

## Food For Thought, **Their sandbox**

The constitution of the U.S. granted congress the power to lay and collect taxes, duties, imposts and excises, to pay the debts and provide for the common defense and general welfare of the United States; (Art. I sec.8 CL 3);

To regulate commerce with foreign nations, and among the several states. (Art. I sec.8 CL 3)

To establish uniform laws on the subject of bankruptcy, (Art. I, sec 8, CL 4),

To declare war, grant Letters of Marque and Reprisal, and make rules concerning Captures on land and water. (Art. I, sec. 8, CL 11)

Article I, sec. 8, CL 17 granted congress the power to exercise exclusive legislation in all cases, whatsoever, over such district (NOT to exceed ten (10) miles square) as may, by cession of particular States, and acceptance by congress, become the seat of government of the United States, and to exercise like authority over all places purchased by the consent of the legislature of the State in which the same shall be, for the erection of forts, magazines, arsenals, dock yards and other needful buildings.

Congress has the power under Article I to authorize an agency administering a complex regulatory scheme to allocate costs and benefits among voluntary participants in the program **without** providing an Article III adjudication of claims. (Am. Jur. 2<sup>nd</sup> Fedcourts sec 7).

Congress, acting for a valid legislative purpose, pursuant to its powers under Article I, may create a “seemingly private” right (right to contract) that is so closely integrated into a public regulatory scheme as to be a matter appropriate for agency resolution with the limited involvement by the Article III judiciary. Agency resolution of such federal rights may take the form of binding arbitration with limited judicial review. (Am. Jur. 2<sup>nd</sup> Fedcourts sec. 7)

So, to extend their power over the American People beyond the ten miles square, (the District), congress created a complex regulatory scheme...called the federal Codes, Statutes and Regulations... to allocate costs.... for the collection of taxes, duties, imposts and excises....for the payment of the national debt and general welfare of the United States.

Congress so closely integrated a seemingly private right [right to contract] into this complex regulatory scheme to turn unsuspecting American sovereigns, Creators and Creditors of the corporate U.S., into **seemingly voluntary participants** in the program.

Congress embedded the use of secret adhesion contracts into their complex regulatory scheme to make the American people seemingly willing participants in binding contracts, having received limited or no valuable consideration in the exchange and failing full disclosure of the true terms and conditions of said contract(s).

The federal courts (all courts) have become **administrative courts** employing executive Administrators charged with the enforcement of statutes and codes, ( FRC v GE 281 US 464, KELLER v PE 261 US 428, 1 stat. 138-1788), for the purpose of collecting taxes, duties, imposts and excises for the payment of the national debt in accordance with Article I of the constitution.

In 1976, Public Law 94-381 officially brought the federal courts under the Executive branch operating under Article I (administrative) of the constitution, a clear violation of the separation of powers.

The U.S. District courts have original jurisdiction of all maritime causes; of all inland seizures under the Admiralty Extension Act; of all actions of Prize; and of all non-maritime seizures under any law of the United States on land or water. (28 USCA sec. 1356).

The Commerce Clause (Art. I, sec. 8 CL 13) of the constitution is a sufficient basis for federal admiralty power while the Admiralty Extension Act brought the Admiralty jurisdiction inland.

The Trading with the Enemy Act makes all Americans enemy combatants and enemies of the United States and places all Americans on a list maintained by the Custodian of the Alien Property ( Secretary of the U.S. Treasury), making us all subject to seizure of our body and our private property under the Laws of War and/or the Laws of Prize under Choses in Action for satisfaction of the contractual obligations, express or implied.

When one defaults on his obligations to pay his share of the national debt, which is based on the Law of Contributions, his private property becomes subject to seizure, Juri belli ( out of the hands of the enemy by the right or Laws of War) by Privateers under Letters of Marque and Reprisal under Article I, sec. 8, CL 11.

Congress has empowered members of the private B.A.R. Association with a monopoly in the U.S. courts, as privateers acting under Letters of Marque and Reprisal ( B.A.R. card No. = Letter of Marque document No.?) to seize the property and the body of the offender in order to obtain satisfaction for which he has contracted, knowingly or otherwise.

**However, there are several things intrinsically flawed, unconscionable and/or fraudulent about this complex regulatory scheme!**

We the American People are Party to an important equity contract with the United States, the ORIGINAL EQUITY CONTRACT, whereby we have allowed the corporate U.S. the use of the 'good faith and CREDIT of the American People'. Upon our birth, the U.S., via the county and state franchised entities, created and registered a transmitting utility (strawman) to facilitate the flow of credit from the sovereign to the corporate U.S.

In consideration for the use of our credit the U.S. has promised to pay/discharge the debt of the sovereign, in the exchange, creating the quid pro quo required for the execution of a valid contract.

It has been established in fact that, "All that government does and provides legitimately is in pursuit of its duty to provide protection for the private rights (Wynnhammer v People, 13 NY 378) which duty is a debt owed to its Creator, We the American People, and the un-enfranchised individual; which debt and duty is never extinguished nor discharged, and is perpetual. No matter what the de-facto government/state provides for us in the manner of convenience and safety, the un-enfranchised individual owes nothing to the government. (Hale v Henkle 201 US 43)

"We the People have discharged any debt which may be said to exist or owed to the state/government. The governments are, presumably, indebted continually to the People, because We the People, sovereigns, presumably assented to the 1878 creation of the government corporation and because we suffer its continued existence. The continued debt owed to the People is discharged only as it continues not to violate our private rights, and when the government fails in its duty to provide protection- discharge their duty to the People, it is an abandonment (delictual default) of any and all power, authority or vestige of sovereignty which it may have otherwise possessed, and the law remains the same, the sovereignty reverting back to the People whence it came." (Downes v Bidwell 182 US 244 (1901).

It is an accepted maxim of law that a contract is controlling until superseded by a new contract, whereby the new contract becomes the controlling document. To overcome the U.S.'s contractual obligations to discharge the debt of the sovereign people for the use of our credit in the 'original contract', congress embedded numerous secret equity contracts and presumptions into their complex regulatory scheme for which they hold the American People liable.

If a [government] comes down from their position of sovereignty and enters the domain of commerce, it submits itself to the same laws that govern individuals there. The U.S. does business on business terms. Once the U.S. waives its immunity and does

business with the citizens, it does so as a party never cloaked with immunity. (The Clearfield Doctrine)

In the complex regulatory scheme created by congress, the U.S. voluntarily steps down from its position of sovereignty, and enters the domain of commerce, and submits itself to the laws of contract, absent any/all privileges and/or immunities.

For a contract to be valid it must contain several elements. There must be OFFER, ACCEPTANCE and dual and equitable CONSIDERATION. Absent any one of these elements, a contract is void, ab initio. Any contract which is entered into without full disclosure, under threat and/or duress or under false pretenses is null and void, ab initio, and has no force and effect.

Parties to a contract have an obligation to operate in good faith, with clean hands and with full disclosure. "Even in the domain of private contract law, the author of a standard form agreement is required to state the terms with clarity and candor. Surely, no less is required [396 US 222] of the U.S. when it does business with its citizens." [US v Seckinger 397 US 203]

In the complex regulatory scheme created by congress, the U.S. secretly presumes that the living man, American sovereign, to be the legal fiction transmitting utility which they created to facilitate the flow of credit to the U.S.. The U.S. secretly presumes that the American sovereign has assented to paying the debt of the U.S.; to being a debtor and insolvent bankrupt having pledged ourselves as sureties for the debt of the U.S.

The U.S. has never informed the American sovereign of these presumptions which they hold against him, nor the consequences associated therewith. The U.S. has invested 75+ years of propaganda to indoctrinate the American People.

The U.S. has not only failed at full disclosure, having failed to state the terms and conditions of the secret contracts with clarity and candor, but, have taken overt steps to deceive and misinform the American People. The U.S. has employed the use of threats and intimidation to maintain the illusion which they have invested years creating to side step their obligations in the 'original contract.'

In the operation of their complex regulatory scheme the U.S. is operating in bad faith and with unclean hands to the detriment of the American People. The U.S. has failed in its duty to provide protection for our private rights, in their overt subversion of said private rights, an abandonment (delictual default) of any/all power, authority or vestige of sovereignty which it may have otherwise possessed, and the law remains the same, the sovereignty reverting back to the People whence it came.

This is their sandbox! We participate by consent!