipt and, as such, may be used as “collateral for loans.”*

**FILE NUMBER.** “File number” means the number assigned to an initial financing statement pursuant to subdivision (a) of Section 9519. UCC 9-102(a)(36).

**FILING OFFICE.** “Filing office” means an office designated in Section 9501 as the place to file a financing statement. UCC 9-102(a)(37).

**FINANCING STATEMENT.** “Financing statement” means a record or records composed of an initial financing statement and any filed record relating to the initial financing statement. UCC 9-102(a)(39). A document filed with the UCC office, or in some cases the county auditor, that details the money and/or goods pledged by one party to guarantee the fulfillment of an obligation to another party. WSUG.

**FIXTURE FILING.** “Fixture filing” means the filing of a financing statement covering goods that are or are to become fixtures and satisfying subdivisions (a) and (b) of Section 9502. The term includes the filing of a financing statement covering goods of a transmitting utility which are or are to become fixtures. UCC 9-102(a)(40).

**FIXTURES.** “Fixtures” means goods that have become so related to particular real property that an interest in them arises under real property law. UCC 9-102(a)(41).

**FLAG, LAW OF.** In maritime law. The law of that nation or country whose flag is flown by a particular vessel. “A shipowner who sends his vessel into a foreign port gives notice by his flag to all who enter into contracts with the master that he intends the law of that flag to regulate such contracts, and that they must either submit to its operation or not contract with him.” Black’s 4<sup>th</sup>. See Note.



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**Note:** *The law of flag pertains to the legal and lawful import or use of a non-verbal, symbolic notice defining jurisdiction and applicable law. The significance in admiralty and maritime jurisdictions is stated above in quotes and identifies the current legal system in America. This aspect of law more closely approaches the true essence of the nature and significance of “names” than any other. In a courtroom the judge wants to recognize only your “all-capital letters” flag (i.e. your corporately colored, juristic, TRADE-NAME flag). See trademark.*

**FRAUD.** An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that the shall act upon it to his legal injury. Any kind of artifice employed by one person to deceive another....A generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated. Black’s 5<sup>th</sup>. Fraud vitiates every transaction and all contracts. Indeed, the principle is often stated, in broad and sweeping language, that fraud destroys the validity of everything into which it enters, and that it vitiates the most solemn contracts, documents, and even judgments. Fraud, as it is sometimes said, vitiates every act, which statement embodies a thoroughly sound doctrine when it is properly applied to the subject matter in controversy and to the parties thereto and in proper forum. 37 American Jurisprudence 2d. Fraud. § 8.

**FRCP.** See Federal Rules of Civil Procedure.

**GENERAL.** Pertaining to or designating the genus or class, as distinguished from that which characterizes the species, or individual. Universal, not particularized; as opposed to special. Principal or central; as opposed to local. Open or available to all; as opposed to select. Obtaining commonly, or recognized universally; as opposed to particular. Universal or unbounded; as opposed to limited. Comprehending the whole; as distinguished from anything applying to or designated for a portion only. Black’s 1<sup>st</sup>. Compare special.

**GENERAL APPEARANCE.** An appearance for general purposes, which waives a party’s ability later to dispute the court’s personal jurisdiction. Black’s 7<sup>th</sup>.

**GENERAL INTANGIBLES.** “General intangibles” means any personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. The term includes payment intangibles and software. UCC 9-102(a)(a)(42).

**GENTILE**, adj. of or pertaining to any people not Jewish. ACED. n. A person who is not Jewish, esp. a Christian.... Webster’s. “The Torah outlawed the issue [offspring] of a Gentile as that of a beast.’ (Mik. viii [Talmud] referring to Ezek. I.e.)” Jewish Encyclopedia (1901) Vol. 5, page 621. See Note, goy, goyim, goods.

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**Note:** Per the Jewish Encyclopedia, and the Torah (first five Books of the Old Testament) by reference, Gentiles, i.e. non-Jews, are beasts.

**GOOD FAITH.** “Good faith” means honesty in fact and the observance of reasonable commercial standards of fair dealing. UCC 9-102(a)(43). See Note

**Note:** Good faith is sincere inner intent to be honest, truthful, and open in all aspects of a contract offered or being negotiated.

**GOODS.** “Goods” means all things that are movable when security interest attaches. The term includes ... (iii) the unborn young of animals, ... The term also includes a computer program embedded in goods and any supporting information provided in connection with a transaction relating to the program if (i) the program is associated with the goods in such a manner that it is customarily considered part of the goods, or (ii) by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods. The term does not include a computer program embedded in goods that consist solely of the medium in which the program is embedded. The term also does not include accounts, chattel paper, commercial tort claims, deposit accounts, documents, general intangibles, instruments, investment property, letter-of-credit rights, letters of credit, money, or oil, gas, or other minerals before extraction. UCC 9-102(a)(44). A term of variable content and meaning ... All things ... which are movable at the time of identification to the contract for sale ... , investment securities, and things in action. Also includes the unborn young of animals.... Black’s 6<sup>th</sup>. See Note.

**Note:** “*all things which are movable*” = newborn children; “*at the time the security interest attaches*” = birth, and execution/registration of the birth document/certificate; “*identification to the contract*” = newborn’s footprints and informer’s (mother’s) signature; “*contract*” = birth! certificate; “*things in action*” = human fetuses, newborn babies; “*unborn young of animals*” = human fetuses. According to STRONG’S, in goyim below, goyim = “animals.” According to the Jewish Encyclopedia in Gentile above, a Gentile is a beast. See field warehouse receipt, identification of goods, Gentile, goyim.

**GOY.** n. pi. goyim (goy'im), goys. Often disparaging, a non-Jewish person; gentile. Also, goi. [< Yiddish < Heb go/ people, non-Jews] Webster’s. See goyim, Gentile.

**GOYIM.** "...a foreign nation; hence a Gentile] also (fig.) a troop of animals, or a flight of locusts:— Gentile, heathen, nation, people." THE NEW STRONG’S EXHAUSTIVE CONCORDANCE OF THE BIBLE (1995). See Note, gov, Gentile.

**Note:** Literally, goyim means “nation.” It is also Jewish slang for “cattle” or “animals.” Per Jewish thinking there are only two nations in the world: the Jewish nation and the Gentile (non-Jewish) nation, i.e. goyim. See Gentile, goods.

**GUARANTOR.** One who makes a guaranty or gives security for a debt. • While a surety’s liability begins with that of the principal, a guarantor’s liability does not begin until the principal debtor is in default. Black’s 7 .

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**GUARANTY.** A promise to answer for the payment of some debt, or the performance of some duty, in case of the failure of another who is liable in the first instance. Black's 7<sup>th</sup>.

**HOLD-HARMLESS AGREEMENT.** A contract in which one party agrees to indemnify the other. Black's 7<sup>th</sup>.

**HOLDER.** The holder of a bill of exchange, promissory note, check, or other commercial paper, is the person who has legally acquired possession of the same, by endorsement or delivery, and who is entitled to receive payment of the instrument. Person who is in possession of a document of title or an instrument or an investment security drawn, issued or endorsed to him or to his order, or to bearer or in blank. Black's 6<sup>th</sup>. With respect to a negotiable instrument, means the person in possession if the instrument is payable to bearer or, in the case of an instrument payable to an identified person, if the identified person is in possession. "Holder," with respect to a document of title means the person in possession if the goods are deliverable to bearer or to the order of the person in possession. UCC 1-201(20). See holder in due course.

**HOLDER IN DUE COURSE.** A person who in good faith has given value for a negotiable instrument that is complete and regular on its face, is not overdue, and, to the possessor's knowledge, has not been dishonored. Black's 7<sup>th</sup>. In commercial law, a holder of an instrument who took it for value, in good faith, and without notice of any claim or defense against it [UCC 3-302(1)], and who can enforce the instrument free from all claims and personal defenses [UCC 3-305]. A payee may be a holder in due course. A holder does not become a holder in due course of an instrument by purchase of it at a judicial sale or by taking it under legal process, or by acquiring it in taking over an estate, or by purchasing it as part of a bulk transaction not in regular course of business of the transferor. A purchaser of a limited interest can be a holder in due course only to the extent of the interest purchased. Black's 6<sup>th</sup>. Compare bona fide purchaser. See Note.

**Note:** *A "holder" is not necessarily the holder in due course. Per the first definition above, you are the only one who can be the holder in due course of negotiable instruments bearing your straw man's TRADE NAME. In commercial law, the phrase "holder in due course" signifies the operation and standing of one with supreme and irrefutable claim on a negotiable instrument.*

**HOUSE JOINT RESOLUTION 192 OF JUNE 5, 1933.** "...Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency, which at the time of payment is legal tender for public and private debts ..." Public Law 73-10. See Note, and Note at escrow.

**Note:** *As a result of House Joint Resolution 192 of June 5, 1933 (HJR 192), a debt can no longer be "paid" because the only way lawful payment can be made— with gold/silver coin/currency—*

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*was made “illegal.” Since the new “legal tender” consists solely of private Federal Reserve Notes (FRNs), which are private commercial scrip representing debt, transference of such scrip between users merely “discharges” the relative debt between them. No matter how much exchange of FRNs transpires between users, the debt incurred in the creation of those FRNs still exists, and interest is still owed. For the “privilege” of receiving FRNs (instead of United States Notes) in one’s corporately colored TRADE NAME, one must pay a fine, as the surety of the TRADE NAME, called income tax, out of the supply of FRNs at one’s disposal, to the owners of the FRNs, the Federal Reserve Bank (FRB). The more FRNs one acquires—i.e. the more liability one accumulates—the more one is fined. Internal Revenue Service, unregistered foreign collection agency, private accountancy firm, and intelligence-gathering unit of the FRB, collects the fines.*

*How do FRNs come into existence? The sureties of the TRADE NAMES (“owners” of the birth certificates, i.e. American men and women) “borrow” credit via a pledge. How is the pledge actualized? By signing and promising to pay. Before the bankruptcy in 1933, money was backed by substance. After the Wizard (see Wizard of Oz, The) conned us out of our unalienable right to pay debts with gold (substance), and hence our sovereignty, there had to be something else to back the currency. The bankrupt US Government fabricated a juristic, mirror-image name from our true name (see transmitting utility), inscribed it on our birth certificate, used the birth certificate as a negotiable document of title (a security) for the newly created TRADE NAME and hypothecated our body, labor, and property (see hypothecate) with the Federal Reserve in exchange for credit, gave us transmitting-utility “benefits” in exchange for use of our property (the TRADE NAME), thereby hooking us into the cycle and obligating us, our labor, and our property as surety for the “loan”—all without our knowledge, and without our consent. In other words, the bankrupt federal government has hypothecated everything you own, including your labor, for credit (belief/air/FRNs) from the Federal Reserve. All wealth in the nation was nationalized (“legally” usurped) by the U.S. Government (see “Executive Order Outlawing Gold” in Appendix, and Senate Document No. 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session), people, as sureties for the TRADE NAME, were converted into chattel property, and juristic-name STRAW MAN was “wholly brought into separate existence” on our birth certificate and other subsequent documents, such as the Social Security card. The political-industrial society was then set up to run strictly via TRADE NAMES. One can now enjoy the benefits of the American industrial society (buying and selling) only in the TRADE NAME of one’s straw man. Before HJR 192 money represented substance. Now “money” represents debt because it is issued as “credit.” How does one obtain money now? By getting a “loan of credit” (belief/air) from the creditors in bankruptcy. How does one get such a loan? Simply by signing one’s signature on a “promise to pay.” The foundational instrument for all money—the endorsed document—is thereby created, and the FRB creditors issue the credit—purely an accounting procedure—against the pledged assets, i.e. you, your labor, and your property. The “lender” (FRB) has no stake and no risk in the process (see promissory note for exact text from the Federal Reserve publication).*

*Since the basis of all money-creation is the common signature and a “promise to pay,” this very process can be employed for one’s benefit when faced with a demand for payment/performance (called a “presentment”; see presentment), and is outlined in the Presentment Handling section in Part II of this manual.*

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*If one carefully reads through the legalese above in HJR 192, one can see that no obligee (the one who is owed money) can “require payment...in...a particular kind of coin or currency...” The fact that debts can be discharged through the use of FRNs does not also authorize an obligee to require payment in FRNs (and likewise any other particular/specific currency). When an artificial person requires that you pay in FRNs, he is in violation of HJR 192 and acting “against public policy.”*

**HUMAN BEING.** See monster. Ballentine’s Law Dictionary. 1930.

**HYPOTHECATE.** [“Hypotheca’ was a term of the Roman law, and denoted a pledge or mortgage.... “ Black’s 1st.] 1. To pledge to a creditor as security without delivering over; mortgage. 2. To put in pledge by delivery, as stocks given as security for a loan. ACED. To pledge something as security without turning over possession of it. Hypothecation creates a right in the creditor to have the thing pledged Sold in order that the claim may be satisfied out of the sale proceeds. Barron’s 3<sup>rd</sup>. To pledge a thing without delivering the possession of it to the pledgee. “The master, when abroad, and in the absence of the owner, may hypothecate the ship, freight, and cargo, to raise money requisite for the completion of the voyage....” Black’s 1<sup>st</sup>. See Note.

Note: Your body, labor, and property have been “put in pledge,” “mortgaged,” hypothecated to the Federal Reserve creditors courtesy of the US Government borrowing credit (Federal Reserve Notes) against your birth certificate. Your body, labor, and property comprise the substance (collateral) that guarantees repayment of the loan. The TRADE NAME of the straw man is derived from the birth certificate, which has the name inscribed on it, and is used as the security instrument in the transaction.

**IDEM SONANS.** (Latin): Sounding the same or alike; having the same sound. A term applied to names which are substantially the same, though slightly varied in the spelling, as “Lawrence” and “Lawrance,” and the like. Black’s 1<sup>st</sup>. See Note.

**Note:** *Your straw man’s TRADE NAME (in all-capital letters) sounds exactly like your true name (initial letters only capitalized) when spoken. When written, however, the two names represent two entirely different entities: One is a legal construct, the name of an artificial person under whose TRADE NAME you conduct business; the other is your true name and references and identifies you, and expresses your standing as a sovereign. Both names constitute property, however, and may be copyrighted under the common law. See fictitious name, all-capital letters-written, proper, artificial person.*

**IDENTIFICATION.** Proof of identity.... Black’s 6<sup>th</sup>. See identification of goods.

**IDENTIFICATION OF GOODS.** “...goods to which the contract refers even though the goods so identified are non-conforming... Such identification can be made at any time and in any manner explicitly agreed to by the parties. U.C.C. § 2-501. Black’s 6<sup>th</sup>. See Note.

**Note:** “Goods” = people; “contract” = birth certificate; “non-conforming” = the man or woman described on the original birth document/contract no longer conforms to the

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*identification factors (foot prints, eye color, hair color, height, weight, etc.) described on the original birth document/contract; "identification can be made at any time" = identification can be made at birth and at any time subsequent thereto; "in any manner explicitly agreed to by the parties" = any way you can be persuaded to accept the accusation and identify yourself with the name on the birth certificate. The mother is the party who usually signs the birth document in the box designated "informer" or "informant." Per Black's, an informer "prefers an accusation" (a criminal matter). This is the seminal incident of being "accused" of having/owning/being associated with an all-capital letters name. You "own" the straw man's name, but it neither references nor identifies you; the name that more closely references and identifies you is your true name. The U.S. Government holds the title of the TRADE NAME in the form of the original birth document until it is redeemed by you. See goods, informer, information, accusation. An abbreviation for "id est," that is; that is to say. Black's 6<sup>th</sup>.*

**IMPAIRING THE OBLIGATION OF CONTRACT.** A law which impairs the obligation of a contract is one which renders the contract in itself less valuable or less enforceable, whether by changing its terms and stipulations, its legal qualities and conditions, or by regulating the remedy for its enforcement. To "impair an obligation of a contract", within prohibition of Art. I, § 10, U.S. Const., is to weaken it, lessen its value, or make it worse in any respect or in any degree, and any law which changes the intention and legal effect of the parties, giving to one a greater and to the other a less interest or benefit, or which imposes conditions not included in the contract or dispenses with the performance of those included, impairs the obligation of the contract. A statute "impairs the obligation of a contract" when by its terms it nullifies or materially changes existing contract obligations." Black's 5<sup>th</sup>.

**IN BAR.** See bar.

**IN BLANK.** A term applied to the indorsement of a bill or note, where it consists merely of the indorser's name, without restriction to any particular indorsee.... Black's 1<sup>st</sup>. See blank indorsement.

**IN PERSONAM.** Lat: into or against the person. Barron's 3<sup>rd</sup>.

**IN PROPIA PERSONA.** In one's own proper person. Black's 1<sup>st</sup>. See proper, dummy.

**IN REM.** A technical term used to designate proceedings instituted against the thing, in contradistinction to personal actions, which are said to be in personam. Black's 1<sup>st</sup>.

**Note:** *All IRS proceedings and actions are in rem under admiralty law, by definition a subset of the UCC (see UCC 1-103).*

**"IN THIS STATE".** See Note, Federal Zone; Senate Document No. 43,73<sup>rd</sup> Congress, 1st Session; Conference of Governors, March 6,1933.

**Note:** *Per California Revenue & Taxation Code §§ 6017, 11205, 17018, and 23034, the terms "in this state," "this state," and "State" are defined for tax jurisdiction purposes as "District of Columbia" (a/k/a "United States"). Accordingly, "California" is not included in "this state"*

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*within the above-cited sections of the California Revenue & Taxation Code. The federal postal designation "CA," however, is included in "this state."*

**INDIRECT CONFESSION.** A confession that is inferred from the defendant's conduct. Black's 7<sup>th</sup>.

**INDIVIDUAL.** The term "individual" means a citizen of the United States..." 5 USC 552a(a)(2). See Note.

**INDORSEMENT.** "Indorsement" means a signature other than that as a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of (1) negotiating the instrument, (2) restricting payment of the instrument, or (3) incurring indorser's liability on the instrument, but regardless of the intent of the signer, a signature and its accompanying words is an indorsement unless the accompanying words, terms of the instrument, place of the signature, or other circumstances unambiguously indicate that the signature was made for a purpose other than indorsement. For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument. UCC 3-204(a). The act of a payee, drawee, accommodation indorser, or holder of a bill, note, check, or other negotiable instrument, in writing his name upon the back of the same, with or without qualifying words, whereby the property in the same is assigned and transferred to another. Black's 1<sup>st</sup>.

**INDORSER.** "Indorser" means a person who makes an indorsement. UCC 3-204(b). He who indorses; i.e. being the payee or holder, writes his name on the back of a bill of exchange, etc. Black's 1<sup>st</sup>.

**INDORSEE.** The person to whom a bill of exchange, promissory note, bill of lading, etc. is assigned by indorsement, giving him a right to sue thereon. Black's 1<sup>st</sup>.

**INFORMANT.** See informer.

**INFORMATION.** In practice. An accusation exhibited against a person for a criminal offense, without an indictment. An accusation in the nature of an indictment, from which it differs only in being presented by a competent public officer on his oath of office, instead of a grand jury on their oath.... In French Law. The act or instrument which contains the depositions of witnesses against the accused. Black's 1<sup>st</sup>. See Note.

**Note:** *The birth certificate fulfills all above definitions of an information.*

**INFORMER.** A person who informs or prefers\* an accusation against another, whom he suspects of the violation of some penal statute.... Black's 1<sup>st</sup>. See Note.

**'prefer.** To bring before; to prosecute; to try; to proceed with. Thus, preferring an indictment signifies prosecuting or trying an indictment.... Black's 6<sup>th</sup>.

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**Note:** *Flesh-and-blood men and women are ruled neither by penal statutes nor any other kind of Statute—unless they are acting as surety for the TRADE NAME, in which case they are held accountable exactly as it would be. Statutes obtain only in the case of artificial persons, such as corporations and corporately colored entities like the TRADE NAME. On some birth certificates the signatory is listed as “Informer” or “Informant,” a term that carries criminal implications^ Legally, a newborn is an undocumented enemy of the state, a public enemy, according to the Amendatory Act (March 9, 1933) to the Trading With the Enemy Act of October 6, 1917. Any such informer (usually the mother) is “informing” on—i.e. lodging a formal complaint/accusation by deposition and identification of—the baby. If an allcapital letters TRADE NAME appears on the document, the informer may also “prefer an accusation” that the name, as inscribed, is attached with the infant associated therewith. This can serve as the basis for any subsequent insistence that the all-capital-letters TRADE NAME directly concerns you, the flesh-and-blood man/ woman. See information, birth, accusation.*

**INSTRUMENT.** “Instrument” means a negotiable instrument or any other writing that evidences the right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary indorsement or assignment. The term does not include (i) investment property, (ii) letters of credit, or (iii) writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card. UCC 9-102(a)(47). An instrument is a “note” if it is a promise and is a “draft” if it is an order. If an instrument falls within the definition of both “note” and “draft,” a person entitled to enforce the instrument may treat it as either. UCC 3-104(e). “Instrument” means a negotiable instrument. UCC 3-104(b).

**INSURANCE.** n. 1. An agreement by which one party (the insurer) commits to do something of value for another party (the insured) upon the occurrence of some specified contingency; esp. an agreement by which one party assumes a risk faced by another party in return for a premium payment. 2. The amount for which something or someone is covered by such an agreement. Black’s 7<sup>th</sup>. A contract whereby, for an agreed premium, one party undertakes to compensate the other for loss on a specified subject by specified perils. Bouvier’s 8<sup>th</sup>. See Note.

**Note:** “*F.I.C.A.*” (*Federal Insurance Contributions Act*), i.e. *Social Security payroll tax*, is not an insurance policy in the name of the party paying the premiums. See “*The Curse of Co-Suretyship*” in Section 3 of Part I of this manual.

**INTER ALIA.** Lat.: among other things... Barron’s 3<sup>rd</sup>.

**INTERNAL REVENUE SERVICE (IRS).** “U.S.C., title 26, sec. 1164. (62) Puerto Rico special fund (Internal Revenue).” 73<sup>rd</sup> Congress, Session II, Chapter 756, June 26, 1934, Congressional Record, page 1234. “The United States of America, through undersigned counsel, hereby responds to the numbered paragraphs of plaintiffs complaint as follows:...

4. Denies that the Internal Revenue Service is an agency of the United States Government...” UNITED STATES’ ANSWER AND CLAIM, November 18, 1993, BETTY H. RICHARDSON, United States Attorney, Diversified Metal Products. Inc. T-Bow CompanyTrust, Internal Revenue Service, and Steve Morgan. See Note.



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**Note:** *As revealed above, IRS is domiciled in Puerto Rico under Secretary of the Treasury of Puerto Rico, a/k/a/ Secretary of the Treasury. IRS officers, agents, and employees are unregistered foreign agents, conducting business in America in violation of the Foreign Agents Registration Act of 1938. Per signed brief (referenced above) from the United States Attorney, IRS is not an agency of the U.S. Government.*

**INVESTMENT PROPERTY.** “Investment property” means a security, whether certificated or uncertificated, security entitlement; securities account, commodity contract, or commodity account. UCC 9-104(49).

**INVOLUNTARY SURETYSHIP.** See suretyship.

**JURAT.** [fr. Latin jurare “to swear”] A certification added to an affidavit or deposition stating when and before what authority the affidavit or deposition was made. • A jurat typically says “subscribed and sworn to before me this day of [month], [year]”... Black’s 7<sup>th</sup>.

**JURISTIC.** adj. ...Of or relating to law <a corporation is a typical example of a juristic person>. Black’s 7<sup>th</sup>. Pertaining or belonging to, or characteristic of, jurisprudence, or a jurist, or the legal profession. Black’s 4<sup>th</sup>. See Note, juristic person.

**Note.** *Your corporation-of-one, artificial-person straw man has a juristic TRADE NAME and pertains and belongs strictly to jurisprudence and is a juristic person.*

**JURISTIC PERSON.** See Note.

**Note:** *Black’s 7<sup>th</sup> mentions juristic person under the definition of “artificial person,” which is defined under “person”:*

**PERSON.** .... An entity (such as a corporation) having the rights and duties of a human being.... Black’s 7<sup>th</sup>..

**artificial PERSON.** An entity, such as a corporation, created by law and given certain legal rights and duties of a human being; a being, real or imaginary, who for the purpose of legal reasoning is treated more or less as a human being. — Also termed fictitious person: juristic person: legal person... Black’s 7<sup>th</sup>.

**Note:** *The legal definition of “human being” is conveniently missing from the law dictionary containing the above definitions. The difference between a human being and an artificial person has been so blurred—intentionally and legally—by those who enrich themselves at your expense via the legal system, that the two terms are so overlapped they are essentially indistinguishable. Treating people as numbers, corporations, etc. is the order of the day for governments, and the virulent hatred of mankind espoused by those who dominate the world has been legally justified through such the above “definitions.” See monster.*

**JUSTICIABLE.** Proper to being examined in courts of justice. Subject to action of court of justice. Black’s 4<sup>th</sup>. See Note:

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**Note:** *Matters strictly in the realm of common law and the UCC are not justiciable matters; they are pre-judicial, non-judicial matters of private, consensual contract.*

**KANGAROO COURT.** A sham legal proceeding in which a person's rights are totally disregarded and in which the result is a foregone conclusion because of the bias of the court or other tribunal. Black's 5<sup>th</sup>.

**"KOL NIDRE" ('-pr >d).** "...the opening prayer recited on the eve of Yom Kippur\*, containing a declaration of the annulment of personal vows and oaths." AHD. "All vows, obligations, oaths, and anathemas\*\*, whether called 'konam,' 'konas,' or by any other name, which we may vow, or swear, or pledge, or whereby we may be bound, from this Day of Atonement until the next (whose happy coming we await), we do repent. May they be deemed absolved, forgiven, annulled and void, and made of no effect; they shall not bind us nor have power over us. The vows shall not be reckoned vows; the obligations shall not be obligatory; nor the oaths be oaths." Jewish Encyclopedia (1901), Vol. V, page 539. See Note.

\*yom KIPPUR. The Jewish Day of Atonement, a holiday marked by prayer and fasting, celebrated in late September or in October. The Doubledav Dictionary (1975).

\*\*anathema. A formal ecclesiastical ban or curse; also, any curse. Funk & Wagnalls New College Standard Dictionary (1947).

**Note:** *"Kol Nidre" is Hebrew for "all vows." Per the Jewish Encyclopedia, any Jew invoking the prayer of "Kol Nidre" forswears all oaths, vows, obligations, etc. that will be taken in the coming year, thereby absolving himself in advance for dishonoring his sworn oath/word. Children have a similar ritual for playing games wherein a child will cross his fingers and then hide his hand behind his back before giving his word/promising something. When confronted about the truth of his sworn statement, the child reveals that he had his fingers crossed and therefore was under no obligation to tell the truth at the time the oath/vow was given. Potentially extremely dangerous consequences are afoot when dealing with someone who has taken the prayer of "Kol Nidre"—such as in a courtroom when one is dealing with judges, prosecutors, plaintiffs, and attorneys, as well as in any other honor- contingent, trust-dependent situation—because such devotees essentially have a self-issued license for lying, bearing false witness, and ignoring obligations; thus, the door is wide open for duplicity, deceit, and betrayal. However, adherents of this practice are nevertheless dependent upon its general unknownness for profiting from its application. Masons, also known to inhabit courtrooms, have a similar dishonor of oaths (by the same name) that is called into action for assisting and protecting fellow Masons in legal matters (Masonic Handbook, page 183). Re the Jewish Day of Atonement, Yom Kippur: as revealed in a comparative article on Islam, Christianity, and Judaism appearing in the September 24, 2001 edition of the Los Angeles Times entitled "Articles Of the Faiths," Jews make amends and ask forgiveness (for the purpose of restoring relations) only with other Jews, i.e. "by being reconciled with each other, Jews are reconciled with God."*

**LAW MERCHANT.** A system of customary law that developed in Europe during the Middle Ages and regulated the dealings of mariners and merchants in all the commercial countries of the world until the 17<sup>th</sup> century. Many of the law merchant's principles came to be incorporated into

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the common law, which in turn formed the basis of the Uniform Commercial Code. — Also termed commercial law, *lex mercatoria*. Black's 7<sup>th</sup>.

**LAW OF NATIONS.** A system of rules and principles established among nations, and intended for the regulation of their mutual intercourse; otherwise called "international law." Black's 1<sup>st</sup>.

**LAW OF NATURE.** See natural law.

**LAW OF THE FLAG.** See flag, law of.

**LAW OF THE LAND.** Due process of law. Black's 1<sup>st</sup>.

**LEGAL FICTION.** Something assumed in law to be fact irrespective of the truth or accuracy of that assumption. Example: the legal fiction that a day has no fractions -- *Fields V. Fairbanks North Star Borough*, 818 P.2d 658(1991). Merriam-Webster's Dictionary of Law. 1996. n. A presumption of fact assumed by a court for convenience, consistency or to achieve justice. There is an old adage: ^Fictions arise from the law, and not law from fictions. The Real Life Dictionary of the Law. A legal fiction is an assumption\*\* that something that is (or may be) false or nonexistent is true or real. Legal fictions are assumed or invented to help do justice. For example, bringing a lawsuit to throw a nonexistent "John Doe" off your property used to be the only way to establish a clear right to the property when legal title was uncertain. Oran's Dictionary of the Law. See Note.

\*assume. 1. To take up or take responsibility for; to receive; to undertake. See assumption. 2. To pretend. 3. To accept without proof. Oran's Dictionary of the Law.

\*\*assumption. Formally transforming someone else's debt into your own debt. Compare with guaranty. The assumption of a mortgage usually involves taking over the seller's "mortgage debt" when buying a property (often a house). Oran's Dictionary of the Law.

**Note:** *Per the dictionary, a fiction is something created by the imagination. In the field of law, judges have used their imagination to develop an artifice that allows them to call the truth a lie, and a lie the truth. This particular type of fiction is termed a "legal" fiction because it was fabricated within the legal profession; essentially, it is the "Doctrine of Pretending." Judges operate their court based on "let's pretend" and do so with license, but without the inconvenience of having to inform you of what they have decided to pretend. Judges live in an artificial world based on pretense, lies, and deceit, and are professional dissemblers\*\*\*. A legal fiction is an assumption of purported fact without having shown the fact to be true/valid, i.e. an acceptance with no proof. If one does not wish to be the victim of such chicanery one must forever be on guard to challenge/rebut a judge's arbitrary presumptions and assumptions, such as the all-caps TRADE NAME. Also, there is a widespread misconception that a corporation is a "legal fiction." A corporation is not a legal fiction; rather, it is a "legal fact," but a fictitious entity nevertheless.*

\*\*\***DISSEMBLE.** To conceal or disguise the true nature of (intentions, feelings, etc.) so as to deceive.... To conceal one's true nature, intentions, etc.; act hypocritically. F&W.

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**LEGAL NAME.** A person's full name as recognized in law, consisting of a first name (usu. given at birth or at a baptism or christening) and a last name (usu. a family name). Black's 7<sup>th</sup> (under "name").

**Note:** *One's "legal name" is the name of the legal person "recognized in law." The only names recognized in law are those of artificial persons and are written in all capital letters. Your straw man's TRADE NAME is your true name corrupted into an all-capital-letters format.*

*"Recognized in law" = existing by force of, or in contemplation of, law = legal name = juristic name = juristic person = artificial person.*

**LEVY.** n. 1. The imposition of a fine or tax; the fine or tax so imposed. 2. The enlistment of soldiers into the military; the soldiers so enlisted. 3. The legally sanctioned seizure and sale of property; the money obtained from such a sale. vb. 1. To impose or assess (a fine or tax) by legal authority. 2. To enlist for service in the military. 3. To declare or wage (a war). 4. To take or seize property in execution of a judgment. Black's 7<sup>th</sup>.

**LICENSE.** In international law. Permission granted by a belligerent state to its own subjects, or to the subjects of the enemy, to carry on a trade interdicted by war. In Governmental Regulation. Authority to do some act or carry on some trade or business, in its nature lawful but prohibited by statute, except with the permission of the civil authority or which would otherwise be unlawful. Bouvier's 8<sup>th</sup>. When the power is exercised by municipal corporations, a license is the requirement by the municipality, of the payment of a certain sum by a person for the privilege of pursuing his profession or calling, whether harmful or innocent, for the general purpose of producing a reliable source of revenue. Bouvier's 8<sup>th</sup>. A license fee is a tax. Bouvier's 8<sup>th</sup>. In the law of contracts. A permission, granted by a competent authority, conferring the right to do some act which without such authorization would be illegal, or would be a trespass or tort. Also the written evidence of such permission. Black's 1<sup>st</sup>. A permit, granted by an appropriate governmental body, generally for a consideration, to a person, firm, or corporation to pursue some occupation or to carry on some business subject to regulation under the police power. A license is not a contract between the state and the licensee, but is a mere personal permit. Black's 6<sup>th</sup>. A revocable permission to commit some act that would otherwise be unlawful. Black's 7<sup>th</sup>. See Note. Compare *marque*, *mark*, *Mark of the Beast*.

**Note:** *Government has, via licensing, statutorily outlawed working and exchanging with others—i.e. the process of surviving—except as a privilege. Privileges can be denied, suspended, and revoked. Licenses are issued only in the name of the artificial-person TRADE NAME. When one applies for a driver license one is doing so in the name of the straw man, and one is also affirming/attesting that the straw man is a "driver" (a special commercial status) involved in the "transportation of persons or property for hire or compensation," an occupation that is a subject of regulation under the police power. Police seek to enforce/maintain "person control."*

**LIEN.** [*L* ligament tie, bandage] A qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or the performance of some act. Black's 1<sup>st</sup>. A claim, encumbrance, or charge on property for payment of some debt, obligation or duty. Black's 6<sup>th</sup>. "A fine imposed pursuant to the provisions of subchapter C of chapter 227 of this title...and is a lien in favor of the United States..." POSTSENTENCE

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ADMINISTRATION 18 USC § 3613 Ch. 229. A charge, hold, or claim upon the property of another as security for some debt or charge. The term connotes the right the law gives to have a debt satisfied out of the property to which it attaches, if necessary by the sale of the property. Barron's 3<sup>rd</sup>. A charge or security or incumbrance upon property.... Black's 4th. See Commercial Lien, Note at House Joint Resolution 192 of June 5, 1933.

**LIEN, COMMERCIAL, or COMMERCIAL LIEN.** See commercial lien

**LIEN CREDITOR.** (A) "Lien creditor" means any of the following: (i) A creditor that has acquired a lien on the property involved by attachment, levy, or the like, (ii) An assignee for benefit of creditors from the time of assignment, (iii) A trustee in bankruptcy from the date of the filing of the petition, (iv) A receiver in equity from the time of appointment. (B) "Lien creditor" does not include a creditor who by filing a notice with the Secretary of State has acquired only an attachment or judgment lien on personal property, or both. UCC 9- 102(a)(52).

**LIMITED LIABILITY.** Liability restricted by law or contract; esp. the liability of a company's owners for nothing more than the capital they have invested in the business. See Note.

**Note:** *"Limited liability" is a fabrication and a fraud. No statute of limitations and no limited liability exists in commerce as per the maxims of law: "Once a fraud, always a fraud," and "A thing void in the beginning does not become valid by lapse of time." A limited liability person is: (1) a creature of contract; required to be insured and bonded; bound to and limited by the contractual terms and conditions of the insurance policy and bond creating, defining, and underwriting the person's office; (2) obligated to prove solvency to participate in any public forum or jurisdiction by providing to any adverse party upon demand a copy of the insurance policy and bond re said person's office prior to any court proceeding; and (3) defined by the insurance policy and bond re the contractual terms and conditions of said person's office, scope of authority, basis of functioning, identity, rank, liability, and solvency. The principles of equality under the law and the integrity of contracts demand that all "public officials" alleging legal authority to use deadly force exercise scrupulous integrity in the enforcement of the law said officials administer, in compliance with contracts referencing and defining oath of office, job description, and the insurance policy and bond that define, limit, and underwrite said official's office.*

**LIVE BIRTH.** Live birth means the complete expulsion or extraction from its mother of a product of human conception, irrespective of the duration of the pregnancy, which after such expulsion or extraction, breathes or shows any other evidence of life, such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut or the placenta is attached. Heartbeats are to be distinguished from transient cardiac contractions; respirations are to be distinguished from fleeting respiratory efforts or gasps. Model State Vital statistics Act and Regulations. 1992 Revision (U.S. Department of Health and Human Services). See Note.

**Note:** Per above, you are a "product" of human conception, i.e. "goods." See goods.

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**LOCATION OF DEBTOR.** (a) Place of business. In this section, “place of business” means a place where a debtor conducts its affairs, (b) Debtor’s location: general rules. Except as otherwise provided in this section, the following rules determine a debtor’s location: (1) A debtor who is an individual is located at the individual’s principal residence. (2) A debtor that is an organization and has only one place of business is located at its place of business. (3) A debtor that is an organization and has more than one place of business is located at its chief executive office, (c) Limitation of applicability of subsection (b). Subdivision (b) applies only if a debtor’s residence, place of business, or chief executive office, as applicable, is located in a jurisdiction whose law generally requires information concerning the existence of a nonpossessory security interest to be made generally available in a filing, recording, or registration system as a condition or result of the security interest’s obtaining priority over the rights of a lien creditor with respect to the collateral. If subsection (b) does not apply, the debtor is located in the District of Columbia.... UCC 9- 307.

**MAKER.** “Maker” means a person who signs or is identified in a note as a person undertaking to pay. UCC 3-103(5). The person who creates or executes a note, that is, issues it, and in signing the instrument makes the promise of payment contained therein. One who signs a check; in this context, synonymous with drawer. Black’s 6<sup>th</sup>.

**MAN.** A human being. This definition includes not only the adult male sex of the human species, but women and children; examples: “of offences against man, some are more immediately against the king, other's more immediately against the subject.” Hawk. P.C. book 1, c. 2, s. 1. Offences against the life of man come under the general name of homicide, which in our law signifies the killing of a man by a man." Id. book 1, c. 8, s. 2. 2. In a more confined sense, man means a person of the male sex; and sometimes it signifies a male of the human species above the age of puberty. Vide Rape. It was considered in the civil or Roman law, that although man and person are synonymous in grammar, they had a different acceptance in law; all persons were men, but all men, for example, slaves, were not persons, but things. Vide Barr, on the Stat. 216. **note. Bouvier’s 6<sup>th</sup>.**

**MARITIME.** Pertaining to navigable waters, i.e. to the sea, ocean, great lakes, navigable rivers, or the navigation or commerce thereof. Black’s 6<sup>th</sup>. See navigable waters.

**MARITIME JURISDICTION.** Jurisdiction over maritime causes is granted to Federal district courts. Procedure in maritime actions is governed by the Federal Rules of Civil Procedure and Supp. Admiralty Rules. Black’s 6<sup>th</sup>.

**MARITIME LAW.** That system of law which particularly relates to commerce and navigation, to business transacted at sea or relating to navigation, to ships and shipping, to seamen, to the transportation of persons and property by sea, and to maritime affairs generally. Black’s 4<sup>th</sup>. That which the Congress has enacted or the Federal courts, sitting in admiralty, or in the exercise of their maritime jurisdiction, have declared and would apply.... Substantively, in the United States, it is federal law, and jurisdiction to administer it is vested in the federal courts, though not to the entire exclusion of the courts of the states. Black’s 6<sup>th</sup>.

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**MARK.** A license to make reprisals. See letter OF marque. F&W. n. 1. A symbol, impression, or feature on something, usu. to identify it or distinguish it from something else.

2. trademark (1).
3. Black's 7<sup>th</sup>. Compare marque, letter of marque, Mark of the Beast, servicemark, trademark.

**MARK OF THE BEAST.** "And that no man might buy or sell, save he that had the mark, or the name of the beast, or the number of his name." Revelation 13:17, New Testament. See Note, Gentile, Note at goods.

**Note:** *The word "mark" is synonymous with "marque" and both words have the same etymology. A common definition of the two is "a license of reprisal." The definition of license in Black's 1<sup>st</sup> is: "In international law [i.e. trade or commerce] Permission granted by a belligerent state to its own subjects, or to the subjects of the enemy, to carry on a trade interdicted by war." As we have seen in the Amendatory Act of March 9, 1933 to the Trading With the Enemy Act of October 6, 1917 (see Trading With the Enemy Act of October 6, 1917, and license) "citizens of the United States" were legally classified as enemies of their own government. To "do business" with its new enemy, the U.S. Government thereafter instituted wholesale licensing and issued marks/marques, or licenses, "to the subjects of the enemy, to carry on a trade interdicted by war," thus enabling American men and women to "buy or sell" and otherwise engage in "trading with the enemy" despite being at war.*

*The Chosen Masters consider you nothing more than an animal, a beast (see Gentile), to be birthed and bred, herded and harvested, and sold and slaughtered as they see fit. For you, as a beast, to be identified and validated and permitted to "buy or sell" in today's industrial society you must have a special mark, without which you are not allowed to participate. It is interesting that the word "mark" is also a synonym for the terms "servicemark" and "trademark" (see servicemark, trademark), the special marks used to identify and distinguish "the services of a certain provider," and products of a certain "manufacturer or seller." See Note at goods.*

**MARQUE.** A letter of reprisal on an enemy, as at sea in wartime, chiefly in the phrase letter of marque. F&W. See letter of marque. Compare mark.

**MATERNITY ACT OF 1921.** See Note.

**Note:** *In 1921, the federal Maternity Act created birth "registration," or what we now know as the "birth certificate." It was known as the "Maternity Act" and was sold to the American people as a law to improve maternal and infant mortality, for protecting the health of mothers and infants, and for "other purposes." One of those other purposes provided for the establishment of a federal bureau designed to cooperate with state agencies in the overseeing of its operations and expenditures. The Maternity Act was eventually repealed, but parts of it have been found in other legislative acts.*

**MAXIMS OF COMMERCE.** See Note, commerce.

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**Note:** *Commerce is antecedent to and more fundamental to society than courts or legal systems, and exists and functions without respect to courts or legal systems, but not vice versa. Commercial Law, the non-statutory variety as presented below in Maxims 1-10, is the economic extension of Natural Law into man's social world and is universal in nature. The foundational, invariant, necessary, and sufficient principles or "Maxims of Commerce" are:*

1. *A workman is worthy of his hire (Exodus 20:15; Lev. 19:13; Matt. 10:10; Luke 10:7; II Tim. 2:6. Legal maxim: "It is against equity for freemen not to have the free disposal of their own property.").*
2. *All are equal under the Law (God's Law - Moral and Natural Law). (Exodus 21:23-25; Lev. 24:17-21; Deut. 1:17, 19:21; Matt., 22:36-40; Luke 10:17; Col. 3:25. Legal maxims: "No one is above the law."; "Commerce, by the law of nations, ought to be common, and not to be converted into a monopoly and the private gain of a few.").*
3. *In Commerce truth is sovereign (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8. Legal maxim: "To lie is to go against the mind." Oriental proverb: "Of all that is good, sublimity is supreme.").*
4. *Truth is expressed by means of an affidavit (Lev. 5:4-5; Lev. 6:3-5; Lev 19:11-13; Num. 30:2; Matt. 5:33; James 5:12).*
5. *An un rebutted affidavit stands as the truth in Commerce (1 Pet. 1:25; Heb. 6:13-15. Legal maxim: "He who does not deny, admits ").*
6. *An un rebutted affidavit becomes the judgment in Commerce (Heb. 6:16- 17. Any proceeding in a court, tribunal, or arbitration forum consists of a contest, or "duel," of commercial affidavits wherein the points remaining un rebutted in the end stand as the truth and the matters to which the judgment of the law is applied.).*
7. *A matter must be expressed to be resolved (Heb. 4:16; Phil. 4:6; Eph. 6:19-21. Legal maxim: "He who fails to assert his rights has none ").*
8. *He who leaves the field of battle first loses by default (Book of Job; Matt. 10:22. Legal maxim: "He who does not repel a wrong when he can, occasions it.").*
9. *Sacrifice is the measure of credibility (One who is not damaged, put at risk, or willing to swear an oath on his commercial liability for the truth of his statements and legitimacy of his actions has no basis to assert claims or charges and forfeits all credibility and right to claim authority.) (Acts 7, life/death of Stephen, Legal maxim: "He who bears the burden ought also to derive the benefit.").*
10. *A lien or claim can be satisfied only through rebuttal by Counter affidavit point-for-point. resolution by jury, or payment (Gen. 2-3; Matt. 4; Revelation. Legal maxim: "If the plaintiff does not prove his case, the defendant is absolved.").*

*Because truth is sovereign in commerce, and everyone is responsible for propagating the truth in all speaking, writing, and acting, all commercial processes function via affidavit certified and sworn on each affiant's commercial liability as "true, correct, and complete," attesting under oath re the validity, relevance, and veracity of all matters stated, and likewise demanded. Usually in written matters, such as on an IRS Form 1040, 8300, etc., voter registration application, driver's license application, notary form for document certification, application for a Treasury Direct Account, and on nearly every document that those who run the System desire anyone to sign in a commercially binding matter, signature is required under penalty of perjury "true, correct, and complete." In a court setting, however, testimony (oral commercial affidavit)*



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*is Stated in the judicial equivalent by being sworn to be “the truth, the whole truth, and nothing but the truth, so help me God.” As well as the need for asserting all matters under solemn oath of personal, commercial, financial, and legal liability for the validity of each and every statement, participant must provide material evidence, i.e. ledgering/bookkeeping, substantiating that each fact or entry is true, valid, relevant, and verifiable. Without said acceptance of liability and facts provided to support one’s assertions, no credibility is established. Inasmuch as commerce existed before, and can continue to exist irrespective of courts and legal systems—but not vice versa—commerce is a more fundamental aspect of life than courts and legal systems.*

**MEDIUM OF EXCHANGE.** A substance used to transfer energy from one source to another.

American Heritage Dictionary.

**MISSION.** A definite task assigned to an individual or unit of the armed forces. F&W. See Note.

**Note:** *Apparently Department of the Treasury (IRS, BATF, SEC, etc.) and other quasi-governmental and governmental agencies are de facto military units because they each operate off a prescribed “mission.”*

**MIXED WAR.** Mixed war is war carried on between a nation on one side and private individuals on the other. W&P. Vol. 27. See Note, “Mixed War” in Appendix. Compare dulocracy.

**Note:** *Mixed war occurs whenever the government of a nation is an enemy of, and at war against, its own people. The most insidious and perfidious type of mixed war exists when the government acts against the people under guise of protecting the people’s rights and upholding the nation’s most cherished values and ideals. In such case government officials are “wolves in sheep’s clothing,” occupying positions of prestige and power, with the support of the people, while treasonously betraying that trust. This is an ideal confidence game whereby arch-charlatan criminals can engage in piracy on an ongoing basis under color of law and be tolerated or even treated as heroes by their victims. (For a more comprehensive treatment of this subject see article in Appendix entitled “Mixed War.”)*

**MONEY.** “Money” means a medium of exchange authorized or adopted by...government...” UCC 1-201(24). See Note.

**Note:** *Before the 1933 bankruptcy of the US Government, money consisted of gold and silver specie, as well as their equivalent in certificate form. Gold—which is portable land, substance—is the money of sovereigns. Fiat money, i.e. “money by decree,” “Monopoly™ money,” is the money of artificial persons, called banks, corporations (governments), trusts, and “individuals” (see individual), etc.*

**MONOPOLY™.** Trademark. A board game in which a player attempts to gain a monopoly of real estate by advancing around the board and purchasing property, acquiring capital by collecting rent from other players whose pieces land on his property. Webster’s. See Note, Federal Reserve Notes.

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**Note:** *First copyrighted in 1935 by Parker Brothers. Logo includes the caricature of an English banker, replete with top hat, tails, and cane. Another allegorical clue from the Powers That Be as to what is actually going on (monopolization of all ownership of real estate/land and wealth). The objective in the game of Monopoly™ is to drive into bankruptcy all other players, an arrangement otherwise known as a “tontine[3] wagering scheme.” If you examine the nature of economics in America today you will see that all land is owned by the state (see Senate Document 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session), and everyone is competing for the same, fixed amount of “Monopoly™ money,” called Federal Reserve Notes (FRNs), and attempting to “stay above water” and avoid bankruptcy. This is, by definition, a de facto state of war between participants—in both the board game and the game of life. The only way to stay in the game of Monopoly™ and avoid bankruptcy is to obtain more Monopoly™ money from other players. The only way to stay in the game of life and avoid bankruptcy is to somehow obtain more FRNs (acquire more liability/debt instruments/debt) called “money” from those around you. arrangement’s advantages until all but one has died or defaulted, at which time the whole goes to that survivor.*

**MONSTER.** A human-being by birth, but in some part resembling a lower animal. A monster hath no inheritable blood and cannot be heir to any land. Ballentine’s Law Dictionary. 1930. A prodigious birth; a human birth or offspring not having the shape of mankind; which cannot be heir to any land, albeit it be brought forth in marriage. Black’s 1<sup>st</sup>. See Note.

**Note:** *Under “human being 1 Ballentine’s says only “See monster.” Neither of the above major law dictionaries defines “human being,” only “monster.”*

**MORTGAGE.** “Mortgage” means a consensual interest in real property, including fixtures, which secures payment or performance of an obligation. UCC 9-102(a)(55). See Note.

**Note:** *Mortgage, another “gift” of Norman French attorneys, comes from the French mort dead + gage pledge, “dead pledge,” i.e. killing of the pledge through payment.*

**NAME.** Names are divided into Christian names, as, Benjamin, and surnames, as, Franklin. No man can have more than one Christian name; though two or more names usually kept separate, as John and Peter, may undoubtedly be compounded, so as to form, in contemplation of law, but one. A letter put between the Christian and surname, as an abbreviation of a part of the Christian name, as, John B. Peterson, is no part of either. Bouvier’s 6<sup>th</sup>.

**NATURAL LAW.** Law which so necessarily agrees with the nature and state of man, that without observing its maxims, the peace and happiness of society can never be preserved.... [Knowledge of [natural laws] may be attained merely by the light of reason, from the facts of their essential agreeableness with the constitution of human nature. Natural law exists regardless of whether it is enacted as positive law, although there may be instances where natural law cannot be judicially enforced. Barron’s 3<sup>rd</sup>.

**NATURAL PERSON.** A human being, as opposed to artificial or fictitious “persons,” such as corporations. The phrase “natural person” does not include corporate entities, but the phrase “person,” without qualification, may or may not include artificial persons, depending on the

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context. Thus, the phrase “no person” in the Fourteenth Amendment’s equal protection clause has been held to include natural and artificial persons, but the same phrase “no person” in the Fifth Amendment’s “privilege against self-incrimination” clause has been held to include only natural persons and not corporations since the privilege is personal and may not be asserted by an artificial person. Barron’s 3<sup>rd</sup>. See Note.

**Note:** This is how the IRS justifies insisting that flesh-and-blood men and women testify against themselves: people answer up when the name of their fictitious TRADE NAME is called and the IRS enforces its commercial agenda against people by treating them like their TRADE NAME. The above definition is enlightening, but it is taken from a law dictionary. Please realize that, in the scheme of life, it is just as impossible for a “person” to be “natural” as it is for a man to be artificial.

**NATURE AND CAUSE.** See below.

**nature.** A fundamental quality that distinguishes one thing from another; the essence of something. Black’s 7<sup>th</sup>. See Note.

**cause.** That which produces an effect; whatever moves, impels, or leads. The origin or foundation of a thing, as of a suit or action; a ground of action. Black’s 1<sup>st</sup>. See Note.

**Note:** *The right of an accused party to be informed of the “nature and cause” of any criminal accusation is secured by the Sixth Amendment of the Constitution. This term concerns the two (2) absolutely essential elements necessary to establish claims, charges, and demands as commercially and lawfully valid, both criminal and civil, and without which any matter affirmed is devoid of credibility and legal force and effect:*

- The nature of an accusation is the proof, i.e. ledgering/bookkeeping set forth with a one-to-one accounting of goods or services provided or offenses committed with corresponding monetary values, with each and every matter established by affidavit sworn on the commercial liability of the executing party. .
- Only individual free-will men and women can act; nations, governments, and agencies cannot act. At the origin of each and every allegation and act is the man/woman who is the cause thereof. The cause of an accusation is therefore the particular man/woman who can initiate allegations, claims, and charges, the credibility of which is established by the degree of commercial liability the alleging party stakes on what he/she asserts. By initiating something that can cause another harm/loss, the alleging party simultaneously agrees to be held personally, legally, and commercially accountable and liable for the accuracy, validity, relevance, and verifiability of everything stated, claimed, and demanded in the Affidavit. The degree of credibility of alleged statements, claims, and charges is established by the extent of the liability the accuser places at risk, to be forfeited in the event anything he/she states is untrue, in accordance with the Commercial Maxim: “Sacrifice is the measure of credibility.”

**NEGOTIABLE.** [L negotiatus traded, equivalent to negoti(um) business (peg- not + otium liesure) + -able] “Negotiable” means that which is capable of being transferred by assignment; a

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thing which may be transferred by a sale and indorsement or delivery. Black's 1<sup>st</sup>; adj. (of bills, securities, etc.) transferable by delivery, with or without endorsement, according to the circumstances, the title passing to the transferee. Webster's.

**NEGOTIABLE INSTRUMENT.** A writing which is signed by the maker or drawer, contains an unconditional promise or order to pay a sum certain in money, is payable on demand or at a definite time, and is payable to order or to bearer. Barron's 3<sup>rd</sup>. (a) Except as provided in subdivisions (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it is all of the following: (1) It is payable to bearer or to order at the time it is issued or first comes into possession of a holder. (2) Is payable on demand or at a definite time. (3) Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor, (b) "Instrument" means a negotiable instrument, (c) An order that meets all the requirements of subdivision (a), except paragraph (1) and otherwise falls with the definition of "check" in subdivision (f) is a negotiable instrument and a check, (d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this division.... UCC 3-104. A negotiable instrument is a written promise or request for the payment of a certain sum of money to order or to bearer. A general name for bills, notes, checks, transferable bonds or coupons, letters of credit and other negotiable written securities. Black's 1<sup>st</sup>. See Note.

**NEW DEBTOR.** "New debtor" means a person that becomes bound as debtor under subdivision (d) of Section 9203 by a security agreement previously entered into by another person. UCC 9-102(a)(56).

**NOBILITY.** An order of men in several countries to whom privileges are granted at the expense of the rest of the people. Bouvier's 6<sup>th</sup>. n. pi. 1. Persons of social or political preeminence, usu. derived by inheritance or from the sovereign... Black's 7<sup>th</sup>. The constitution of the United States provides that no state shall "grant any title of nobility; and no person can become a citizen of the United States until he has renounced all titles of nobility." The Federalist. No. 84: 2 Story. Laws U. S. 851. Bouvier's 6<sup>th</sup> (1856).

**Note:** *Judges and attorneys hold a British title of nobility from the Crown and act as esquires, or shield-bearers, for and between the king/queen and those whom the king/queen wishes to engage in battle.*

**NOM.** Used in expressions denoting a pseudonym, a false or assumed name. OED. See nom de guerre.

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**NOM DE GUERRE.** [F, lit., war name] A fictitious name. Webster's Third New International Dictionary of the English Language Unabridged. 1976. Lit. 'war name', a name assumed by, or a name assigned to, a person engaged in some action or enterprise. OED. See Note. Compare nom.

**Note:** *Any fictitious name is a war name, or nom de guerre. The U.S. government, formally at war with you since the Amendatory Act (March 9, 1933) to the Trading With the Enemy Act (October 6, 1917), used the legal-fiction artifice of the "right to presume" on your behalf, and assigned you a false name, a war name in the form of your all-capital-letters, straw-man name, nom de guerre TRADE NAME. See legal fiction.*

**NON-NEGOTIABLE.** Not negotiable; not capable of passing title or property by indorsement and delivery. Black's 1<sup>st</sup>. Any document of title that is not a negotiable document. An instrument which may not be transferred by indorsement and delivery or by delivery alone, though it may be assigned. Black's 6<sup>th</sup>. See Note, negotiable.

**Note:** *The word "Non-Negotiable," appearing on what might otherwise look like a negotiable instrument, signifies that (1) the contract is not negotiable and strictly private; (2) both between drawer and drawee and obligor and obligee only; and (3) the debtor/payee may pass title/transfer the document neither by delivery nor by indorsement, but only through assignment. See drawee, preferred stock.*

**NON PROSEQUITUR.** Lat. He does not follow up, or pursue. If, in the proceedings in an action at law, the plaintiff neglects any of those steps which he ought to take within the time prescribed by the practice of the court for that purpose, the defendant may enter judgment of non pros against him, whereby it is adjudged that the plaintiff does not follow up (non prosequitur) his suit as he ought to do, and therefore the defendant ought to have judgment against him. Under current rules practice such failure would result in a dismissal of the action or in a default judgment for defendant. Fed.R. Civil P. 41, 55. Black's 6<sup>th</sup>. See Note:

**Note:** *When any plaintiff fails to respond as required, under the principle of non prosequitur the defendant may enter judgment for dismissal for plaintiff's failure in following up as he/she should.*

**NOTARY PUBLIC.** A public officer whose function is to attest and certify, by his hand and official seal, certain classes of documents, in order to give them credit and authenticity in foreign jurisdictions, to take acknowledgments of deeds and other conveyances, and certify the same; and to perform certain official acts, chiefly in commercial matters, such as the protesting of notes and bills, the noting of foreign drafts, and marine protests in cases of loss or damage. Black's 1<sup>st</sup>. An officer appointed by the executive, or other appointing power, under the laws of different states. Their duties are generally prescribed by such laws. The most usual of which are, 1: To attest deeds, agreements and other instruments, in order to give them authenticity. 2. To protest notes, bills of exchange, and the like. 3. To certify copies of agreements and other instruments. Bouvier's 6<sup>th</sup>. Notaries are of very ancient origin they were well known among the Romans, and exist in every state of Europe, and particularly on the continent. Bouvier's 6<sup>th</sup>. Their acts have long been respected by the custom of merchants and by the courts of all nations. Bouvier's 6<sup>th</sup>.

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**Note:** *Notaries public are “officers of the state” and, in some States, notaries may become officers of the court, as well. The seal of a notary public gives a document credit and authenticity in foreign jurisdictions, i.e. international jurisdiction; hence the apostille (see apostille). A notary public performs certain official acts “chiefly in commercial matters.” Commerce is pre-judicial and non-judicial. Notaries public once played a major role in world commerce, and still retain the same powers, though many have fallen out of use since America began using private, non- substance, fiat (by decree) money (Federal Reserve Notes).*

**NOTE.** *A writing acknowledging a debt and promising payment. For the instrument to be negotiable it must be signed by the maker and contain an unconditional promise to pay a sum certain in money on demand or at a definite time to order or to bearer. A note is not payment but only a promise to pay. The term note is synonymous with promissory note. The term may be qualified by its unique characteristics. For example, a note that is backed by a pledge of collateral such as real or personal property is called a secured note. Barron’s 3<sup>rd</sup>.*

**OATH.** An affirmation of truth of a statement, which renders one willfully asserting untrue statements punishable for perjury. An outward pledge by the person taking it that his attestation or promise is made under an immediate sense of responsibility to God. A solemn appeal to the Supreme Being in attestation of the truth of some statement. Black’s gm

**OBLIGATION.** Not defined in the UCC:

**OBLIGEE.** One who is entitled to receive a sum of money or to have an act or deed performed as promised or agreed to by the obligor. Barron’s 3<sup>rd</sup>. Compare obligor.

**OBLIGOR.** “Obligor” means a person that, with respect to an obligation secured by a security interest in or an agricultural lien on the collateral, (i) owes payment or other performance of the obligation, (ii) has provided property other than the collateral to secure payment or other performance of the obligation, or (iii) is otherwise accountable in whole or in part for payment or other performance of the obligation. The term does not include issuers or nominated persons under a letter of credit. UCC 9-102(a)(59). One who has promised or is otherwise obligated to perform an act or deed, such as the payment of a sum of money under a promissory note or other contract. Barron’s 3<sup>rd</sup>. Compare obligee.

**OFFER.** A proposal to do a thing. A proposal to make a contract. Also an attempt. Black’s 5th

**ORDER.** In a general sense. A mandate; precept; a command or direction authoritatively given; a rule or regulation. In practice. Every direction of a court or judge made or entered in writing, and not included in a judgment is denominated an “order.” An application for an order is a motion. An order is also an informal bill of exchange... It is further a designation to whom a bill of exchange or negotiable promissory note is to be paid. Black’s 1 . See Note.

**Note:** *None of the above definitions are incompatible with each other as regards the courtroom setting. The “Order of the court” is a pecuniary mandate for funds and is directly related with “charges.” In this sense it is not dissimilar with a “money order.”*

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**ORGANIZATION.** “Organization” includes a corporation, government or governmental subdivision or agency, business trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity. UCC 1-201(28). See Note.

**Note:** *The term applies when “two or more persons” are involved in a specific commercial/contractual relationship, as well as with any other entity involved in commerce; all “individuals,” i.e. all straw men TRADE NAMES, fall under the definition of organization.*

**ORDER.** “Order” means a written instruction to pay money signed by the person giving the instruction. The instruction may be addressed to any person, including the person giving the instruction, or to one or more persons jointly or in the alternative, but not in succession. An authorization to pay is not an order unless the person authorized to pay is also instructed to pay. UCC 3-103(6).

**ORIGINAL DEBTOR.** “Original debtor,” except as used in subdivision (c) of Section 9310, means a person that, as debtor, entered into a security agreement to which a new debtor has become bound under subdivision (d) of Section 9203. UCC 9-102(a)(60).

**PARTY.** “Party” means a party to an instrument. UCC 3-103(8).

**PASSPORT.** In international law. A document issued to a neutral merchant vessel, by her own government, during the progress of a war, and to be carried on the voyage, containing a sufficient description of the vessel, master, voyage, and cargo to evidence her nationality and protect her against the cruisers of the belligerent powers. This paper is otherwise called a “pass,” sea-pass,” sea-letter,” or “sea-brief.” A license or safe conduct, issued during the progress of a war authorizing a person to remove himself or his effects from the territory of one of the belligerent nations to another country, or to travel from country to country without arrest or detention on account of the war.... Black’s 1<sup>st</sup>. ... In most countries of continental Europe passports are given to travellers (sic). These are intended to protect them on their journey to protect them from all molestation while they are obedient to the laws. The secretary of state may issue, or cause to be issued, in foreign countries by such diplomatic or consular officers of the United States, and under such rules as the president may prescribe, passports, but only to citizens of the United States. Bouvier’s 8<sup>th</sup>, See vessel.

**Note:** *A passport is issued “to a...vessel,” i.e. “citizen of the United States” TRADE NAMES in times of war. The US government officially declared war on all “citizens of the United States” persons in the Amendatory Act of March 9, 1933 (a/k/a Emergency Banking Relief Act) to the Trading With the Enemy Act of October 6, 1917. See Monopoly™, “Executive Order Outlawing Ownership of Gold” in Appendix, i.e. “Under Executive Order of the President,” issued April 5, 1933.*

**PAY.** v. To discharge a debt by tender of payment due; to deliver to a creditor the value of a debt, either in money or in goods for his acceptance. UGC 2-511, 3-604. Black’s 6<sup>th</sup>. See payment, redemption.

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**PAYEE.** In mercantile law. The person in whose favor a bill of exchange, promissory note, or check is made or drawn; the person to whom or to whose order a bill, note, or check is made payable. Black's 1<sup>st</sup>. See Note.

**PAYMENT.** The fulfillment of a promise, or the performance of an agreement. A discharge of an obligation or debt...In a more restricted legal sense payment is the performance of a duty, promise, or obligation, or discharge of a debt or a liability, by the delivery of money or other value by a debtor to a creditor, where the money or other valuable thing is tendered and accepted as extinguishing debt or obligation in whole or in part. Also, the money or other thing so delivered. UGC 2-511. 3-604. Black's 6<sup>th</sup>. See redemption.

**PAYMENT INTANGIBLE.** "Payment intangible" means a general intangible under which the account debtor's principal obligation is a monetary obligation. UCC 9-102(a)(61).

**PECUNIARY.** Of or relating to money: monetary. Black's 7<sup>th</sup>.

**PEONAGE.** The condition of a peon [formerly, a debtor kept in virtual servitude until he had worked out his debt], or the system of employing this form of labor. F&W.

**PERFECT.** v. To legally establish. Security interest in collateral is perfected when a document describing the collateral is entered into the records of the UCC office. WSUG. Compare attach.

**PERFECTION OF SECURITY INTEREST.** In secured transactions law, the process whereby a security interest is protected, as far as the law permits, against competing claims to the collateral, which usually requires the secured party to give notice of the interest as by filing in a government office (e.g. in office of Secretary of State). Perfection of a security interest deals with those steps legally required to give a secured party interest in subject property against debtor's creditors. Black's 6<sup>th</sup>. A security interest is perfected when it has attached and when all the applicable steps required for perfection have been taken. Such steps are specified in Sections 9-302, 9-304, 9-305 and 9-306. If such steps are taken before the security interest attaches, it is perfected at the time when it attaches. UCC 9-303(1). See attach.

**PERSON.** "noun, perosn. [Latin persona; said to be compounded of per, through or by, and sonus, sound; a Latin word signifying primarily a mask used by actors on the stage.]" Webster's 1828 Dictionary. [< L persona mask] Persons are divided by law into natural and artificial. Natural persons are such as the God of nature formed us; artificial persons are such as are created and devised by human laws, for the purposes of society and government, which are called "corporations" dr "bodies politic." Black's 1<sup>st</sup>. "Persons" are of two kinds, natural and artificial. In law, a human being is called a "natural person." Artificial persons include a collection [corporation aggregate] or succession of natural persons [successive officeholders in a corporation sole] forming a corporation. Black's 4<sup>th</sup>. In law, an individual or incorporated group having certain legal rights and responsibilities. This has been held to include foreign and domestic corporations. Precise definition and delineation of the term has been necessary for purposes of ascertaining those to whom the Fourteenth Amendment to the U.S. Constitution affords its protection, since that amendment expressly applies to "persons." Barron's 3<sup>rd</sup>.



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Compare natural person. See Uniform Negotiable Instruments Law, § 191; Uniform Sales Act, § 76; Uniform Warehouse Receipts Act, § 58. See Note.

**Note:** *The TRADE NAME is a “person,” a “mask” for the sentient, living being who uses it. The TRADE NAME is a fictitious person whose name is written in “legalese,” i.e. a language foreign constructed outside the bounds of English grammar. The true names of men and women, written properly, i.e. initial letters only capitalized, are sometimes called “natural persons.” However, it is just as impossible for a “person” to be “natural” as it is for a man to be artificial. “Person” is a moniker hatched by lawyers, introduced for generating confusion in the mind of non-esquire victims between the actual and the artificial. See straw man.*

**PLEDGE.** A deposit of personal property as security for a debt; delivery of goods by a debtor to a creditor until the debt is repaid; generally defined as a lien or contract that calls for the transfer of personal property only as security. The pledgor can pledge intangible as well as tangible personal property as long as it is capable of delivery, and it can confer ownership rights upon the person to whom delivery is made. Barron’s 3<sup>rd</sup>. See Note.

**Note:** *The bankrupt US Government pledged your body, labor, and property as collateral for a loan of credit (Federal Reserve Notes) using your birth certificate (negotiable document, document of title) as the security for the loan.*

**PONZI SCHEME.** (pon-zee). A fraudulent investment scheme in which money contributed by later investors generates artificially high dividends for the original investors, whose example attracts even larger investments. • Money from the new investors is used directly to repay or pay interest to old investors, usu. without any operation or revenue-producing activity other than the continual raising of new funds. This scheme takes from Charles Ponzi, who in the late 1920’s was convicted for fraudulent schemes he conducted in Boston. Black’s 7<sup>th</sup>.

**POSITIVE LAW.** Law actually and specifically enacted or adopted by proper authority for the government of an organized jural society. Black’s 6<sup>th</sup>.

**POSSESSORY.** Relating to possession; founded on possession; contemplating or claiming possession. Black’s 1<sup>st</sup>.

**POSSESSORY LIEN.** A lien allowing the creditor to keep possession of the encumbered property until the debt is satisfied. Black’s 7<sup>th</sup>. See “UCC 9-333. Priority of certain liens arising by operation of law.” in this Glossary.

**Note:** *The new security agreement in this manual evidences a possessory lien (common-law lien) re certain collateral, giving the secured party right of possession of every such item of a debtor’s property until the obligation is satisfied. A possessory lien has priority over a security interest in goods.*

**POSTLIMINIUM.** A fiction of the civil law, by which persons or things taken by the enemy were restored to their former status on coming again under the power of the nation to which they formerly belonged.... Bouvier’s 8<sup>th</sup>. Compare postliminy.

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**POSTLIMINY.** “The right of ‘postlimini,’ says Vattel, is that in virtue of which persons and things taken by the enemy are restored to their former state on coming actually into the power of the nation to which they belong....” ”Postliminy” is defined to be the principle of the law of nations under which property, if taken by the enemy in time of war, is restored to its former state upon coming again under the power of the nation to which it formerly belonged..., W&P, Vol. 33. Compare postliminium.

**PREFERRED.** Possessing or accorded a priority, advantage, or privilege. Generally denoting a prior or superior claim or right of payment as against another thing of the same kind or class. Black’s 4<sup>th</sup>. See stock.

**PRESENTMENT.** ...2. A formal written accusation returned by a grand jury on its own initiative, without a prosecutor’s previous indictment request. “A grand jury has only two functions, either to indict or to return a ‘no bill.’ The Constitution speaks also of a ‘presentment/ but this is a term with a distinct historical meaning now not well understood. Historically presentment was the process by which a grand jury initiated an independent investigation and asked that a charge be drawn to cover the facts should they constitute a crime. With United States attorneys now always available to advise grand juries, proceeding by presentment is now an outmoded practice. 1 Charles Alan Wright, Federal Practice and Procedure § 110, at 459 (3rd ed. 1999).” 3. The formal production of a negotiable instrument for acceptance or payment. “Presentment and dishonor occur, for instance, when the holder of a check attempts to cash it at the drawee bank but payment is refused because the drawer lacks sufficient funds on deposit. The demand for payment is the presentment. The bank’s refusal to pay is dishonor. 2 James J. White & Robert S. Summers, Uniform Commercial Code, § 16-8, at 100 (4th ed. 1995).“ Black’s 7<sup>th</sup>. “Presentment” means a demand made by or on behalf of a person entitled to enforce an instrument (1) to pay the instrument made to the drawee or a party obliged to pay the instrument, or in the case of a note or accepted draft payable at a bank, to the bank, or (2) to accept a draft made to the drawee.... UCC 3-501 (a). ...may be made by any commercially reasonable means, including an oral, written, or electronic communication; is effective when the demand for payment or acceptance is received by the person to whom presentment is made.... UCC 3-501(1). The production of a negotiable instrument [bill of exchange] to the drawee for his acceptance, or to the drawer or acceptor for payment; or of a promissory note to the party liable, for payment of the same. Presentment is a demand for acceptance or payment made upon the maker, acceptor, drawee or other payor by or on behalf of the holder. U.C.C. § 3-504(1). Black’s 6<sup>th</sup>. See Note, summary proceeding.

**Note:** Notice that the identical terms are used in the definitions when speaking both of criminal matters and financial/commercial matters. In criminal matters, a bill, called a “true bill,” is issued by the grand jury. A bill is a list of charges, both criminally and financially; a true bill is a list of charges that is sworn “true, correct, and complete” (affidavit). In financial matters, a presentment can only be one of the following: (1) a demand for payment of a negotiable instrument; (2) a demand for acceptance {of responsibility lor payment/performance) re a negotiable instrument.

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**PRESUMPTIONS; NATURE.** Except as otherwise provided in section 1-202, the presumptions established by this code are presumptions affecting the burden of producing evidence. UCC 1-210.

**PRESUMPTION.** A presumption is an assumption of fact that the law requires to be made from another fact or group of facts found or otherwise established in the action. A presumption is not evidence. A presumption is either conclusive or rebuttable. Every rebuttable presumption is either (a) a presumption affecting the burden of producing evidence or (b) a presumption affecting the burden of proof. Black's 6<sup>th</sup>. A disputable presumption, called also an "inconclusive" or "rebuttable" presumption, is an inference of law which holds good until it is invalidated by proof or a stronger presumption. Black's 4<sup>th</sup>. See Note, disputable presumption, rebuttable presumption, legal fiction.

**Note:** *Re ownership of your TRADE NAME, a presumption of ownership was made and title thereto (birth certificate) was taken without knowledge and consent of both your mother and you. Such presumption is nullified via the publication of the copyright notice under common law, and is further amplified with the filing of a UCC Financing Statement.*

**PRIORITY.** Precedence; going before. A legal preference or precedence. When two persons have similar rights in respect of the same subject-matter, but one is entitled to exercise his right to the exclusion of the other, he is said to have priority. Black's 4<sup>th</sup>.

**PRIVATE BANK.** An unincorporated banking institution owned by an individual or partnership and, depending on state statutes, subject to or free from state regulation. Black's 1<sup>st</sup>. See banker.

**PRIVATE BANKER.** A private banker is one who conducts the business of banking without incorporation, and without any special privilege or authority of law (*Perkins v. Smith*, 116 N.Y. 441; *People v. Doty*, 80 N.Y. 225). A private banker may, when not prohibited by law, conduct the business of banking, and may make such lawful contracts with his dealers in relation thereto, as to receiving and the repayment of money, as may be mutually agreed upon between the parties. A private banker, then, is one who conducts the business of banking without incorporation, or a fixed capital stock invested; which is by law required of all duly incorporated banks, excepting mutual savings banks which, under the law as enacted by some of the States, may become incorporations for the purpose of doing a savings bank business, without capital stock. Magee on Banks and Banking —A Treatise on the Law of National and State Banks, 1906.

**Note:** *Per 31 USC 5312(a)(2)(C) every private individual is a "financial institution" and a "private banker." In Bank of Augusta v. Earle. 13 pet (US) 519, the court ruled, "A Private Individual has as much privilege as banks..."*

**PRIZE.** In admiralty law. A vessel or cargo, belonging to one of two belligerent powers, apprehended or forcibly captured at sea by a war vessel or privateer of the other belligerent, and claimed as enemy's property, and therefore liable to appropriation and condemnation under the Jaws of war. Black's 1<sup>s</sup>. See prize law, booty, vice-admiralty courts.

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**Note:** *Prize on land is called "booty." See booty.*

**PRIZE LAW.** The system of laws and rules applicable to the capture of prize at sea; its condemnation, rights of the captors, distribution of the proceeds, etc. Black's 1<sup>st</sup>. See vice-admiralty courts, booty.

**PROCEEDS.** "Proceeds," except as used in subdivision (b) of Section 9609, means any of the following property (A) Whatever is acquired upon the sale, lease, license, exchange, or other disposition of collateral. (B) Whatever is collected on, or distributed on account of, collateral. (C) Rights arising out of collateral. (D) To the extent of the value of the collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the collateral. (E) To the extent of the value of the collateral and to the extent payable to the debtor or the secured party, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the collateral. UCC 9-102(a)(64). Anything that is used to guarantee the payment of a loan or the fulfillment of some other obligation. WSUG.

**PROMISE.** "Promise" means a written undertaking to pay money signed by the person undertaking to pay. An acknowledgment of an obligation by the obligor is not a promise unless the obligor also undertakes to pay the obligation." UCC 3-103(9).

**PROMISSORY NOTE.** "Promissory note"\* means an instrument that evidences a promise to pay a monetary obligation, does not evidence an order to pay, and does not contain an acknowledgment by a bank that the bank has received for deposit a sum of money or funds. UCC 9-102(a)(65). A note; a kind of negotiable instrument wherein the maker agrees (promises) to pay a sum certain at a definite time. Barron's 3<sup>rd</sup>. See Note. What they [banks] do when they make loans is to accept promissory notes in exchange for credits to the borrowers' transaction accounts...." Modern Money Mechanics, page 6, Federal Reserve Bank of Chicago, 1992.

**Note:** *"Promissory note" is synonymous with "note." The last section of the first definition above tacitly acknowledges that a "borrower's" promissory note constitutes funds/money. Banks do not loan substance. Per banking regulations and "generally accepted accounting principles" banks are forbidden from loaning the bank's assets and likewise the assets of the bank's depositors. As confirmed in the above excerpt from Modern Money Mechanics, The signed promissory note constitutes the sole source of the funds that are "loaned" for the benefit of the "borrower." No substance is loaned. The so-called "transaction account" referenced in the above excerpt from Modern Money Mechanics goes on the bank's books exactly as a demand deposit (checking, savings, passbook, time) account would. The "borrower"/customer is actually the lender and creditor of the bank; the bank is actually the borrower and debtor of the customer. The bank issues a "pretend loan" which is actually the borrower's/depositor's own funds taken from the "transaction account" created upon the "borrower's"/customer's execution of the promissory note and the bank's subsequent "deposit" of the promissory note (the "money") into the account. See House Joint Resolution 192 of June 5, 1933.*

**PROPER.** Gram. a. (of a name, noun, or adjective) designating a particular person or thing, written in English with an initial capital letter: John, Chicago, Monday, American.... ACED. in

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grammar, used to designate a specific individual, place, etc.: Donald, Rover, Boston, etc. are proper nouns, written with an initial capital letter. WEBSTER'S NEW TWENTIETH CENTURY DICTIONARY OF THE ENGLISH LANGUAGE. Unabridged Second Edition, 1975.

**Note:** *A true name has an initial capital letter only. There is no provision in the rules of English grammar for proper nouns to be written any other way, including an all- capital letters format. An all-capital letters name is a legal artifice, existing only "by force of or in contemplation of law." See capital letter, all-capital letters-written, artificial.*

**PROPIA PERSONA.** See in propia persona.

**PROPOSAL.** "Proposal" means a record authenticated by a secured party that includes the terms on which the secured party is willing to accept collateral in full or partial satisfaction of the obligation it secures pursuant to Sections 9620, 9621, and 9622. UCC 9-102(a)(66).

**PROTEST.** ...A notarial act, being a formal statement in writing made by a notary under his seal of office, at the request of a holder of a bill or note, in which such bill or note is described, and it is declared that the same was on a certain day presented for payment (or acceptance, as the case may be,) and that such payment or acceptance was refused, and stating the reasons, if any, given for such refusal, whereupon the notary protests against all parties to such instrument, and declares that they will be held responsible for all loss or damage arising from its dishonor.... Black's 1<sup>st</sup>.

**PROVE.** "Prove" with respect to a fact means to meet the burden of establishing the fact (subdivision (8) of Section 1-201). UCC 3-103(10).

**PUBLIC.** adj. Pertaining to a state, nation, or whole community; proceeding from, relating to, or affecting the whole body of people or an entire community. Open to all; notorious. Common to all or many; general; open to common use. Belonging to the people at large; relating to or affecting the whole people of a state, nation, or community; not limited or restricted to any particular class of the community. Black's 6<sup>th</sup>. "That vast multitude, which includes the ignorant, the unthinking, and the credulous, who in making a purchase, do not stop to analyze, but are governed by general appearance and General impressions. J.W. Collins Co. v. F.M. Paist Co. (DC Pa) 14F2d614). Ballentine's Law Dictionary.

**PUBLIC CORPORATION.** Public corporations are those which are exclusively instruments of the public interest. Bouvier's 8<sup>th</sup>. An artificial person...created for the administration of public affairs. Unlike a private corporation it has no protection against legislative acts altering or even repealing its charter. Instrumentalities created by state, formed and owned by it in public interest, supported in whole or in part by public funds, and governed by managers, deriving their authority from state. Black's 6<sup>th</sup>. See Note.

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**PUBLIC ENEMY.** This word, used in the singular number, designates a nation at war with the United States, and includes every member of such nation. To make a public enemy, the government of the foreign country must be at war with the United States; for a mob, howsoever numerous it may be, or robbers, whoever they may be, are never considered as a public enemy. Bouvier's 6<sup>th</sup>. See Note.

**Note:** *Declared public enemies of the United States are, by definition, citizens of a foreign country/nation.*

**PUBLIC LAW.** That branch or department of law which is concerned with the state in its political or sovereign capacity, including constitutional and administrative law, and with the definition, regulation, and enforcement of rights in cases where the state is regarded as the subject of the right or object of the duty,—including criminal law and criminal procedure,— and the law of the state, considered in its quasi-private personality, i.e. as capable of holding and exercising rights, or acquiring and dealing with property, in the character of an individual. Black's 1<sup>st</sup>. See Note.

**Note:** *If the term "state" is meant to designate a "government" associated with a collective "body politic," it is a fictitious entity and therefore cannot be sovereign. In Juilliard v. Greenman. (1884) 110 U.S. 421, the Supreme Court states:*

*"Congress can exercise no power by virtue of any supposed inherent sovereignty in the General Government. Indeed, it may be doubted whether the power can be correctly said to appertain to sovereignty in any proper sense as an attribute of an independent political community. The power to commit violence, perpetrate injustice, take private property by force without compensation to the owner, and compel the receipt of promises to pay in place of money, may be exercised, as it often has been, by irresponsible authority, but it cannot be considered as belonging to a government founded upon law. But be that as it may, there is no such thing as a power of inherent sovereignty in the Government of the United States."*

*The fact that Black's states "the state in its...sovereign capacity" tacitly confirms that every man and woman is a state, as only a real being with free will can be sovereign.*

**PUBLIC POLICY.** 1. Broadly, principles and standards regarded by the legislature or the courts as being of fundamental concern to the state and the whole of society. • Courts sometimes use the term to justify their decisions, as when declaring a contract void because it is "contrary to public policy." 2. More narrowly, the principle that a person should not do anything that would tend to injure the public at large. Black's 7<sup>th</sup>. Community common sense and common conscience, extended and applied throughout the state to matters of public morals, health, safety, welfare, and the like; it is that general and well-settled public opinion relating to man's plain, palpable duty to his fellowmen, having due regard to all circumstances of each particular relation and situation. Black's 6<sup>th</sup>. Public policy is manifested by public acts, legislative and judicial, and not by private opinion, however eminent.... It is said to be determined from legislative declarations, or, in their absence, from judicial decisions. Bouvier's 8<sup>th</sup>. See Note, public law.

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**Note:** *A general concept, taking in the whole of society considered as a single, abstract, collective entity, as contrasted with the same benevolent principles applied on behalf of individual members of society. The “public” cannot be harmed; only individual men and women can be harmed. Since Erie Railroad v Tompkins in 1938, shortly after the declared bankruptcy of the United States Government, we have had only public policy, not public law. The above definition from Black’s 6<sup>th</sup> (1990) cannot be found in Black’s 4<sup>th</sup> (1957), which was printed at the time the subject of public policy was being implemented and replacing public law. I.e. the switch has taken place and the institution of “public policy” is now entrenched. E.g. as well as the “UCLA School of Law” there is also a “UCLA School of Public Policy and Social Research.” Look around and see for yourself.*

**PUBLIC PROPERTY.** That which is dedicated to the use of the public, and/or that over which the state has dominion and control. Thus the term may be used either to describe the use to which the property is put, or to describe the character of its ownership. Barron’s 3rd

**PUBLIC VESSEL.** One owned and used by a nation or government for its public service, whether in its navy, its revenue service, or otherwise. Black’s 6<sup>th</sup>. See Note.

**Note:** *Your corporately colored TRADE NAME may be construed as a vessel, a public vessel, and is used by the US Government in its revenue service and otherwise. See vessel.*

**PURCHASE.** “Purchase” includes taking by sale, discount negotiation, mortgage, pledge, lien, issue or re-issue, gift, or any other voluntary transaction creating an interest in property. UCC 1-201(32). The term “purchase” includes any contract to purchase or otherwise acquire. Securities Exchange Act 3. See Note.

**PURCHASE MONEY SECURITY INTEREST.** A secured interest which is created when a buyer uses the money of the lender to make the purchase and immediately gives to the lender a security interest. UCC 9-107. Compare security interest. See Note.

**Note:** *When you borrow to purchase a new automobile, the “purchase money” for the car comes from the lending bank. The lending bank is listed on the certificate of title as “Lien Holder.” This is a designation of the lending bank’s purchase money security interest in the car; The funny thing is, however, when a loan takes place at a Federal Reserve Member-bank “the money of the lender” does not come from the “lender”/bank; it comes from the borrower. Banks do not loan their own money;*

1. *no account belonging to the bank is debited in the loan transaction. The banker does a banker’s acceptance of the borrower’s promissory note (cash) and “loans” it back to the “borrower” at interest:*

*”...What they [banks] do when they make loans is to accept promissory notes in exchange for credits to the borrowers’ transaction accounts....” Modern Money Mechanics, page 6, Federal Reserve Bank of Chicago, 1992.*

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**RANSOM.** (Heb. “1DD, kofer) The compensation required to avoid bodily punishment or to free oneself from an undesirable state or condition (Isa. 43:3). The term kofer is related to the Akkadian kaparu (“to wipe off”) or kuppuru (“to expiate”). The substitution for a penal sum for corporal punishment was widespread in the ancient world. Thus, the Hittite Code provides for fixed damages for bodily harm; and the Bedouin, too, allowed for ransom as an alternative to blood vengeance. Except in the case of murder (Num. 35:31-34), the Israelites followed this practice too, though fixed sums do not seem to have existed in early times. Instead the principle of “measure for measure” was employed (Ex. 21:36; Lev. 24:18), together with specific standards for determining the compensation (Ex. 21:19; 22:16). Later, set amounts were established (Deut. 22:29), such as the “redemption” fees for those consecrated to YHWH (Lev. 27). To be distinguished from kofer in the sense of “ransom,” which is paid to an aggrieved party, is kofer in the sense of “bribe,” which is paid to a judge in the hope of influencing his decision (I Sam. 12:3; Amos 5:12). See also “Captives, Ransoming of. Encyclopaedia Judaica. 1972. Compare redemption.

**REAL PARTY IN INTEREST.** The person who will be entitled to benefits of a court action if successful; one who is actually and substantially interested in the subject matter, as opposed to one who has only a nominal, formal, or technical interest in or connection with it. Barron’s 3<sup>rd</sup>. See Real Party of Interest.

**real party in interest.** A person entitled under the substantive law to enforce the right sued upon and who generally, but not necessarily, benefits from the action's final outcome. — Also termed party in interest; (archaically) interestee. Cf. nominal party. [Cases: Federal Civil Procedure 131; Parties 6(2). C.J.S. Parties §§ 23–24.]

*“[T]he ‘real party in interest’ is the party who, by the substantive law, possesses the right sought to be enforced, and not necessarily the person who will ultimately benefit from the recovery.... The concept of real party in interest should not be confused with the concept of standing. The standing question arises in the realm of public law, when governmental action is attacked on the ground that it violates private rights or some constitutional principle.... Unfortunately, ... confusion between standing on the one hand and real party in interest or capacity on the other has been increasing.” Charles Alan Wright, The Law of Federal Courts § 70, at 490 & n.2 (5th ed. 1994).*

**REAL PARTY OF INTEREST.** See Note.

**Note:** *This term is not defined in law dictionaries, just as “Federal Reserve Notes” is not defined, Big Brother’s operation cannot withstand the light of day, and so, must remain in the shadows. The Real Party/Parties of Interest are unknown. A Real Party in Interest, defined directly above, is merely an intermediate link in the chain. The actual boss is the Real Party of Interest.*

**REBUTTABLE PRESUMPTION.** An ordinary presumption which must, as a matter of law, be made once certain facts have been proved, and which is thus said to establish a prima facie



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conclusion; it may be rebutted or overcome through the introduction of contrary evidence, but if it is not, it becomes conclusive. After rebutting evidence is introduced, under prevailing doctrine the competing facts are weighed on their own merits, without further reference to the presumption. Barron's 3<sup>rd</sup>. See also disputable presumption, presumption, legal fiction.

**RECORD.** "Record," except as used in "for record," "of record," "record or legal title," and "record owner," means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form. UCC 9-102(a)(69).

**REDEEM.** [L redimere buy back, re + -imere to buy, variant of emere, to purchase] To buy back. To free property or article from mortgage or pledge by paying the debt for which it stood as security. To repurchase in a literal sense; as, to redeem one's land from a tax-sale. It implies the existence of a debt and means to rid property of that encumbrance. Black's 6<sup>th</sup>.

**REDEMPTION.** Salvation from the states or circumstances that destroy the value of human existence or human existence itself. The word "redeemer" and its related terms "redeem" and "redemption" appear in the Bible some 130 times and are derived from two Hebrew roots: pdh (nis) and g'l (\*7na). Though used to describe divine activity as well, they arose in ordinary human affairs and it is in this context in which they must first be understood. Pdh is the more general of the two, with cognates\* of related meaning in Akkadian, Arabic, and Ethiopic. It belongs to the domain of commercial law, and refers to the payment of an equivalent for what is released or secured. The verb pdh, unlike g'l, indicates nothing about the relation of the agent to the object of redemption, which in the Bible is always a person or another living being. Its usage does not differ in cultic activity from that of a normal commercial transaction. In both cases a person or an animal is released in return for money or an acceptable replacement (cf. Ex. 13:13; 34:20; Lev. 27:27; I Sam. 14:45 with Ex. 21:7-8; Lev. 19:20; Job 6:23). G'l is more restricted in usage and does not appear to have cognates in other Semitic languages. It is connected with family law and reflects the Israelite conception of the importance of preserving the solidarity of the clan. The go'el ("redeemer") is the next of kin who acts to maintain the vitality of his extended family group by preventing any breaches from occurring in it. Thus he acquires the alienated property of his kinsman (Lev. 25:25) or purchases it when it is in danger of being lost to a stranger (cf. Jer. 32:6ff.),... While the Bible uses both padah and ga'al for redemption, the Talmud applies padah to ransom (see \* Ransom) and ga'al to redemption.... Encyclopaedia Judaica, 1972. See Note. Compare ransom. See pay, payment.

\* cognate. A person or thing related in origin.

**Note:** *Per Encyclopaedia Judaica, the subject of Redemption belongs in the "domain of commercial law"; has to do with payment of an equivalent for "what is released or secured"; is essentially commercial in nature, even if "cultic" (religious, sacred), and wherein "a person or an animal is released in return for money or an acceptable substitute."*

**REGISTER.** [L regere to rule; rex king] To record formally and exactly; to enroll; to enter precisely in a list or the like. Black's 6<sup>th</sup>. See Note, reify.

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**Note:** *From the Latin, regere to rule; rex king. Essentially, to register is to “king-ify” or to “ruler-ify” oneself or one’s property; i.e. to submit and place oneself/one’s property in a position to be subjected/owned/controlled/regulated, thus facilitating taxation. “And it came to pass in those days, that there went out a decree from Caesar Augustus, that all the world should be taxed.” Luke 2:1, Holy Bible (King James Version). Registration is the necessary step before taxation.*

**REGISTERED.** Denoting cattle, horses, dogs, etc., having pedigrees verified and filed by authorized associations of breeders. Webster’s.

**REIF.** A robbery. Cowell. Black’s 4<sup>th</sup>. See reification, reify.

**REIFICATION.** The embodiment of a right to the payment of money in an instrument so that transfer of the instrument transfers also the right. The term can also refer generally to the embodiment of any other property in a writing, which writing represents the property. Black’s 6<sup>th</sup>. See reif, reify.

**Note:** *What was once known as simple highway robbery, a reif, is now known as reification, or the “registration” of the property—in the juristic TRADE NAME of your straw man, of course. Consulting the words “reif and “reify,” one can see that government has given itself license to overtly rob and steal from its “subjects” (TRADE NAMES) under the euphemism “reification,” another term for “registration” (per UCC 9-302, registration constitutes surrender of legal title to the property registered; an act which precludes the necessity for the registrar (agent for the secured-party government) to file a UCC Financing Statement against the registrant (debtor) to perfect the security interest in the property.*

**REIFY.** [f. L re(s) thing + -(i)FY] v.t. to convert into or regard as a concrete thing: to reify an abstract concept. AGED. See Note, reif, Note at register.

**Note:** *This term is essentially identical in concept with the word “register,” literally translated means: to “king-ify,” or “ruler-ify” oneself or one’s property. The “abstract concept” that “someone else can claim your body, labor, property, and wealth” is converted into a reality when you/your property are/is registered, a phenomenon known as a reif/robbery. The fact of registration obviates the need for the registrar to file a financing statement against the registrant/debtor re the property in question.*

**REMEDY.** “Remedy” means any remedial right to which an aggrieved party is entitled with or without resort to a tribunal. UCC 1-201(34). Remedy is the means by which the violation of a right is prevented, redressed, or compensated. Black’s 1<sup>st</sup>. New. The purpose is to make it clear that both remedy and rights (as defined) include those remedial rights of “self help” which are among the most important bodies of rights under this Act, remedial rights being those which an aggrieved party can resort on his own motion. UCC 1-201(34). Compare rights. See excerpt from speech by Theodore Roosevelt at beginning of this book, corporation sole.

**REMITTER.** “Remitter” means a person who purchases an instrument from its issuer if the instrument is payable to an identified person other than the purchaser. UCC 3-103(11).

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**RES.** Lat. In the civil law. A thing; an object. As a term of the law, this word has a very wide and extensive signification, including not only things which are objects of property, but also such as are not capable of individual ownership.... And in old English law it is said to have a general import, comprehending both corporeal and incorporeal things of whatever kind, nature, or species.... By “res,” according to the modern civilians, is meant everything that may form an object of rights, in opposition to “persona,” which is regarded as a subject of rights. “Res,” therefore, in its general meaning, comprises actions of all kinds; while in its restricted sense it comprehends every object of right, except actions ... This has reference to the fundamental division of the Institutes, that all law relates either to persons, to things, or to actions.... In modern usage, the term is particularly applied to an object, subject matter, or status, considered as the defendant in an action, or as an object against which, directly, proceedings are taken. Thus, in a prize case\*, the captured vessel is “the res.” And proceedings of this character are said to be in rem. (See In Personam, In Rem.) “Res” may also denote the action or proceeding, as when a cause, when not between adversary parties, is entitled “In re ----- .” Black’s 1<sup>st</sup>. See Note, in personam, in rem.

**\*prize law.** The system of laws and rules applicable to the capture of prize\*\* at sea; its condemnation, rights of the captors, distribution of the proceeds, etc. Black’s 1<sup>st</sup>.

**\*\*prize.** In admiralty law. A vessel or cargo, belonging to one of two belligerent powers, apprehended or forcibly captured at sea by a war vessel or privateer of the other belligerent, and claimed as enemy’s property, and therefore liable to appropriation and condemnation under the laws of war. Black’s 1<sup>st</sup>. Compare booty. See vice admiralty courts.

**Note:** *Your straw man is a “vessel” under admiralty law, and also a prize in war (war was officially declared against American citizens by the US Government under FDR in the Amendatory Act of March 9, 1933 (a/k/a Emergency Banking Relief Act) to the Trading With the Enemy Act of October 6, 1917. Prize on land is called “booty.”*

**RES JUDICATA.** A matter adjudged; a thing judicially acted upon or decided; a thing or matter settled by judgment.... Black’s 1<sup>st</sup>.

**RESIDENCE.** The act or fact of living or regularly staying at or in some place for the discharge of a debt or the enjoyment of a benefit.” Merriam-Webster’s Online Dictionary, 2002.

**RESOURCES.** Money or any property that can be converted to meet needs; means of raising money or supplies; capabilities of raising wealth or to supply necessary wants; available means or capability of any kind. Black’s 6<sup>th</sup>. See Note.

**Note:** *The government looks upon “Department of Health and Human Resources” as just that.*

**RETAIL.** To sell by small parcels, and not in the gross. To sell in small quantities. Black’s 1<sup>st</sup>. Compare wholesale.

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**REVENUE.** As applied to the income of a government, this is a broad and general term, including all public monies which the state collects and receives, from whatever source, and in whatever manner. Black's 1<sup>st</sup>. See Note.

**Note:** *Government income—revenue—is a “re-venue” of funds from the private venue into the public venue.*

**REVENUE AGENT.** Any duly authorized Commonwealth Internal Revenue Agent of the Department of the Treasury of Puerto Rico. 27 CFR § 250.11. See Note below.

**Note:** *The above is the only definition of “Revenue Agent” in all of the Code of Federal Regulations and elsewhere (Puerto Rico is a Commonwealth). The IRS is ensconced in a private trust (Puerto Rico Trust # 62) that operates out of Puerto Rico. A Revenue Agent is an unregistered foreign agent operating on American soil in violation of the Foreign Agents Registration Act of 1938. “Secretary of the Treasury” is an abbreviation of the actual title, “Secretary of the Treasury of Puerto Rico.” See Secretary, Internal Revenue Service.*

**REVISED ARTICLE 9.** [Revised] “Article 9 governs any transaction that creates a security interest in personal property or fixtures by contract, consignments, agricultural liens, sales of accounts, chattel paper, payment intangibles, promissory notes and other UCC security interests. Section 9-109.” William C. Smith, ABA (American Bar Association) Journal, August 2001, page 53.

**RIGHT(S).** “Rights” includes remedies. UCC 1-201(36). As a noun, and taken in a concrete sense, a right signifies a power, privilege, faculty, or demand, inherent in one person and incident upon another. “Rights” are defined generally as “powers of free action.” And the primal rights pertaining to men are undoubtedly enjoyed by human beings purely as such, being grounded in personality, and existing antecedently to their recognition by positive law. But leaving the abstract moral sphere, and giving to the term a juristic content, a “right” is well defined as “a capacity residing in one man of controlling, with the assent and assistance of the state, the actions of others.” Black's 1<sup>st</sup> \ Compare remedy.

**Note:** *Rights can only descend upon one in a corporate capacity and are inescapably linked with remedy. The concept of a remedy—the alter ego of a right—immediately involves corporate entities and officers, with the aggrieved party accessing his rights. Autonomous, sovereign beings neither have nor need “rights,” and a true sovereign neither relies on, nor draws from, nor hopes for the slightest shred of a right. Rather, a sovereign governs himself/herself without intervention of any party other than God, and exercises the power that inheres within him/her without compunction.<sup>[4]</sup> See corporation sole, quote from Theodore Roosevelt under “On Sovereigns” at the beginning of this book.*

**ROMAN CIVIL LAW.** See Note.

**Note:** *There are fundamentally only two kinds of law in human society: “real law,” of which original English common law, as well as commercial law, are particular cultural styles and developments, and “Roman civil law.” The latter is a perversion of the former. Common law and*

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*commercial law, as expressions of real law pertaining to free, sovereign people, are independent of organized governments. In common law, for instance, a king cannot access, without permission, the meanest commoner's hovel, which is the source of the phrase: "A man's home is his castle." Roman civil law is the "law" of government rulers—kings, princes, emperors, dictators, etc. Over the centuries governments have usurped the forms, trappings, and genius of common law and commercial law, transmuting them into forms of Roman civil law as tools of rulership. The spirit of truth, fairness, and justice of real law have been stifled and distorted from their just intent into means to implement tyranny.*

The principles of both real law and Roman Civil Law are simple. Real law is expression of two fundamental precepts:

- *Every man has free will and is therefore sovereign over himself and his own domain. A man is fully entitled to do whatever he wishes with his life except transgress against the similar inherent right of others. A man who damages another loses his sovereignty proportionate with that which is necessary to provide rectitude and recompense for the one wronged. In short: "Thou shalt not transgress against the rights of thy neighbor."*
- *All social intercourse, both express (written, bilateral) and implied (unwritten, ratified by acts not signature), is contract. Therefore, whatever contracts you enter into you are obligated to fulfill.*

*Roman Civil Law has but one principle:*

*"The will of the ruler has the force and effect of law."*

*All human governments are necessarily some form of Roman Civil Law, because no basis in real law can exist for any "ruler" to "rule" (i.e. to usurp, enforced by force, the rights, options, or property of) another man. Also, the fact that all life is contract is the source of the timeless maxim of law: Contract makes the law. This maxim is found in virtually every culture, language, and legal system in the world. All law, both express and implied, is inherently contract. An express contract is formalized in writing, specifying the various rights and duties of the parties and all the terms and conditions upon which the parties agree, with the voluntary consent of each party indicated by his signature. An implied contract is ratified by act instead of signature. An implied contract is formed, for instance, when one goes into a restaurant and orders a meal. Although no written contract is signed, a contract is formed nonetheless by the act of ordering and consuming the meal, on the basis of which one non-verbally consents to pay for it.*

*Roman Civil Law functions chiefly by implied contract, ratified by the presumed "implied assent" of the "ruled" through: (1) omitting to assert and preserve their own rights and freedom vis-a-vis the ruler; (2) accepting "benefits" that the government offers, thereby incurring whatever obligations are contractually implied by the acceptance. The creditors of the bankrupt US Government operate against you via the presumption that they hold legal title of the property registered on the birth document/certificate, and thereafter the mirror-image TRADE NAME, and that it is an open-ended lien against your rights, property, and labor as security to pay on the national debt. Redemption of the birth certificate and TRADE NAME eliminates all other claims concerning each.*

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**SALE.** ...a “sale” consists in the passing of title from the seller to the buyer for a price (Section 2-401). A “present sale” means a sale which is accomplished by the making of the contract. UCC 2-106(1).

**SECRETARY.** The Secretary of the Treasury of Puerto Rico. 27 CFR § 250.11. Ratification of acts of President and Secretary of the Treasury under section 95a - “The actions, regulations, rules, licenses, orders and proclamations heretofore or hereafter taken, promulgated, made, or issued by the President of the United States or the Secretary of the Treasury since March 4, 1933, pursuant to the authority conferred by section 95a of this title, are approved and confirmed.” 12 USC 95b, See Note, Revenue Agent.

**Note:** *The title “Secretary of the Treasury” is an abbreviation of the actual title: “Secretary of the Treasury of Puerto Rico.” IRS is domiciled in Puerto Rico under Puerto Rico Trust # 62, which makes Secretary of the Treasury of Puerto Rico, Paul*

1. *O’Neill, Trustee thereof. Secretary of the Treasury is not a U.S. government employee. He is an unregistered foreign agent operating in America in violation of the Foreign Agents Registration Act of 1938, and is the receiver in bankruptcy (Reorganization Plan No. 26 (1950), Title 5 USC 903, Public Law 94-564, Legislative History, page 5967) for the U.S. Government on behalf of the Federal Reserve creditors, and the Governor of both World Bank and International Monetary Fund, which are headquartered in Washington, D.C. As is easily discernible from the second cite above from 12 USC 95b, Secretary of the Treasury is openly accorded equal status with the President of the United States re all “actions, regulations, rules, licenses, orders and proclamations,” thus confirming the Secretary’s receiver status over United States.*

*The Department of the Treasury’s web site states that “The Secretary oversees the activities of the Department in...serving as the financial agent for the United States Government....” Treasury Department claims a number of “bureaus” through which the Secretary administers the Chapter 11 bankruptcy: Comptroller of the Currency; Federal Law Enforcement Training Center; Internal Revenue Service; United States*

*Secret Service; United States Customs Service; Bureau of Alcohol, Tobacco, and Firearms; Financial Crimes Enforcement Network (FINCEN); Treasury Forfeiture Fund; Bureau of the Public Debt; United States Mint; Financial Management Service; Bureau of Engraving and Printing; Office of Thrift Supervision; United States Savings Bonds Division; and Community Development Financial Institutions. Each bureau is assigned and engaged in its own “mission” (military objective) ascribed by the Secretary and openly publishes such. These bureaus and the personnel operating within them are unregistered foreign agencies and agents on American soil, also in violation of the Foreign Agents Registration Act of 1938. The identifier, “United States,” is not a part of the official title for either “Department of the Treasury” or “Secretary of the Treasury.”*

*In the popular TV series “Mission: Impossible” (and in the movies by the same name), after “Mr. Phelps” (or his motion-picture counterpart) receives his instructions for the next “impossible mission,” the voice announces “Your mission, should you decide to accept it,...”*

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*and later, in the event that Mr. Phelps or his Impossible Mission Team are caught, the admonishment: "the 'Secretary' will disavow all knowledge of you and your team..." A mission (see mission) is "a specific task or objective assigned to a member of a military unit, or the unit itself." The Secretary is Secretary of the Treasury of Puerto Rico, a/k/a Secretary of the Treasury, presently Paul H. O'Neill, who runs the de facto military units under him in military-style "missions" with his Impossible Mission Force, a/k/a "IMF," a/k/a "International Monetary Fund" (of which O'Neill is governor); and also by managing each "IMF," i.e. "Individual Master File," in the Puerto Rico-based IRS, and of which there is one Individual Master File for every "citizen of the United States" -TRADE NAME with a Social Security Account Number printed on a Social Security card along with the straw man's all-capital-letters nom de guerre (war name, see nom de guerre, Mark of the Beast) TRADE NAME printed thereon. The Wizard has owned outright the United States Government since 1933, and has "owned" Hollywood, an indispensable resource in achieving the "Impossible Mission," since 1938.*

**SECRETARY OF THE TREASURY.** See Note, Secretary.

Note: An abbreviated form of the actual title, "Secretary of The Treasury of Puerto Rico."

**SECURED PARTY.** "Secured party" means any of the following: (A) A person in whose favor a security interest is created or provided for under a security agreement, whether or not any obligation to be secured is outstanding. (B) A person that holds an agricultural lien. (C) A consignor. (D) A person to which accounts, chattel paper, payment intangibles, or promissory notes have been sold. (E) A trustee, indenture trustee, agent, collateral agent, or other representative in whose favor a security interest or agricultural lien is created or provided for. (F) A person that holds a security interest arising under Section 2401, 2505, 4210, or 5118, or under subdivision (3) of Section 2711 or subdivision (5) of Section 10508. UCC 9-102(a)(72). A person or business that has a legal right to designated money and/or goods of another. WSUG.

**SECURITIES.** Stock certificates, bonds or other evidence of a secured indebtedness or of a right created in the holder to participate in the profits or assets distribution of a profit-making enterprise; more generally, written assurances for the return or payment of money; instruments giving to their legal holders right to money or other property. As such, securities have value and are used in regular channels of commerce. The basic purpose of the sale of securities is to raise capital for business and government. Barron's 3 .

**SECURITY AGREEMENT.** "Security agreement" means an agreement that creates or provides for a security interest. UCC 9-102(a)(73). An agreement granting a creditor a security interest in personal property, which security interest is normally perfected either by the creditor taking possession of the collateral or by filing financing statements in the proper public records. Black's 6<sup>th</sup>. See attach, security interest, fidelity bond, possessory lien.

**SECURITY INTEREST.** "Security interest" means an interest in personal property or fixtures which secures payment or performance of an obligation.... UCC 1-201(37)(a). Interest in property obtained pursuant to security agreement. Black's 6<sup>th</sup>. Lien created by an agreement. Bankruptcy Code § 101. The legal right of one party to take, possess, or use the pledged money

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and/or goods of a second party if the second party does not fulfill its obligation to the first party. WSUG. See attach, security agreement, perfection of security interest.

**SENATE DOCUMENT NO. 43, 73<sup>rd</sup> CONGRESS, 1<sup>st</sup> SESSION.** (March 9 - June 16, 1933) “...The ownership of all property is in the State; individual so-called ownership is only by virtue of government, i.e. law amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State.” See Note, “in this state,” Conference of Governors, March 6, 1933.

**Note:** *A likely source of the foregoing is Bernard M. Baruch, The Knickerbocker Press, Albany, N.Y., August; 8, 1918:*

*“We are living in a highly organized state of socialism. The state is all; the individual is of importance only as he contributes to the welfare of the state. His property is only his as the state does not need it. He must hold his life and his possessions at the call of the state.”*

*All objects and spaces, and tangible and intangible property, including “money,” in America and most of the world, represent debt—that is, all such things that have not presently been claimed under the UCC by a Redemptor (sovereign). Nonsovereigns are “mere users” of everything they “own.” Everything is “legally” owned by the State. If you do not believe this, just stop paying property taxes or automobile registration fees and see what happens, Read in the background of the annual renewal sticker (with the year printed on it) on the license plate of your car. It says “Official Use Only.” The state holds a perfected security interest in your car because you chose to register it with the DMV [see UCC 9-303]. Basically, the state has the assets (title), and the “owner” has the liabilities (accountability for use)—unless, of course, the owner captures his or her straw man and sets things straight. If you examine the Vehicle Code of your state you will find that there is no code/law requiring registration of any automobile that is not used for the “transportation of persons or property for hire or compensation.” Registration of an automobile with the Department of Motor Vehicles is legal identification of the character of the property, i.e. non-private, and is strictly voluntary.*

**SEND.** “Send,” in connection with a record or notification, means to do either of the following: (A) To deposit in the mail, deliver for transmission, or transmit by any other usual means of communication, with postage or cost of transmission provided for, addressed to any address reasonable under the circumstances. (B) To cause the record or notification to be received within the time that it would have been received if properly sent under subparagraph (A). UCC 9-102(a)(74).

**SERVICEMARK.** A name, phrase, or other device used to identify and distinguish the services of a certain provider. • Servicemarks identify and afford protection to intangible things such as services, as distinguished from the protection already provided for marks affixed to tangible things such as goods and products. — Often shortened to mark. — Also spelled service mark, service-mark. Cf. trademark (1). Black’s 7<sup>th</sup>. See Note. Compare trademark, mark.

**SETOFF, SET-OFF.** A debtor’s right to reduce the amount of a debt by any sum the creditor owes the debtor; the counterbalancing sum owed by the creditor. Black’s 7<sup>th</sup>. A counterclaim or



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cross-demand; a claim or demand which the defendant in an action sets off against the claim of the plaintiff, as being his due, whereby he may extinguish the plaintiff's demand, either in whole or in part, according to the amount of the set-off. Set-off is a defense which goes not to the justice of the plaintiff's demand, but sets up a demand against the plaintiff to counterbalance his in whole or in part. Black's See Note, action, defendant.

**SEVEN-POINT INSTRUMENTS.** See Note.

**Note:** In commercial law, any document or instrument (including legal briefs, securities, promissory notes, affidavits, and contracts) must contain seven (7) essential elements to be valid. If any of these elements is missing the paper is commercially defective, void, or expressly fraudulent. These essential elements are:

1. Accurate identification of the parties to the instrument, contract, or dispute.
2. Nature and content of the allegations or claims set forth with particularity.
3. Ledgering—accounting of the remedy or relief sought as recompense or compensation for specific wrongs or contractual violations or defaults.
4. Evidence of solvency—identification of the property sought/pledged as the stakes over which the dispute occurs, to be forfeited to the prevailing party to pay the debt/damage and satisfy the judgment.
5. Facts and law—specific laws violated and facts set in evidence by exhibit.
6. Certification—statement under oath by party asserting an allegation or claim that everything asserted is “true, correct, and complete,” whether criminal or civil.
7. Witnesses—third party certification substantiating the legal identity of the party executing the instrument (notary).

**SIGHT DRAFT.** A bill of exchange for the immediate payment of money. Barron's 3<sup>rd</sup>. A bill of exchange for the immediate collection of money. Black's 6<sup>th</sup>.

**SIGNATURE.** (a) A person is not liable on an instrument unless (1) the person signed the instrument, or (2) the person is represented by an agent or representative who signed the instrument and the signature is binding on the represented person under section 3402. (b) A signature may be made (1) manually or by means of a device or machine and (2) by the use of any name, including a trade or assumed name, or by a word, mark, or symbol executed or adopted by a person with present intention to authenticate a writing. UCC 3-401.

**SIGNED.** “Signed” includes any symbol executed or adopted by a party with present intention to authenticate a writing. UCC 1-201(39).

**SLAVE.** 1. A person who is wholly subject to the will of another; one who has no freedom of action, but whose person and services are wholly under the control of another. 2. One who is under the power of a master, and who belongs to him; so the master may sell and dispose of his person, of his industry, and of his labor, without his being able to do anything, have anything, or acquire anything, but what must belong to his master. Civ.Code La. 1838, art. 35. Black's 4<sup>th</sup>.

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**SLAVE.** A man who is by law deprived of his liberty for life, and becomes the property of another.

2. A slave has no political rights, and generally has no civil rights. He can enter into no contract unless specially authorized by law; what he acquires generally, belongs to his master. The children of female slaves follow the condition of their mothers, and are themselves slaves.

3. In Maryland, Missouri and Virginia slaves are declared by statute to be personal estate, or treated as such. Anth. Shep. To. 428, 494; Misso. Laws, 558. In Kentucky, the rule is different, and they are considered real estate. 1 Kty. Rev. Laws, 566 1 Dana's R. 94.

4. In general a slave is considered a thing and not a person; but sometimes he is considered as a person; as when he commits a crime; for example, two white persons and a slave can commit a riot. 1 McCord, 534. See Person.

5. A slave may acquire his freedom in various ways: 1. **By manumission, by deed or writing, which must be made according to the laws of the state where the master then acts.** 1 Penn. 10; 1 Rand. 15. The deed may be absolute which gives immediate freedom to the slave, or conditional giving him immediate freedom, and reserving a right of service for a time to come; 6 Rand. 652; or giving him his freedom as soon as a certain condition shall have been fulfilled. 2 Root, 364; Coxe, 4. 2. By manumission by will. When there is an express emancipation by will, the slave will be free, and the testator's real estate shall be charged with the payment of his debts, if there be not enough personal property without the sale of the slaves. 9 Pet. 461. See Harper, R. 20. The manumission by will may be implied, as, where the master devises property real or personal to his slave. 2 Pet; 670; 5 Har. & J. 190. 3. By the removal of the slave with the consent of the master, animo morandi, into one of the United States where slavery is forbidden by law; 2 Mart. Lo. Rep. N. J. 401; or when he sojourns there longer than is allowed by the law of the state. 7 S. & R. 378; 1 Wash. C. C. Rep. 499. Vide Stroud on Slavery; Bouv. Inst. Index, h. t.; and as to the rights of one who, being free, is held as a slave, 2 Gilman, 1; 3 Yeates, 240.

**STATUS.** Legal status is the position held by something or someone with regard to law. It is a set of rights, obligations, powers or restrictions that a person or thing has which are encompassed in or declared by legislation.

**SOFTWARE.** "Software" means a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include a computer program that is included in the definition of goods. UCC 9-102(a)(74).

**SOVEREIGN.** n. One who possesses supreme authority... F&W. adj. chief or highest; supreme; supreme in power; supreme in position to all others; independent of, and unlimited by, any other... Webster's Collegiate Dictionary. Fifth Edition, 1947. See Note.

**Note:** *Possibly the best (and simplest) definition of what a sovereign actually is, is contained within the definition of the term "sui juris": "Of his own right; possessing full social and civil*

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*right; not under any legal disability, or the power of another, or guardianship.” (Underline emphasis added) The unit of sovereignty, autonomy, and government is each free-will being: See sui juris, quote from Theodore Roosevelt under “On Sovereigns” at the beginning of this book.*

**SOVEREIGN PEOPLE.** The political body consisting of the entire number of citizens and qualified electors, who, in their collective capacity, possess, the powers of sovereignty and exercise them through their chosen representatives. *Manion v. State*, 303 Mich. 1, 5 N.W.2d, 527, 528. Black’s 4<sup>th</sup>.

**SOVEREIGN POWER, OR SOVEREIGNTY.** That power in a state to which none other is superior or equal. Black’s 1<sup>st</sup>. See Note.

**SOVEREIGNTY.** Supreme dominion, authority, or rule. Black’s 7<sup>th</sup>. The possession power; supreme political authority; paramount control of the constitution and frame of government and its administration; the self-sufficient source of political power, from which all specific political powers are derived; the international independence of a state, combined with the right and power of regulating its internal affairs without foreign dictation; also a political society or state which is sovereign and independent. Black’s 1<sup>st</sup>. "Congress can exercise no power by virtue of any supposed inherent sovereignty in the General Government. Indeed, it may be doubted whether the power can be correctly said to appertain to sovereignty in any proper sense as an attribute of an independent political community. The power to commit violence, perpetrate injustice, take private property by force without compensation to the owner, and compel the receipt of promises to pay in place of money, may be exercised, as it often has been, by irresponsible authority, but it cannot be considered as belonging to a government founded upon law. But be that as it may, there is no such thing as a power of inherent sovereignty in the Government of the United States." *Juilliarcf v. Gireenman*. 110 U.S. 421 (1884). See Note.

**Note:** *Regaining personal sovereignty is a matter of: (1) taking complete legal control of the use of both your true name and TRADE NAME—each of which is an article of property—under the common law; and (2) contracting only with those with whom you desire to transact business upon receiving an appellation. See appellation.*

**SPECIAL.** Relating to or designating a species, kind, or sort; designated for a particular purpose; confined to a particular purpose, object, person, or class. The opposite of general. Black’s 1<sup>st</sup>. Compare general.

**SPECIAL APPEARANCE.** 1. A defendant’s pleading that either claims that the court lacks personal jurisdiction over the defendant or objects to improper service of process. 2. A defendant’s showing up in court for the sole purpose of contesting the court’s assertion of personal jurisdiction over the defendant...- Black’s 7<sup>th</sup>.

**SPECIE.** Coin of the precious metals, of a certain weight and fineness, and bearing the stamp of the government, denoting its value as currency. Black’s 1<sup>st</sup>.

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**STARE DECISIS.** n. [Latin “to stand by things decided”] The doctrine of precedent, under which it is necessary for a court to follow earlier judicial decisions when the same points arise again in litigation. Black’s 7<sup>th</sup>.

**STATE.** “State” means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States. UCC 9-102(a)(76). See Note.

**Note:** *The above definition, as presented, is not inclusive of the 50 several States. Further, UCC 9-307(h) reads: “Location of United States. The United States is located in the District of Columbia.”*

**STATUTE.** An act of the legislature, adopted under its constitutional authority, by prescribed means and in certain form, so that it becomes the law governing conduct within its scope. Statutes are enacted to prescribe conduct, define crimes, create inferior government bodies, appropriate public monies, and in general to promote the public welfare. Barron’s 3<sup>rd</sup>. Compare civil law, common law. See Note.

**Note:** *Statutory law is concerned with persons (artificial) and their privileges, duties, and obligations re collective public/government welfare. It does not, and cannot, deal with sovereign men and women (people), unless, of course, such sovereigns “voluntarily” contract away their sovereignty.*

**STRAMINEUS HOMO.** A man of straw, one of no substance, put forward as bail or surety. Black’s 1<sup>st</sup>. See straw man.

**STRATOCRACY.** A military government; government by military chiefs of an army. Black’s 6<sup>th</sup>.

**STRAW MAN or PARTY.** A “front”; a third party who is put up in name only to take part in a transaction. Nominal party to a transaction... Black’s 6<sup>th</sup>. The term is also used in commercial and property contexts when a transfer is made to a third party, the straw man [person], simply for the purpose of re-transferring to the transferor in order to accomplish some other purpose not otherwise permitted. Barron’s 3<sup>rd</sup>. See Note, stramineus homo.

**Note:** *The straw man is an artificial person (see artificial person) created by law shortly after one’s birth via registration of the biological property in a birth record/ document/certificate, a document of title (see birth certificate), and the inscription on other documents thereafter of a “mirror image,” ALL-CAPITAL-LETTERS TRADE NAME (see all-capital letters-written). The straw man has a fictitious name (see fictitious name) written in a manner not provided for in the rules of English grammar (see proper). Your straw man has a same-sounding (see idem sonans) name as your true name, but is artificial and exists only “by force of or in contemplation of law” (see person). A straw man is a distinct legal entity (corporate) that benefits the creator (US Government) because the creator can then accomplish things in the name of the straw man that would not otherwise be permitted—e.g. secretly acquire property, do business with one’s enemies, etc. The people of the world have been politically and financially ravaged because they*

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*did not know of their alter ego\*, public-persona straw man. Bankrupt governments use such straw men for the purpose of siphoning wealth from otherwise sovereign men and women on behalf of their creditor, the Federal Reserve/IMF. After Redemption, the straw-man TRADE NAME can be used for your benefit, rather than your continued exploitation.*

*Under the UCC, our straw man is defined as, and serves as, a “transmitting utility” (see transmitting utility). The operators/controllers of the political/economic/ industrial system have set it up so that the only way that flesh-and-blood men, women, and children can access the industrial goods and services of the nation is through a nominal third party, a front man, a dummy (see dummy), a public corporation of one (see public corporation), a corporately colored juristic person, a straw man, a utility—through which said goods and services may be transmitted. I.e. the only way one can acquire the goods and services of the nation is through the straw man. You cannot keep your body alive and survive in the world today without the industrial goods and services of the nation, so you are forced to interface through your straw man in order to partake of them. Because the straw man has no body, and because you are the one actually benefiting from the consumption/use of the industrial goods and services of the nation, and because, before Redemption, you do not hold title re your straw man, you are the one responsible for discharging the public liability associated with the “benefits” that you enjoy courtesy your straw man.*

*One “purpose not otherwise permitted” mentioned above is “extraction of ‘income tax from a sovereign,” i.e. you—something for which you would not otherwise give consent. All “income” is “corporate income,” and the straw man is a dummy public corporation. Because the straw man is registered (birth certificate), and because you cannot work for another except via his labor license (Social Security card), and cannot have a bank account except through his serial number (Social Security Account Number), taxes are relatively easily monitored, assessed, and collected. All claims made against you, both civil and criminal, are instituted in your straw man’s TRADE NAME, which is held in custody by the State Registrar. Accordingly, upon reaffirming legal title, you gain capacity to protect your interests so that others cannot come against you via your straw man’s TRADE NAME and perfect a claim.*

*A straw man is a construct of law is a fictitious entity is a person is an artificial person is a juristic person is a dummy is a dummy corporation is a public corporation is a public vessel is a vessel is a transmitting utility is an employee is an individual is a citizen of the United States.*

*\*alter ego. [L: literally, another I] 1. A second self. 2. An inseparable friend.*

ACED.

**STRICT FORECLOSURE.** A rare procedure that gives the mortgagee title to the mortgaged property — without first conducting a sale — after a defaulting mortgagor fails to pay the mortgage debt within a court-specified period. • The use of strict foreclosure is limited to special situations except in those few states that permit the remedy generally. Black’s 7<sup>th</sup>. See Note.

**Note:** *The above is a statutory definition, but strict foreclosure is also referenced in the UCC. A highly obscure term, this so-called “rare” procedure is the one that is used every single time by*

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*IRS and banks when conducting non-judicial foreclosures on homes and automobiles. The misdirector, "court-specified period," mentioned in the definition is a lame attempt at making the reader believe that the courts somehow have a hand in this; however, no court is involved in a strict foreclosure. The so-called court-specified period references only the statutory (not contractual/ commercial) "redemption period," i.e. the period of time specified by a participating court, during which defaulting debtors may recover the property after foreclosure sales and tax sales by paying the outstanding debt/charges. Since courts are not involved in commercial strict foreclosures, its inclusion here is moot. Strict foreclosures are based on consensual contract and the terms are all agreed upon in advance, thus obviating potential disputes, as well as the need for any third-party arbiter. It is also the process used by a Redemptor for satisfaction of the commercial default (and failure to cure the default) of any absconding debtor who does business with the Recfemptor through unauthorized use of the Redemptor's common-law- copyrighted TRADE NAME.*

**SUI JURIS.** Lat. Of his own right; possessing full social and civil right; not under any legal disability, or the power of another, or guardianship. Black's 4<sup>th</sup>.

**Note:** The Legal masters of the World cannot have it both ways, and could not stop this one from slipping out. No one can be held accountable as a surety (for the TRADE NAME) without also being sui juris (sovereign). This defines what a sovereign is better than any other definition.

**SUMMARY.** Immediate; peremptory; off-hand; without a jury; provisional; statutory. Black's 5<sup>th</sup>

**SUMMARY PROCEEDING.** Any proceeding by which a controversy is settled, case disposed of, or trial conducted, in a prompt and simple manner, without the aid of a jury, without presentment of indictment, or in other aspects out of the regular course of the common law. Black's 1<sup>st</sup>.

**SUM CERTAIN.** "Sum certain" is any amount that is settled, stated, or exact; re negotiable instruments: the sum must be ascertainable at the time the instrument is made and computable solely by examination of it; in commercial law, in order for an instrument to be negotiable, it must contain an unconditional promise to pay a sum certain. UCC 3- 104(1 )(b).

**SUPRA.** Lat. Above; upon. This word occurring by itself in a book refers the reader to a previous part of the book, like ante; it is also the initial word of several Latin phrases. Black's 4<sup>th</sup>

**SUPRA PROTEST.** In mercantile law. A term applied to an acceptance of a bill by a third person, after protest for non acceptance by the drawee. Black's 4<sup>th</sup>.

**SURETY.** 1. A person who is primarily liable for the payment of another's debt or the performance of another's obligation. • Although a surety is similar to an insurer, one important difference is that a surety often receives no compensation for assuming liability. .. Black's 7<sup>th</sup>. One who has contracted himself to be answerable for the debt, default, or miscarriage of another,

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ACED. "Surety" includes guarantor. UCC1-201(40). A person who binds himself for the payment of a sum of money, or for the performance of something else, for another. Bouvier's 8<sup>th</sup>. A person who is primarily liable for the payment of another's debt or the performance of another's obligation. Black's 7<sup>th</sup>. One who undertakes to pay money or perform other acts in the event that his principal fails to do so; the surety is directly and immediately liable for the debt. Barron's 3<sup>rd</sup>. A surety is one who at the request of another, and for the purpose of securing to him a benefit, becomes responsible for the performance by the latter, of some act in favor of a third person, or hypothecates property as security therefor. Black's 1<sup>st</sup>. Contracts. 1. A person who binds himself for the payment of a sum of money or for the performance of something else, for another, who is already bound for the same. A surety differs from a guarantor, and the latter cannot be sued until after a suit against the principal. 2. The surety differ? from bail in this, that the latter actually has, or is by law presumed to have, the custody of his principal, while the former has no control over him. The bail may surrender his principal in discharge of his obligation; the surety cannot be discharged by such surrender. Bouvier's (rV See voluntary surety, co-sureties, co-surety, suretyship, bail, guarantor, Note.

**voluntary surety.** A surety who receives no consideration for the promise to act as a surety. Black's 7<sup>th</sup>.

**co-sureties.** Joint sureties; two or more sureties to the same obligation. Black's 4<sup>th</sup>. See surety, suretyship.

**co-surety.** A surety who shares the cost of performing suretyship obligations with another. Black's 7<sup>th</sup>. See surety, suretyship.

**Note:** *You have unwittingly become, through various chicaneries, the surety for the straw man, "wholly brought into separate existence" ("birth") via registration of your biological "property" as described on your birth certificate. See bail.*

**SURETYSHIP.** 1. The legal relation that arises when one party assumes liability for a debt, default, or other failing of a second party. • The liability of both parties begins simultaneously. In other words, under a contract of suretyship, a surety becomes a party to the principal obligation. 2. The lending of credit to aid a principal who does not have sufficient credit. • The purpose is to guard against loss if the principal debtor were to default.

3. The position or status of a surety. Black's 7<sup>th</sup>. Contracts. 1. An accessory agreement by which a person binds himself for another already bound, either in whole or in part, as for his debt, default or miscarriage.... 4. The contract of suretyship may be entered into by all persons who are sui juris, and capable of entering into other contracts.... 7. Where the statute of frauds, 29 Car. II., c. 3, is in force, or its principles have been adopted, the contract of suretyship "to answer for the debt, default or miscarriage of another person," must be in writing, &c.... 8. The contract of suretyship is discharged and becomes extinct, 1st. Either by the terms of the contract itself. 2d. By the acts to which both the creditor and principal alorie are parties. 3d. By the acts of the creditor and sureties. 4th. By fraud. 5th. By operation of law.... -2. The contract of suretyship becomes extinct or discharged by the acts of the principal and of the creditor without any act of the surety. This may be

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done, 1. By payment, by the principal. 2. By release of the principal. 3. By tender made by principal to the creditor. 4. By compromise. 5. By accord and satisfaction. 6. By novation\*. 7. By delegation. 8. By set-off. 9. By alteration of the contract.... 12. - 2. As the release of the principal discharges the obligation, the surety is also discharged by it.... 13. - 3. A lawful tender made by the principal or his authorized agent, to the creditor or his authorized agent, will discharge the surety.... 18. - 8. When the principal has a just set-off to the whole claim of the creditor, the surety is discharged.... 20. - 3. The contract is discharged by the acts of the creditor and surety, 1. By payment made by the surety. 2. By release of the surety by the creditor. 3. By compromise between them. 4. By accord and satisfaction. 5. By setoff.... 21. - 4. Fraud by the creditor in relation to the obligation of the surety, or by the debtor with the knowledge or assent of the creditor, will discharge the liability of the surety.... 22. - 5. The contract of suretyship is discharged by operation of law, 1. By confusion. 2. By prescription, or the act of limitations. 3. By bankruptcy.... 23. - 1. The contract of suretyship is discharged by confusion or merger of rights; as, where the obligee marries the obligor.... 24. - 2. The act of limitations or prescription is a perfect bar to a recovery against a surety, after a sufficient lapse of time, when the creditor was sui juris and of a capacity to sue.... 25. - 3. The discharge of the surety under the bankruptcy laws will put an end to his liability, unless otherwise provided for in the law.... 27. Co-sureties are in general bound in solido\*\* to pay the debt, when the principal fails, and if one be compelled to pay the whole, he may demand contribution from the rest, and recover from them their several proportions of their common liability in an action for money paid by him to their use. Bouvier's 6 .

**'novation.** The act of substituting for an old obligation a new one that either replaces an existing obligation with a new obligation or replaces an original party with a new party. Black's 7<sup>th</sup>.

**in solido.** [Latin "as a whole"] (Of an obligation) creating joint and several liability. The term is used in civil-law jurisdictions such as Louisiana. — Also termed in solidum.

**involuntary suretyship.** A suretyship that arises incidentally, when the chief object of the contract is to accomplish some other purpose. Black's 7<sup>th</sup>.

**suretyship by operation of law.** A suretyship that the law creates when a third party promises a debtor to assume and pay the debt that the debtor owes to a creditor. Black's 7<sup>th</sup>.

**voluntary suretyship.** A suretyship in which the chief object of the contract is to make one party a surety. Black's 7<sup>th</sup>.

**SURNAME.** A name which is added to the Christian name, and which, in modern times, have become family names. 2. They are called surnames, because originally they were written over the name in judicial writings and contracts. They were and are still used for the purpose of distinguishing persons of the same name. They were taken from something attached to the persons assuming them, as John Carpenter, Joseph Black, Samuel Little, &c. Bouvier's 6<sup>h</sup>. The family name; the name over and above the Christian name. The part of the name which is not given in baptism; the name of a person which is derived from the common name of his parents. Black's 4<sup>th</sup>. See name.



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**SURPLUS.** That which is left from a fund which has been appropriated for a particular purpose; the remainder of a thing; the overplus, the residue. Bouvier's 6<sup>th</sup>.

**TAX.** [ $\lt$  ML taxare to tax, appraise, L to appraise, handle, tangere to touch] a rate or sum of money assessed on a citizen's person, property, or activity for the support of a government levied upon real assets or real property (property tax), upon income derived from wages, etc. (income tax), or upon sale or purchase of goods (sales tax). Barron's 3<sup>rd</sup>. See Note, census, census regalis.

**Note:** *Linder the current debt-based system and commercial law, tax, lien, and fine are synonymous terms.*

**TAX RETURN.** The form on which an individual, corporation or other entity reports income, deductions and exemptions and calculates their tax liability. A tax return is generally for a one year period, however, in some cases, the period may be less than a year. A federal tax return is filed with the Internal Revenue Service, and a state return is filed with the revenue department of the state. Black's 6<sup>th</sup>, See Note.

**Note:** *It is called a "return" because a portion of the Federal Reserve Notes that have "come in" are sent back, restored, re-delivered—i.e. returned—to their lawful owner, the Federal Reserve Bank, in exchange for the privilege of their use. President Ronald Reagan's Private Sector Survey on Cost Control, on the subject of "income taxes," reported as follows:*

*"100% of what is collected is absorbed solely by interest on the Federal debt and by Federal Government contributions to transfer payments. In other words, all individual income tax revenues are gone before one nickel is spent on the services which taxpayers expect from their government."*

*Grace Commission Report to the President, January 15, 1984*

*Note that the two entities cited in the definition above are both corporate, artificial persons: an "individual" is a public corporation of one; a "corporation" is a corporation aggregate. This is why "officer of a corporation" is the only extraneous entity cited in Internal Revenue Code definition of "employee." See individual, public corporation, artificial person, dummy, dummy corporation, employee, straw man.*

**TAXPAYER.** One who is subject to a tax on income, regardless of whether or not he or she pays the tax. Internal Revenue Code 7701 (a)14. See Note, census, census regalis, transmitting utility, individual, employee, employer.

**Note:** *Being a public corporation and an individual, the TRADE NAME is the "One who is subject to a tax on income..." but the straw man does not, indeed cannot, pay the tax. You, as the straw man's surety (see surety), pay the tax on its behalf.*

**TENOR.** By the tenor of an instrument signifies the true meaning of the matter therein contained. Cowell. Bouvier's 8<sup>th</sup>.

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**TITLE** (1). [< ME variant of titel, OE titul < L titul(us) superscription, title] Law. a legal right to the possession of property, esp. real property; the ground or evidence of such right; the instrument constituting evidence of such right; a unity combining all of the requisites of complete legal ownership. Also: ownership; a term used in property law to denote the composite of facts that will permit one to recover or to retain possession of a thing. Webster's. See Note.

**Note:** *Your birth certificate is only a certificate of title re your straw man, and confirms only that the issuer of the certificate held the actual title at the time of registration (the issuer may have since assigned/sold/transferred the original birth document). You are the source, origin, and cause of the property registered in the birth certificate: the corporate, all-capital-letter TRADE NAME of your straw man. As its surety (see surety), you bear all liability for its misadventures in the public sphere, including being personally financially responsible for its "fair share" of the National Debt and any other penalties and charges associated with its name. You are also the only one referenced/identified on the original birth document (mother, father, place of birth, exact minute of birth, footprints, handprints, eye color, weight, height/length, blood type, etc.). Accordingly, you have the supreme claim re title of your birth certificate. To reclaim it and redeem it, all you need to do is speak up in the proper forum and in the proper manner. See document of title.*

**TITLE** (2). The radical meaning of this word appears to be that of a mark, style, or designation; a distinctive appellation; the name by which anything is known. Thus, in the law of persons, a title is an appellation of dignity or distinction, a name denoting the social rank of the person bearing it; as "duke" or "count."... Black's 1<sup>st</sup>. See Note.

**Note:** The title "esquire," flaunted by most attorneys in America, is a title of nobility—the granting of which is prohibited by the Constitution—in the British class system of contemporary feudalism signifying status above the rank of "gentleman" and below the rank of "knight."

**TORT.** Wrong; injury; the opposite of right. So called, according to Lord Coke, because it is wrested, or crooked, being contrary to that which is right and straight.... In modern practice, tort# is constantly used as an English word to denote a wrong or wrongful act, for which an action will lie, as distinguished from a contract.... A tort is a legal wrong committed upon the person or property independent of contract. It may be either (1) a direct invasion of some legal right of the individual; (2) the infraction of some public duty by which special damage accrues to the individual; (3) the violation of some private obligation by which like damage accrues to the individual. In the former case, no special damage is necessary to entitle the party to recover. In the two latter cases, such damage is necessary. See Note.

**Note:** *"Torts" are a fabrication and a fraud. In order to keep judges from having criminal charges filed against them, a way of cheating on the rules was needed (in order to stay in business within the system) wherein a civil charge could be converted into a criminal charge, and vice versa. The solution was a third system of law within the courts called "torts." "Tort" means "a twisting." When words such as "accused of," "counts," and "fraud," appear in a civil complaint it is said to be "in the nature of a criminal process:" Since it is in the nature of a criminal process, one can respectfully reserve the right to remain silent and not be a witness against himself. AH interrogatories are thereby thwarted—there is no discovery—and the tort*

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*claim is killed. They must proceed criminally with a jury trial—and it's all over because it isn't simple for them anymore and it's no longer profitable. That's how tort claims are stopped.*

**TRADE-NAME.** A trade-name is a name which by user and reputation has acquired the property of indicating that a certain trade or occupation is carried on by a particular person. The name may be that of a person, place, or thing, or it may be what is called a “fancy name,” (i.e. a name having no sense as applied to the particular trade,) or word invented for the occasion, and having no sense at all. Seb. Trade-Marks, 37 Sweet. Black's 1<sup>st</sup>. See Note.

**Note:** Any alphabetical variant of someone's true name set forth in ALL-CAPITAL LETTER/abbreviated format so as to express an idem sonans legal construct that signifies a juristic person, a corporate entity, as well as any other type of artificial contrivance such as a corporation, trust, partnership, “doing business as (dba),” and the like. A TRADE NAME functions as a “transmitting utility” in commerce for and on behalf of the man/woman. In accordance with the “Law of the Flag,” a TRADE NAME is artificial, abstract, and corporate in nature while a man has physical existence. TRADE NAMES are not the equivalent of the man/woman on whose behalf the TRADE NAME functions as a flag, transmitting utility, proprietary trademark, etc.

**TRADEMARK.** n. 1. A word, phrase, logo, or other graphic symbol used by a manufacturer or seller to distinguish its product or products from those of others. • The main purpose of a trademark is to guarantee a product's genuineness. In effect, the trademark is the commercial substitute for one's signature.... In its broadest sense, the term trademark includes a servicemark. - Often shortened to mark.... Black's 7<sup>th</sup>. Compare servicemark.

**TRADING WITH THE ENEMY ACT OF OCTOBER 6, 1917. (H.R. 4960, Public, No. 91)**  
“...(b) During time of war or during any other period of national emergency declared by the President, the President may, through any agency that he may designate, or otherwise, investigate, regulate, or prohibit, under such rules and regulations as he may prescribe, by means of licenses or otherwise, any transactions in foreign exchange, transfers of credit between or payments by banking institutions as defined by the President, and export, hoarding, melting, or earmarking of gold or silver coin or bullion or currency, by any person within the United States or any place subject to the jurisdiction thereof; and the President may require any person engaged in any transaction referred to in this subdivision to furnish under oath, complete information relative thereto, including the production of any books of account, contracts, letters or other papers, in connection therewith in the custody or control of such person, either before or after such transaction is completed. ..” and “(c) Such other individuals, or body or class of individuals, as may be natives, citizens, or subjects of any nation with which the United States is at war, other than citizens of the United States, wherever resident or wherever doing business, as the President, if he shall find the safety of the United States or the successful prosecution of the war shall so require, may, by proclamation, include within the term ‘enemy’.” [Underline emphasis added.] See Note.

**Note:** *A Government's tactic of fostering emergencies and stepping in as hero to extricate the people from the “difficulty” by dramatically increasing state power is as old as governments themselves. The U.S. bankruptcy occurring in 1861 placed the country under Emergency War*

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*Powers (12 Stat 319), which has never been repealed and exists in Title 50 United States Code (USC) §§212, 213, 215, Appendix 16, 26 Code of Federal Regulations (CFR) Chapter 1 § 303.1-6(a), and 31 CFR Chapter 5 § 500.701 Penalties. The “Civil War” was not fought over slavery, but over private bank control of America. On October 6, 1917, the United States passed the Trading With the Enemy Act (H.R. 4960, Public Law 91), granting itself extraordinary additional powers under the cover of WWI.*

*On March 9, 1933, just after Roosevelt’s Inauguration, Congress passed the Amendatory Act (48 Stat. 1) to the Trading With the Enemy Act, at a time when the United States was not in a shooting war with any foreign foe (Government had become an administration for the creditors in bankruptcy). The amended version provided legal justification for dramatic increases in the power, scope, and authority of the U.S. Government (now owned by, and an administrative agency of, the Federal Reserve/IMF bankers). Aspects of such increase are:*

*The President became “King” via Section 1 of Title I of the Act:*

*“The actions, regulations, rules, licenses, orders and proclamations heretofore or hereinafter taken, promulgated, made, or issued by the President of the United States or the Secretary of the Treasury, pursuant to the authority conferred by subdivision (b) of section 5 of the Act of October 6, 1917, as amended, are hereby approved and confirmed.*

*This means that anything the President wants to do is “approved and confirmed” automatically, in advance (i.e. “hereinafter”) and backed by the full force, effect, and power of the “Government.” Title 12 USC 95(a) states in part:*

*“(a) In order to provide for the safer and more effective operation of the National Banking System and the Federal Reserve System [indicating that the President acts for, on behalf of, and under the direction of the Federal Reserve]...during such emergency period as the President of the United States by proclamation may prescribe,...*

*Every President since Roosevelt has reaffirmed the “national emergency” and issued “Executive Orders” under 12 USC 95(a), and continued the “reorganization” of the country in favor of the Federal Reserve/IMF bankers. Since March 18, 1968, 31 USC 5112 (84 Stat. 1769; 1970) and 31 USC 5119, FRNs have not been redeemable in silver. In 1971-1973 President Nixon declared total international bankruptcy, rendering private Federal Reserve “Notes” unredeemable, non-negotiable (“floating”) pieces of paper as a medium of exchange. These Notes are listed in 26 USC 165(g) as “worthless securities.”*

*The original Trading With the Enemy Act excluded citizens of the United States from being treated as the enemy when involved in transactions wholly within the United States. The Amendatory Act of March 9, 1933, however, included the people of the United States as the enemy by inserting the following:*

*“...by any person within the United States or any place subject to the jurisdiction thereof;...” Chapter 1, Title 1, Section 1(b).*

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*By operation of law, all persons (“citizens of the United States”) involved in monetary transactions “within the United States” became official enemies of the U.S. Government and, as such, required a license for almost every type of commercial activity imaginable. The fact that sovereign Americans do not qualify as “persons within the United States,” and hence are not subjects of the legislation, was not explained for them by the U.S. Government in 1933, nor anytime thereafter (and never will be).*

**TRADING WITH THE ENEMY.** The federal offense of carrying on commerce with a nation or with a subject or ally of a nation with which the United States is at war. Black’s 7<sup>th</sup>. See mark, marque, Mark of the Beast.

**TRANSMIT.** [ME transmittē < L transmittē(re) (to) send across, equiv. to trans- TRANS- + mittere to send] v.t. to convey or pass along (an impulse, force, motion, etc.). Webster’s. See convey.

**TRANSFERRED FOR VALUE.** See UCC 3-303, Value and Consideration.

**TRANSMITTING UTILITY.** ”Transmitting utility” means a means a person primarily engaged in the business of any of the following: (A) Operating a railroad, subway, street railway, or trolley bus. (B) Transmitting communications electrically, electromagnetically, or by light. (C) Transmitting goods by pipeline or sewer. (D) Transmitting or producing and transmitting electricity, steam, gas, or water. UCC 9-102(a)(80). Filing office for transmitting utilities. The office in which to file a financing statement to perfect a security interest in collateral, including fixtures, of a transmitting utility, is the office of the Secretary of State.... UCC 9-501 (b). Transmitting Utility financing statement. If a debtor is a transmitting utility and a filed financing statement so indicates, the financing statement is effective until a termination statement is filed. UCC 9-515(f). See Note, transmit, utility.

**Note:** *We all use, in some degree/electricity, steam, gas, water, telephone service, sewer service, etc. in our life. The bills for these services come in the TRADE NAME of our straw man, but we are the ones who must pay. These services are accessed—i.e. “transmitted”—by virtue of the straw man TRADE NAME, in whose all-capital letters-written fictitious name we have a nexus with the public venue. Your straw man interfaces between you and the public industrial society. He transmits on your behalf from the public venue into the private venue, all manner of services that are available only from the public venue via artificial-person TRADE NAMES,*

1. straw men whose names appear in all-capital letters. The term “utility” in patent law means: “Industrial value; the capability of being so applied in practical affairs as to prove advantageous in the ordinary pursuits in life, or add to the enjoyment of mankind.” Flesh-and-blood men and women can enjoy value from the industrial community that is conveyed/sent/transferred/transmitted for their use by a transmitting utility. The proper venue for filing when the debtor is a transmitting utility, including fixtures (goods intimately related with real property), is the office of the secretary of state per both Revised Article 9 UCC 9-501 and Previous Article 9 UCC 9-401(5)—and not the county recorder’s office, as with all other types of debtor filings. However, anyone with real estate holding should also file a financing statement in the office of the county

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recorder/clerk wherein the real estate is located. Also, there is nothing prohibiting anyone from re-filing/recording such filing in the office of the county clerk/recorder if desired. Under Revised Article 9 the location of the debtor, not the collateral, is the proper jurisdiction for almost all filings, but in case of any doubt, a filing could be filed in any jurisdiction where collateral is located, as well. Per Revised Article 9 UCC 9-307 individual debtors are considered located at the individual's residence; corporations and limited partnerships are located in their state of organization. The transmitting utility filing is also permanent per both Revised Article 9 UCC 9-515(f) and Previous Article 9 UCC 9-403(6) and need not be renewed every five years like other types of filings—more evidence that this route constitutes remedy. See straw man.

**TRAVERSE.** In the language of pleading, a traverse signifies a denial. Thus, where a defendant denies any material allegations of fact in the plaintiff's declaration, he is said to traverse it, and the plea itself is thence frequently termed a "traverse."... Black's 1<sup>st</sup>. See traverser.

**TRAVERSER.** In pleading. One who traverses or denies. A prisoner or party indicted; so called from his traversing the indictment

**TRUE.** Conformable to fact; correct; exact; actual; genuine; honest. In one sense, that only is "true" which is conformable to the actual state of things. In that sense a statement is "untrue" which does not express things exactly as they are. But in another and broader sense the word "true" as a synonym of "honest," "sincere," not "fraudulent." Black's 1<sup>st</sup>.

**TRUE BILL.** In criminal practice. The indorsement made by a grand jury upon a bill of indictment, when they find it sustained by the evidence laid before them, and are satisfied with the truth of the accusation. 4 BI. Comm. 306. Black's 1<sup>st</sup>. See Note.

**Note:** *A true bill, both in criminal practice and in commerce is a ledgering, a bookkeeping/accounting, with every entry established via affidavit certified and sworn on the responsible party's commercial liability as true, correct, and complete, and always contains and is characterized by a one-to-one correspondence between items/services purchased and offenses committed and the corresponding debt owed. This commercial relationship is what is known as "just compensation" (Fifth Article of Amendment of the Constitution). In the relationship between the Government and the American people, a true bill is called a warrant (Fourth Article of Amendment of the Constitution), and the direct taking of property by legislative act (e.g. by the Federal Reserve's Internal Revenue Code) is called a "Bill of Pains and Penalties" (Constitution, Article I, Section 10, Clause 1, and Article I, Section 9, Clause 3—"Bill of Attainder").*

**TRUE NAME.** When a defendant is indicted or prosecuted by a fictitious or erroneous name, and in any stage of the proceedings his true name is discovered, it must be inserted in the subsequent proceedings, referring to the fact of his being charged by the name mentioned in the indictment or information. Oklahoma Statutes, Chapter 22, § 403. "17b If you checked the 'Yes' box in line 17a, give applicant's true name and trade name, if different than name shown on prior application." Internal Revenue Service Form SS-4 (Rev. April 1991), Application for Employer Identification Number. "2. PLEASE TELL US ABOUT YOURSELF: Use your true full

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name...” California Department of Motor Vehicles Form DL 44 (REV. 8/2000), DRIVER LICENSE OR IDENTIFICATION CARD APPLICATION. See Note, legal fiction. Compare fictitious name.

**Note:** *The term, “true name,” is used whenever such inclusion may benefit actors in government, but is not specifically defined as such in the law dictionaries that government actors draw from. Defined in Black’s 4<sup>th</sup> within the definition of another term, “fictitious name” (see fictitious name). Per the rules of English grammar and the prescriptions of law, only initial letters of the name of men/women (a proper noun) are capitalized. The combination of one’s Christian/given name(s), plus one’s family name/surname, when written in this manner, constitutes one’s true name. Newspapers, when naming defendants and those convicted of a crime, always properly state the true name (in proper English) of the targeted party. “Names” falling outside the rules of English grammar are artificial constructs and exist only “by force of or in contemplation of law,” i.e. are corporate/corporately colored. Governmental/judicial use of an all-caps spelling is a presumption irrespective of the facts (see legal fiction). A true name, like a TRADE NAME, is property, and can be copyrighted. “Appellation” is a superior concept re both true name and TRADE NAME, and must be grasped to enjoy sovereignty.*

**TRUST FUND.** The property held in a trust by a trustee. Black’s 7<sup>th</sup>.

**TRUST-FUND DOCTRINE.** The principle that the assets of an insolvent company, including paid and unpaid subscriptions to the capital stock, are held as a trust fund to which the company’s creditors may look for payment of their claims.” Black’s 7<sup>th</sup>.

**TRUTH IN LENDING ACT.** “This regulation, known as Regulation Z, is issued by the Board of Governors of the Federal Reserve System to implement the Federal Truth in Lending Act, which is contained in title 1 of the Consumer Credit Protection Act as amended (15 U.S.C. 1601 et seq.).... The consumer may exercise the right to rescind until midnight of the third business day following consummation, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures, whichever occurs last....” Title 12 Code of Federal Regulations Chapter II (1-1-98 Edition) PART 226—TRUTH IN LENDING (REGULATION Z).

UCC. Uniform Commercial Code.

UCC § 1\*103. Supplementary General Principles of Law Applicable. Unless displaced by the particular provisions of this code, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions.

UCC § 1-104. Construction Against Implicit Repeal. This code being a general act intended as a unified coverage of its subject matter, no part of it shall be deemed to be impliedly repealed by subsequent legislation if such construction can reasonably be avoided. UCC See Note.

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**Note:** *Nothing in the UCC has ever been repealed, nor can it ever be. In the event of conflict between a deleted section and a current section, the deleted section controls. If this is examined one will see that it cannot be any other way. Potentially countless commercial transactions can be consummated based on the current UCC at any given time. To “cancel” any portion of the UCC at a later point is to throw into upheaval and chaos all commercial agreements that were based on the deleted portion, an act that would carry unimaginably astronomical liability for any of the actors who attempted to effect such change.*

**ULTRA VIRES.** Unauthorized; beyond the scope of power allowed or granted by a corporate charter or by law. Black’s 7<sup>th</sup>.

**UNIFORM COMMERCIAL CODE (UCC).** One of the Uniform Laws drafted by the National Conference of Commissioners on Uniform State Laws and the American Law Institute governing commercial transactions (including sales and leasing of goods, transfer of funds, commercial paper, bank deposits and collections, letters of credit, bulk transfers, warehouse receipts, bills of lading, investment securities, and secured transactions). The UCC has been adopted in whole or substantially by all states. Black’s 6<sup>th</sup>. A code of laws governing various commercial transactions, including the sale of goods, banking transactions, secured transactions in personal property, and other matters, that was designed to bring uniformity in these areas to the laws of the various states, and that has been adopted, with some modifications, in all states, as well as in the District of Columbia and in the Virgin Islands. Barron’s 3<sup>rd</sup>. Unless displaced by the particular provisions of this code, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions. UCC 1-103. See Note.

**Note:** To paraphrase the third definition above, the UCC is the supreme codified law on the planet, and all other forms of law are encompassed by it and included in it. Pennsylvania was the first state to adopt the UCC (July 1, 1954), and Louisiana the last (January 1, 1975).

**UNITED STATES (U.S., US).** “United States” means— (A) a federal corporation... 28 USC § 3002(15), Ch. 176. It is clear that the United States...is a corporation... 534 FEDERAL SUPPLEMENT 724. The United States of America is a corporation endowed with the capacity to sue and be sued, to convey and receive property. 1 Marsh Dec. 177, 181. Bouvier’s Law Dictionary. Fifth Edition. This term has several meanings. It may be merely the name of a sovereign occupying the position analogous to that of other sovereigns in family of nations, it may designate territory over which sovereignty of United States extends, or it may be collective name of the states which are united by and under the Constitution. Black’s 6<sup>th</sup>. The United States Government is a Foreign Corporation with respect to a State. 19 Corpus Juris Secundum § 884, In re: Merriam’s Estate, 36 N.Y. 505, 141 N.Y. 479, Affirmed in U.S. v. Perkins 163 U.S. 625. “What is included in terms ‘United States’ and ‘Possessions of United States,’—Hawaii and Alaska are included in the term ‘United States.’ Porto Rico, the Virgin Islands of the United States, the Philippine Archipelago, Guam, Tutuila and Manua and other islands of the Samoan group east of longitude 171° west of Greenwich, and the Canal Zone are included in the term ‘Possessions of United states...’ UNITED STATES OFFICIAL POSTAL GUIDE, JULY 1929. “The Code has become one of the United States’s important exports:...” The ABC’s of the UCC,



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by Russell A Hakes (2000). See Note, District of Columbia, “in this state,” bankruptcy. Compare United States of America.

**Note:** *It is well settled that “United States” et al/ is a corporation, originally incorporated February 21, 1871 under the name “District of Columbia,” 16 Stat. 419 Chap. 62 (reorganized June 11, 1878); a bankrupt organization per House Joint Resolution 192 of June 5, 1933, Senate Report 93-549, and Executive Orders 6072, 6102, 6111, and 6246; a de facto (see de facto) government; originally the 10- square miles tract ceded by Maryland and Virginia and comprising Washington,*

1. *, plus the possessions, territories, forts, docks, and arsenals (tract from Virginia was retroceded in 1846). It is also abundantly clear that, in postal matters, the term, United States, is a political entity distinct from the 50 freely associated compact States (the several States) of the Union. From the last cite in the definition above, one can also see that United States is a singular proper noun. Just as corporate General Motors is not plural, neither is corporate United States. For a corporate history of “United States, Inc.” see “Demise of the American Constitutional Republic” in Appendix.*

**UNITED STATES CODE (USC).** A multi-volume published codification of federal statutory law. • In a citation, it is abbreviated as USC, as in 42 USC § 1983. Black’s 7<sup>th</sup>.

**UNITED STATES NOTES.** Promissory notes, resembling bank-notes, issued by the government of the United States. Black’s 6<sup>th</sup>. Compare Federal Reserve Notes See Note.

**Note:** *The last president to print United States Notes was JFK. Lincoln, Garfield, McKinley, and Kennedy were assassinated for the same reason: they were making significant changes in the monetary system. Assassinations were attempted on other presidents by the same people for the same reason, but were unsuccessful.*

**UNITED STATES OF AMERICA (U.S.A., USA).** The republic whose organic law is the constitution adopted by the people of the thirteen states that declared their independence of the government of Great Britain on the fourth day of July, 1776 ... If the nation comes down from its position of sovereignty and enters the domain of commerce, it submits itself to the same laws of commerce that govern individuals therein. It assumes the position of ordinary citizen and it cannot recede from the fulfillment of its obligations. Bouvier’s 8<sup>th</sup>. A federal republic formed after the War of Independence and made up of 48 conterminous\* states, plus the state of Alaska and the District of Columbia in North America, plus the state of Hawaii in the Pacific. Black’s 7<sup>th</sup>. “Of or pertaining to, or founded upon and organized by a compact or act of union between separate sovereign states, as (1) by a league for common interest and defense as regards external relations, the internal sovereignty of each member remaining unimpaired, as the Hanseatic League or the German Confederation; or (2) by a permanent act of union founded on the consent of the people duly expressed, constituting a government supreme within the sphere of the powers granted to it by that act of union, as the United States of America. - The constitution of the United States of America is of a very different nature than that of the German Confederation. It is not merely a league of sovereign States for their common defence against external and internal violence, but a supreme federal government or composite State, acting not only upon the

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sovereign members of the Union, but directly upon all its citizens in their individual and corporate capacities. Wheaton Elements International Law § 52, p. 78 [L. B. & CO. '66] - From 1776 to 1789 the United States were a confederation; after 1789 it was a federal nation." Excerpted from the definition of federal in: A Standard Dictionary of the English Language. Funk & Wagnalls Company, 1903. Compare United States, District of Columbia. See Note, Clearfield Trust Doctrine.

**'conterminous.** Adi. 1. Sharing a common boundary. 2. Enclosed within a common boundary. Black's 7 .

**Note:** Notice that the 1903 Funk & Wagnalls affirms that the term, "United States," was a plural designation between 1776 and 1789, but that after 1789 it was singular.

**USC.** See United States Code.

**UTILITY.** [ME utilite < OF utelite < L utilitat- (s. of utilitas), equiv. to util(is) useful... + -itat-ity] something useful; a useful thing. Webster's. "Utility is said to be absence of frivolity and mischievousness, and utility for some beneficial purpose; Rob. Pat. § 339; and the degree of utility is not material; Gibbs vs. Hoefner, 19 Fed. 323." Bouvier's 8<sup>th</sup>. See transmitting utility.

**VALUE.** [< L valere, to be worth] equivalent worth or return in money, material, services, etc. Webster's. "(44)...a person gives "value" for rights if he or she acquires them in any of the following ways: (a) In return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection, (b) As security for, or in total or partial satisfaction of, a preexisting claim, (c) By accepting delivery pursuant to a preexisting contract for purchase, (d) Generally, in return for any consideration sufficient to support a simple contract." UCC 1-201(44). (a) An instrument is issued or transferred for value if any of the following apply...(3) The instrument is issued or transferred...as security for, an antecedent claim against any person... UCC 3-303(a)(3). See Note.

**Note:** A necessary provision of law is "remedy" (see remedy). The operation of "Acceptance For Value" is, by deduction, remedy. When you file a UCC Financing Statement and redeem your original birth document and claim the straw man's TRADE NAME no one can dispute/challenge the claim, and title passes. You have, by definition, the supreme right to reclaim title of the birth-certificate straw man and TRADE NAME—over all others—because its very existence is derived entirely from you, thereby evidencing value. In fact, every one of the above definitions applies directly in the case of you and your TRADE NAME. A good exercise would be to work through all the definitions until you understand how the value aspect applies; sub-paragraphs "(a)," "(b)," and "(c)" of the sample Private Agreement offered herein are taken directly from the above definitions of value. Once you fully understand how you have given, and continue to give, value you will know how you acquired your rights, and you will also achieve an unshakable certainty of your true standing in the societal scheme of things. The fact that you have "given value" is confirmed and tacitly acknowledged and validated by government in its silence and registration of the UCC Financing Statement. Among other things: "The instrument [your birth document] is...transferred [redeemed by you]...as security for, an

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*antecedent claim against any person [your TRADE NAME]” based on your preexisting claim. See acceptance by silence, remedy, presumption.*

**VEHICLE.** That in or on which persons, goods, etc. may be carried from one place to another, especially along the ground.... That which is used as an instrument of conveyance, transmission or communication. Term refers to every device in, upon or by which a person or property is or may be transported upon a highway.... Black’s 6<sup>th</sup>. See Note.

**Note:** *Per the above definition, a transmitting utility is a straw man is a vehicle. Another definition of vehicle is “inland vessel in admiralty.” See vessel, admiralty.*

**VESSEL.** ...the term “vessel,” in admiralty law, is not limited to ships or vessels engaged in commerce. Black’s 6<sup>th</sup>. See Note, res.

**Note:** *In admiralty, names of vessels are designated in all-capital letters. Whenever you appear in any public forum it is always via your straw man, your all- capital-letters vessel, much like an officer stands on the bridge of his ship and sails it into port. All law is now admiralty/maritime and you can no longer go into court as a man/woman, only by “sailing your vessel” into the jurisdiction of the court. Everyone speaks from his/her vessel, with one vessel-officer transacting with another. Each is trying to get the other officer to recognize the condition of his/her vessel; i.e. its registration. If a vessel is unregistered on the high seas in time of war it is presumed/assumed to be a pirate vessel to be confiscated and investigated. If the vessel is registered, the exact issue is with which public entity is it registered? Your straw man is a transmitting utility is a vessel is an inland vessel in admiralty is a public vessel is a vehicle. In times of war (now) neutral vessels (TRADE NAMES) require passports. See public vessel, passport.*

**VICE-ADMIRALTY COURTS.** In English law. Courts established in the queen’s possessions beyond the seas, with jurisdiction over maritime causes, including those relating to prize. See Note, prize, prize law, booty.

**Note:** *All courts in America are vice-admiralty courts in the Crown’s private commerce. See Note barratry.*

**VOLUNTARY SURETY.** See surety.

**VOLUNTARY SURETYSHIP.** See suretyship.

**WAR.** Hostile conflict by means of armed forces, carried on between nations, states, or rulers, or sometimes by parties within the same nation or state; a period of such conflict. Black’s 7<sup>th</sup>. See Note.

**Note:** *The above definition includes the war currently being conducted by the US Government against the American people as sureties of their “citizen of the United States” TRADE NAME, as declared in the Amendatory Act (March 9, 1933) to the Trading With the Enemy Act of October 6, 1917. See Trading With the Enemy Act of October 6, 1917.*

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**WAR CONTRIBUTION.** Int'l law. An extraordinary payment imposed by an occupying power on the population of an occupied territory during wartime. Black's 7<sup>th</sup>. See Note.

**Note:** *Social Security payroll taxes are war contributions. See contribution, Ponzi scheme.*

**WAR, MIXED.** See mixed war.

**WAR POWERS.** See Trading With the Enemy Act of October 6, 1917,

**WARDS OF COURT.** Infants and persons of unsound mind. Black's 4<sup>th</sup>.

**Note:** *Per Corpus Juris Secundum clients of attorneys are "wards of the court," thereby also qualifying them as persons of unsound mind (non compos mentis). See client, attorney & client.*

**WAREHOUSEMAN.** A "warehouseman" is a person engaged in the business of storing goods for hire. UGC 7-102(h). See Note, goods.

**Note:** *Some birth certificates have two sets numbers printed on the back of them. One of the numbers identifies the state "warehouse district" where the birth took place. The state is the warehouse. Each county is a warehouse district. The Governor is the main warehouseman. The county recorder of each county is the district warehouseman. The birth certificate is a warehouse receipt, and a field warehouse receipt. It is also a dock receipt. The "ship," the "vessel in admiralty," the TRADE NAME, was berthed (birthed) at a specific warehouse (hospital) in a specific warehouse district (county), and the "goods" (your body) were "delivered" therein. See warehouse receipt, field warehouse receipt, delivery.*

**WAREHOUSE RECEIPT.** A receipt issued by a person (bailee) engaged in the business of storing goods for hire. U.C.C. § 1-201(45). A warehouse receipt constitutes a document of title under the Uniform Commercial Code, which evidences that the person in possession of the document is entitled to receive, hold, and dispose of the document and the goods it covers U.C.C. § 1-201(15). A warehouse receipt may be a negotiable instrument, depending on its terms. Barron's 3<sup>rd</sup>. "A warehouse receipt...or other document of title is negotiable (a) If by its terms, the goods are to be delivered to bearer or to the order of a named person; or (b) Where recognized in overseas trade, if it runs to a named person or assigns." UCC 7-104(1). See field warehouse receipt, former California Civil Code § 1858.04.

**WHOLESALE.** To sell by wholesale is to sell by large parcels, generally in original packages, and not by retail. Black's 1<sup>st</sup>. Compare retail.

<sup>[1]</sup> **Fiat:** [L. let it be done] A positive and authoritative command that something be done; an order or decree; authorization. F&W.

<sup>[2]</sup> **Bifurcated:** [Latin: bi- bi- + furca fork] Divided into two branches.

<sup>[3]</sup>**tontine.** [It. tontina, after its inventor, Lorenzo Tonti, a Neopolitan] A financial arrangement in which a group of participants share in the

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<sup>[4]</sup> **Compunction:** Anxiety arising from guilt.