

# Law of Contracts

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The Law of Contracts and the Municipal UNITED STATES Corporation.

The Constitution provides that Congress has the power to exercise exclusive legislation in all cases whatsoever over such district not exceeding ten miles square, as may, by session of particular states and the acceptance of Congress, become the seat of government of the United States.

In 1871 Congress exercise this power by legislating the organization of a municipal corporation to run the day to day affairs of the District of Columbia, the seat of government. The proper name of this municipal corporation is UNITED STATES. Congress adopted the text of the federal constitution as the constitution or charter of this municipal corporation.

This municipal corporation was granted the power to contract to provide municipal services to the inhabitants of the District of Columbia and necessarily as an operation of the privileges and immunity clause of Article Four of the Constitution any other person who chooses to contract for its services. Congress has similarly provided for the organization of municipal corporations to provide services for the inhabitants of the several territories i.e. Puerto Rico, Guam, U.S. Virgin Islands, Northern Marianna Islands, etc.

We are looking to find how these officials can get reelected by appeasing the peoples' demand for services that the constitution does not allow the republic to provide.

Each of these municipal corporations has been granted the power to provide and obtain services by contract. Each municipal corporation, whether federal or at the state level, provide three separate and distinct areas of services. First these municipal corporations are providing essential governmental services. They perform the functions of executive, legislative and judicial departments of their respective governments through their several branches. While performing this function the municipal corporation and each of its officers is required to be bound by the applicable constitutions.

These officers are bound because of the oath affirmation contract requirement at Article 6 of the federal constitution. This is where a remedy may be found when the individual officers of the municipal corporation violate the constitution while in the capacity of providing these essential governmental services.

However, to obtain the remedy, you must know the law and more importantly be well disposed to use it. If you do not know how to enforce the law, the law is absolutely useless. If it appears that you do not meet the qualifications of a sovereign, knowing the law and being well disposed to use it, you are deemed to be the ward of the court and be represented by the states officer, an attorney, who in conjunction with the court, has the duty to protect you and your fellow members of society, from your incompetence.

The second separate function of these corporations is to provide property management services relating to the property of the government. This includes management of the buildings, motor vehicles, record systems, parks, and providing police, acronym for policy enforcement services, etc. In this function the municipal corporation's powers and

authorities are similar to any private person acting in a proprietary capacity. The third separate function of these municipal corporations is the capacity to offer and market various benefits and services of a non-governmental nature, outside the scope of what can be offered by the republic organized and constrained by the constitutions.

These benefits are private business activities controlled exclusively by the terms and conditions of the contract offering. The only constitutional provision governing these contract services is the constitutional prohibition on the impairment on the obligations of contracts you find at Article I section 10. In this section nearly all of the social services and benefits programs, professional and vehicle licensing, and permits processes, regulatory services, etc, are provided.

What is the governing law and how should that be applied. These municipal corporations are governed under their charters; however, they are also subject to Article 14 an amendment to the federal constitution. This 14 th amendment did several things. It provided that those who are not born freemen would be recognized as an operation of law to have the same equal rights as those born free.

The unstated qualifier is that to exercise these rights they must know the law and be well disposed to use it. They must learn law and procedure. They must know and understand the contracts they chose to participate in and where appropriate negotiate those contracts to their best interest rather than just accepting those contracts as offered. In the 1860's there were many former slaves around who were given equal protection of the law. Not inherently recognized as having rights but due to their newly free status Article 14 an amendment provided them equal protection of the law as if they had been born free.

However, most of these former slaves did not know the law and were incompetent to engage in commerce even though they now had standing to do so. Now that everyone, free man and former slave alike, have equal rights, the free man may choose to accept benefits in exchange for consideration, just as a former slave may. Most of these former slaves did not know how to go out in the world and organize and run a business and therefore looked back to their former masters for opportunities. Many of the former slaves immediately exercised their newly acquired contract rights to become share croppers.

Contracting to work for a share of the crop proceeds. Of course, the land owners knew the law and contracts and wrote contracts very beneficial to the host plantation and not very favorable to the share cropper. The next contract offering was for credit at the company store; with a proviso in the contract the contracted share cropper may not cancel the contract when there is an outstanding balance due at the company store. Of course the prices at the company store, with the financing charges, and the structure of the share crop compensation plan, generally work together to prevent the share cropper from ever getting out of debt to the company store and having the standing to cancel the share crop contract and move on to more lucrative opportunities. Due to much activism regarding the unconscionable contracts to which share cropper had subjected themselves and other substantial disparities and contract labor situations the municipal corporations began offering alternative benefits programs in consideration for other obligations. The essential governmental services side of the municipal corporations enacted statutes preventing state charter corporations or any other state licensed

business from participating in such unconscionable labor contracts, while at the very same time creating the public policy encouraging every business to partake of the benefits of the commercial side of the municipal corporations in consideration for waiver of their unlimited right to contract.

How do we use this knowledge in our everyday lives to exercise our sovereignty? Everyone, sovereign and subject alike, is protected by the due process clauses of the federal constitution and its Fourteenth Amendment. This gives you the doorway to ask about the underlying obligations any person asserts that you may have. In the peoples' realm, this questioning process is called common law process and specifically a demure. In the corporate realm, this process is called administrative procedures. This procedure has been around for many millennia. This exact same procedure is found in Biblical text. In the garden God did not accuse any wrong doing, only asked questions. The ancient Judean version is found in scripture. *"If thee have a dispute with thy brother, go to him first in private and seek a resolution. If you cannot resolve the dispute privately go to thy brother with one or two witnesses and seek a remedy. If those procedures do not resolve the conflict then and only then do you seek the assistance of the judges in resolving the dispute."*

Current administrative procedures statutes provide that you first go privately to the officer or agency you believe you have a conflict with. This is done in writing. The officer or agency representative then either agrees with you and set the record straight regarding the dispute or controverts or disagrees with your allegations and claims or asks for more information. If the officer or agency representative controverts the allegations and claims a third party witness generally know as an administrative hearings officer or an administrative law judge is brought in to assist in attempting to resolve the issues. If either party disagrees with the findings of the administrative law referee then the judiciary is brought in to resolve the controversy. The Freedom of Information Act, known as FOIA, and the Privacy Act are in reality the peoples' common law subpoena power. These principles are also enacted for the states and their municipal corporations commonly called public disclosure laws. Each federal agency has specific published regulations and procedures governing its common law administrative proceedings. Nearly every state agency has published regulations and procedures governing its common law administrative proceedings.

Law schools teach their students that they should never ask a question in trial that they do not already know the answer to. This is good advice for anyone involved in litigation even at the administrative level.

As the Founding Fathers pointed out "Know the Law". This knowledge is not for the purpose of telling your adversary the law. They are already presumed to know the law. Knowledge of the law will allow you to formulate questions of your adversary that will lead to your opponent having to assert the very position you want the record to reflect. Since your adversary has now asserted your position you now simply agree with your adversary and win. Scripture teaches *"Agree with thine adversary quickly"*, so does law.

A few simple examples:

A person that you're reasonably certain is representative of one of these municipal corporations contacts you and asserts that you need to contact them to obtain a license

or permit. We respond and agree that if we have an obligation to get such a license and permit we should certainly do so. Then we ask that person to identify themselves and specially identify their principle. Is it the republic or the municipal corporation? If the republic we want to see the constitutional delegation of authority to compel involuntary association and servitude. If the municipal corporation we need to know if they are acting in a governmental capacity, a proprietary capacity or as a corporate services vendor. If in a governmental capacity, we need to be informed of the constitutional delegation of authority to compel involuntary association and servitude. If in a proprietary or commercial vendor capacity we need to see the underlying contract upon which the obligation lies.

Another example:

A person that we can be certain is a representative of one of these municipal corporations contacts us and asserts that we need to contact them relating to a tax obligation. We respond and agree that if we have an obligation to pay such a tax we should certainly do so. Then, we ask that person to identify themselves and specially identify their principle. Is it the republic or the municipal corporation? If the republic is the principle, we want to see the constitutional delegation of authority to subject us to that particular tax or to compel involuntary association and servitude. If the municipal corporation is the party we need to know if they are acting in a corporate or governmental capacity. If in a governmental capacity, we need to be informed of the constitutional delegation of authority to subject us to that particular tax or to compel involuntary association and servitude. If in a proprietary or commercial vendor capacity we need to see the underlying contract upon which the obligation lies.

Another example:

A person that we can be certain is a representative of one of these municipal corporations' contacts us and asserts that we have an obligation to collect from others and return to the governmental or municipal organization sales or income taxes from other people. We respond and agree that if we have an obligation to collect and return such a tax we should certainly do so. Then, we ask that person to identify themselves and specially identify their principle. Again, is it the republic or the municipal corporation? If it is the republic, we want to see the constitutional delegation of authority to subject us to involuntary and uncompensated servitude as a tax collector. If it is the municipal corporation we again need to know if they are acting in the governmental capacity, proprietary or as a municipal services vendor. If in a governmental capacity, we again need to know the constitutional authority to subject anyone to involuntary and uncompensated association and servitude. If in a proprietary or commercial vendor capacity we again need to see the underlying contract upon which the obligation lies. When the agency representative asserts that they cannot produce proof of the underlining obligation we may simply agree with them that no evidence of an underlying obligation exists and that their original process fails to state a claim upon which relief may be granted. We must also, in addition to knowing the law, be well disposed to use it.

If we are forced to litigate to correct records created when the representative presumed a claim, we can easily get summary judgment base upon the fact that the agency through its representative has asserted that they can produce no evidence of a lawful

claim. We agree that there is no lawful claim, there is no controversy therefore summary judgment is the correct remedy. Once the fact of no obligation is established by summary judgment then appropriate orders can be given to correct records, replevin seized property, or otherwise correct the wrongs resulting from the representatives erroneous presumption of an obligation. To accomplish this we must study and understand the rules of the court in which we will litigate. The rules are binding upon the court and its officers and provide if properly administered most functions of the court are ministerial and not discretionary. If the action is significantly adverse to the status quo the trial court is likely to make errors. These errors can be addressed on appeal or collateral attack and if substantive may provide grounds for holding the officers of the court responsible for the damages based on the breach of their oath or affirmation contract required by Article 6 of the federal constitution.

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### Who are you?

In Federal Crop Insurance v. Merrill, 332 U.S. 380, the Supreme Court ruled: ***“Whatever the form in which the government functions, anyone entering into an arrangement with the government takes a risk of having accurately ascertained that he who purports to act for the government stays within the bounds of his authority, even though the agent himself may be unaware of the limitations upon his authority.”*** Also see, Utah Power & Light Co. v. United States, 243 U.S. 389; United States v. Stewart, 311 U.S. 60; and generally, in re Floyd Acceptances, 7 Wall. 666. (Emphasis added.)

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Continental Casualty Co. v. United States, 113 F.2d 284 (5th Cir. 1940):

***“Public officers are merely the agents of the public, whose powers and authority are defined and limited by law. Any act without the scope of the authority so defined does not bind the principal, and all persons dealing with such agents are charged with knowledge of the extent of their authority,”*** 113 F.2d, at 286. (Emphasis added.)

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***“It is not the function of our Government to keep the citizen from falling into error; it is the function of the citizen to keep the government from falling into error.”*** American Communications Association v. Douds, 339 U.S. 382, 442. (1950) (Emphasis added.)

Therefore I do hereby respectfully demand that you fully and completely identify:

- who you are, and
- who is your principal, and
- who is the real party of interest, and
- who understands this matter, and
- by what authority (and nexus) you move in this matter.

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*"The law creates a presumption, where the burden is on a party to prove a material fact peculiarly within his knowledge and he fails without excuse to testify, that his testimony, if introduced, would be adverse to his interests."* citing Meier v CIR, 199 F 2d 392, 396 (8th Cir. 1952) (quoting 20 Am Jur, Evidence Sec 190, page 193. (Emphasis added.)

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Silence is acquiescence. See: Connally v. General Construction Co., 269 U.S. 385,391. Notification of legal responsibility is "the first essential of due process of law". See also: U.S. V. Tweel, 550 F.2d.297. "*Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading.*" (Emphasis added.)

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Agency cannot be proven out of the mouth of the agent (attorney), must be proven out of the mouth of the principle.

See, Texas Jur. AGENCY 3 Tex Jur 3<sup>rd</sup>.

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