

# Agreement Evaluation Standards of Contracts and Agreements

By T Thetford

*"The law of Contracts is not the whole law of agreements nor is it the whole law of obligations. It is the law of those agreements which create obligations, and those obligations which have their source in agreements."*

--John William Salmond

## The Problem

When we begin to wakeup and realize that all is not right in this country. One of the things that catch our eye is that these so called contracts and agreements that we have entered into with the government i.e., "this state" are fraudulent. There have been, many people over the years that have gone to court and pointed out the fraud of these contracts, and have been left dumb founded, when the court ruled and ignored the fraud. Which leaves us with, either the courts are corrupt or we lack understanding to what is happening.

## The Solution

Sometimes the solution is simple, if we will step back and take a look at what is happening. What one will find is the courts i.e. "*this state*" is running on one "standard of understanding" of contracts and we keep trying to apply a different "standard of understanding" of contracts to these agreements that keeps binding us to "*this state*."

It can be found in how contracts are evaluated under the "Agreement Evaluation Standards." This is broken down into the "Subjective Standard" and the "Objective Standard."

Many think of "Contract Law" as just the "meeting of the minds." But there is more to it than this. There is unilateral contract, bilateral contracts, implied contracts, express contracts, quasi-contract etc. Plus when evaluating a contract there is "Offer and Acceptance" etc. And all this can be broken down even further. But what we are focusing on is the "Objective Standard" and the "Subjective Standard" of the evaluation standards of contracts and trusts.

## "Subjective Standard"

An agreement under the "Law of the Land." This is the one where such things as Notice and actual understanding matter. The basic such as, "[The] meeting of the minds." This is what most, understand contracts to be based on.

## "Objective Standard"

An agreement under the "law" of the "place" called "*this state*." All that really matters under the "objective standard" is whether we have signed [agree to] the document, or not. In other words, under the objective standard, we're "presumed" to have all the Notice we need, and we're "presumed" to have all the understanding necessary to know what it is, that we're signing.

In Flemming v. Nestor, 363 U.S. 603, 609 (1960) the Social Security Program was declared to be "noncontractual." But the government maintains a presumption that there is an agreement. Added by the continued use of "SSN" by the individual, shows he too believes there is an agreement at play. A game that all pretends exists.

Why the change from the "Subjective Standard" to the "Objective Standard," it eliminates "fraud" as a defense. So we're forced to deal with the legal mechanisms of the agreements. We're dealing not with the "Law of the Land" but rather with the "*Law of Private Obligations*."

Now how do we deal with this? By "demanding" that they produce the agreement. Without the agreement there is no obligation.

"Choice of Law" by what we sign [agree to] and the taking of benefits.

"Subjective Standard" and "Objective Standard" are part of "Contract and Trust Law." Both standards may be applicable within a contract or only one may apply. It depends on the makeup of the contract.

"Where a contract requires that one party's performance under a contract be to the satisfaction of another party, the court must determine as a matter of law the standard by which that performance is to be judged. Caldwell v. Armstrong, supra; see also, Misano Di Navigazione, SpA v. United States, 968 F.2d 273 (2d Cir. 1992)"

"When a contract is to be completed to the satisfaction of a party, the satisfaction provision implicates either a subjective or an objective standard for performance. If the contract's subject matter involves questions of commercial value, operative or mechanical fitness, or quality, an objective reasonable person standard generally applies. Where the contract involves matters of fancy, taste, sensibility and judgment, a subjective standard generally applies. In cases implicating the subjective standard, the party reserving its rights is the sole judge of its own satisfaction, without regard to the reasonableness of its decision and is limited only by the duty of good faith. Mike Naughton Ford, Inc. v. Ford Motor Co., 862 F. Supp. 264, 269 (D. Colo. 1994).

"Courts have observed that satisfaction clauses should fall into two categories of review: (1) those that call for satisfaction as to "commercial value or quality, operative fitness, or mechanical utility," which are interpreted under a reasonableness standard, and (2) those that require the consideration of a "multiplicity of factors" and involve "fancy, taste, or judgment," which should be analyzed under a good faith standard. *See Action Engineering v. Martin Marietta Aluminum*, 670 F.2d 456, 461 (3d Cir.1982) (quoting *Mattei v. Hopper*, 51 Cal.2d 119, 330 P.2d 625, 626-27 (1958) (en banc)); cf. *Morin Bldg. Products Co., Inc. v. Baystone Construction*, 717 F.2d 413, 414-15 (7th Cir.1983)." *Misano Di Navigazione, SpA v. United States*, 968 F.2d 273 (2d Cir. 1992)"

The "Objective Standard" is based on a "Reasonable Person Approach." So when reading court cites they may say things like "Standard of Reasonableness etc." The "Reasonable Person" will be deemed by the court to be that of a "US citizen" and a "US citizen" would have a SSN, drivers license, Bank Account, a TIN etc. because, that is what he is supposed to do. [Mostly it will be based on what the judge thinks but they'll put it off on the "Reasonable Person."]

"Restatement (Second) of Contracts § 228 (1981) states a preference for an objective standard:

"When it is a condition of an obligor's duty that he be satisfied with respect to the obligee's performance or with respect to something else, and it is practicable to determine whether a reasonable person in the position of the obligor would be satisfied, an interpretation is preferred under which the condition occurs if such a reasonable person in the position of the obligor would be satisfied." [Read this over]

A common theme was, "Well! They never TOLD me that the agreement meant that! That's fraud!!" A "debate" arose of sorts, "Why these "deals" that subject us to vexatious "governmental control" are not fraud?" A study showed that there was a "general policy switched," that went from the "subjective standard" to the "objective standard." This "switch" happened around the time that the UCC came into existence.

Both standards are part of "normal contract and trust law." It's just that once we shifted over into "*this state*" as the default "choice of law," the standard by which the agreements are evaluated also shifted.

With the Uniform Commercial Code (UCC), there's just about one and only one question that matters, where the subject of focus is one of these scam deals that vexes us.

And the question is: Is that your signature? For without this signature there is no Obligation to perform.

In other words, "objectively" one is presumed to understand the meaning and consequences of what he signs [agrees to] whether he really does – *subjectively* - or not.

The question, "Did you understand the agreement to mean that?" is relevant, under the "subjective standard." It's not relevant, under the "objective standard." All that matters under the "objective standard" is whether the agreement even exists [or not.] If it exists, then we'd better know what we've signed, or else it'll 'shish kabob' us.

Subjective evaluation used to apply to these contracts and agreements. Where now, it's practically, not totally, of course, but mostly "objective", and ALL of the agreements that are used to snare us are evaluated under the "objective standard" where the only real question that matters is whether that's our signature. In other words, by signing on the dotted line we've agreed to the terms.

*No one goes to jail for a "Breach of Contract" but they do go to jail for a "Breach of Trust."*

So to recap it:

The Social Security Program is "noncontractual," it's "not insurance," the program is "insolvent" and congress can "alter or repeal" the "Social Security Program" at their whim. Flemming v. Nestor, 363 U.S. at 610-11; Richardson v. Belcher, 404 U.S. 78, 80 (1971); U.S. R.R. Ret. Bd. v. Fritz, 449 U.S. 166, 174 (1980); Califano v. Goldfarb, 430 U.S. 199, 210 (1977) (Brennan J.) (plurality opinion.) And it is normally our first/main nexus into "*this state*" along with the Birth Certificate but that's another story.

We also know that there is no law that obligates one to fill out a Form SS-5 and apply for a Social Security Number (SSN).

Now if one applies for a SSN, an account is created and by signing the document one has accepted the role of a "Beneficiary" to the "Social Security Program." Which moves as a "Charitable Trust" that in the real world would be fraud ["noncontractual," "not insurance," "insolvent"] but in the bazaar world of the U.S. it becomes something different. As long as the "Beneficiary" continues [this is key] to use [maintains the relationship with] the "SSN" [account] the courts will use the "Objective Standard" of contracts and trusts. That is, they will apply the standard of a "Reasonable Person" as to whether or not there is an agreement. Did you, or your parent or guardian – sign [agree to] - the application and are you using it. To take this out a little further who is this "reasonable person" the courts will look to..... It's very own.... A "US Citizen." And all judges know that all US Citizens have a "SSN" and a driver license to operate the vehicle with the "Certificate of Title" tags from "*this state*" and so on and so forth. This completes their circle.

And remember: *A presumption not rebutted is a fact.*

The last reason why the "Objective Standard" will be upheld is that there is a backdoor to all these agreements which seem to hold us perpetually trapped in "*this state*." We may, at any time walk away from any or all of these agreements. Now, if one signs [agrees to] an agreement with "this state" we are obligated to perform. And the courts will hold us to these agreements. That is as long as we maintain the relationship of the agreement. But without the signed contract there is no consent. As the old saying goes if you dig a hole to deep to get out of, the first thing to do is to stop digging. So lets take the time and see what it is that we are doing, which creates these problems that traps us in "*this state*." Some seem to want to maintain the relationship with "*this state*" but think they shouldn't have to keep their end of the agreement. In other words if you take the benefits, you owe the obligations.

Each agreement entered into with "*this state*" creates different obligations and benefits. Using a "SSN" means one has agreed to be a "Beneficiary" within the Social Security Program. Using a "TIN" means one has agreed to be a "Fiduciary" within the Federal Income Tax scam. To buy a gun from a Federal Licensed Dealer the forms that they have you sign, means you are agreeing to be a "Transferee" where the obligations of the Dealer is being passed to you, by that agreement. One other thing to note is that all contracts and agreements with "*this state*" will have a hook. So take the time to read and understand these agreements that you are signing. You will be surprised as to what you're agreeing to.

What I have written is a combination of knowledge of others and they know who they are. And for them I give Thanks and my Gratitude. All that is correct with this I lay at their feet, but anything that is wrong stays with me.

This is for information purposes only. This is not Legal Advice. This only an opinion. I am not an attorney. No Liability is Expressed or Implied in the use of any of this material. Use at your own risk. Permission is granted to copy or forward. Copyright 2008 All Rights Reserved