

Reference Material - For Information Only!

A while back we had a copy of a newspaper article but when we went back to find it as reference it had been removed. Now a classmate has sent a copy of the article. It looks like it was copied from the website: <http://floridajail4judges.org/news.html#C-Span>

County Officials Claim Courts Are A Private Enterprise

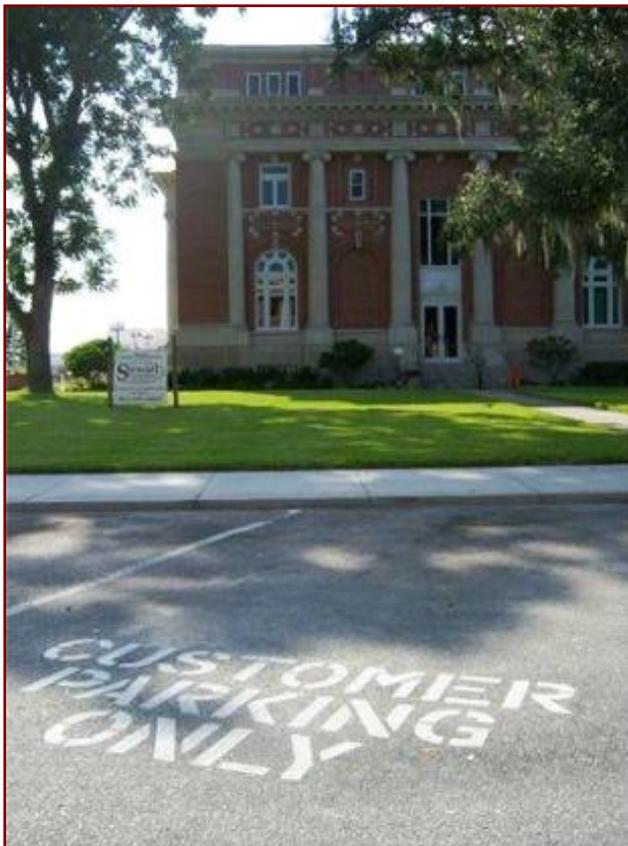
Arcadia, Florida

August 21, 2007

Story credit: Jerry, special researcher to FloridaJAIL4Judges.org
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Desoto County Officials Make Admission that It's Court System is part of A Private Law Corporation

The first question that comes to mind when we enter into a Courthouse is whether or not Justice is going to be administered fairly. We all have a basic understanding of the Law (the Constitution) and based on that understanding, we rely on our judges and attorneys, and other government officials, to also abide by the Law. Never would we suspect that the courts' officials would bring into the courtroom, a foreign set of laws to be used against us. Well, a few days past, I was passing along the Courthouse square in Arcadia Florida, when I looked down at the pavement between the Courthouse and the Administrative Building, and noticed some rather strange writing (painted in bold letter as a notice) there on the pavement facing the Courthouse. The notice reads, "Customer Parking Only".



The thought of this Notice in front of our "halls of justice" stayed in mind all day. That evening, I found it necessary to delve deeper into the possible meaning of what was being 'noticed'. I have also seen this same 'notice' placed in other locations in and around the State, mostly in front of business establishments who are attempting to reserve a special parking area for the sake of promoting business and therefore enhancing that business' opportunity to make a profit on the activities of the business.

Upon closer examination, I discovered that the meaning of 'customer' has the following definitions:

customer

n.

1. One that buys goods or services.

2. Informal: An individual with whom one must deal: a tough customer.

Customer synonyms: noun

1. One who buys goods or services:

buyer <http://www.yourdictionary.com/ahd/b/b0587300.html>

client <http://www.yourdictionary.com/ahd/c/c0404800.html>

patron <http://www.yourdictionary.com/ahd/p/p0117400.html>

purchaser <http://www.yourdictionary.com/ahd/p/p0666700.html>

See transactions <http://www.yourdictionary.com/ahd/thes/cat/rog220.html>

One who consumes goods and services:

consumer <http://www.yourdictionary.com/ahd/c/c0593900.html>

user <http://www.yourdictionary.com/ahd/u/u0156200.html>

See give <http://www.yourdictionary.com/ahd/thes/cat/rog078.html>

used <http://www.yourdictionary.com/ahd/thes/cat/rog227.html>

Over time I have heard that 'justice' can be bought, or that 'we have the best judicial system that money can buy'. I always thought these were simply someone expressing, albeit in a cynical manner, their personal displeasure with the [Florida, Texas, wherever] Judicial system. Never would I have imagined that the County Officials would blatantly and with prideful, arrogant boasting, make such a declaration for the people of the whole world to see, with their own eyes, the TRUTH of [in] these 'old sayings'.

OK! The Desoto County officials have openly declared that when one enters into these "halls of Justice" make sure that you hold a notable amount of cash on hand that will enable you to purchase or buy the services that they offer. Well what services do they offer? Think about it, they offer you the opportunity to pay fines and penalties imposed on you by members of their corporation/business/enterprise; they offer you the opportunity to purchase marriage licenses; they offer you the opportunity to purchase a space within their recordings (Public Records) that will enable you to 'put on public record' matters that have legal significance to you and or your family; and oh yes; they allow you the opportunity to purchase the decision of the judge in a matter wherein you have been named as 'defendant' or 'plaintiff'.

Is the 'customer always right'? No! All too often, we have seen what has been said to be a 'travesty of Justice'. But then again, perhaps that would be dependent upon who entered the courtroom with the greater amount of cash on hand. All of the above points my mind toward another thought. With the Judicial system openly admitting that they are operating a business where 'Justice' (the primary purpose of the Judiciary) is sold on the open market, then it would stand to reason that the Judiciary system is also conducting what is known as a 'Commercial' operation.

Now we must ask ourselves, "What is Commerce?" To answer this question, let me again reference the dictionary found at www.yourdictionary.com In this definition

we find another amazing concept which is also advanced and promoted with the Bouviers' 1856 Legal dictionary. Commerce definition

n.

1. The buying and selling of goods, especially on a large scale, as between cities or nations. *See* synonyms at business

<http://www.yourdictionary.com/ahd/b/b0573700.html>

2. Intellectual exchange or social interaction.

3. Sexual intercourse. [commerce synonyms]

noun

Commercial, industrial, or professional activity in general:

business <http://www.yourdictionary.com/ahd/b/b0573700.html>

industry <http://www.yourdictionary.com/ahd/i/i0117500.html>

trade <http://www.yourdictionary.com/ahd/t/t0303300.html>

trading <http://www.yourdictionary.com/ahd/t/t0303300.html>

traffic <http://www.yourdictionary.com/ahd/t/t0306600.html>

See action <http://www.yourdictionary.com/ahd/thes/cat/rog005.html>

This modern day definition seems to be a bit broad, in that it encompasses anything and everything that a man or woman could be seemingly engaged in while inhabiting any particular station in this society. When viewing this definition, we find it includes anything from a casual conversation with a friend (social interaction) to going to church (another social interaction) to sexual intercourse or the buying and selling of goods. Comparing this modern day definition, to that of the Bouviers' 1856 Legal definition of 'commerce' we find that they are not so dissimilar.

COMMERCE, trade, contracts. The exchange of commodities for commodities; considered in a legal point of view, it consists in the various agreements which have for their object to facilitate the exchange of the products of the earth or industry of man, with an intent to realize a profit. *Pard. Dr. Coin. n. 1.* In a narrower sense, commerce signifies any reciprocal agreements between two persons, by which one delivers to the other a thing, which the latter accepts, and for which he pays a consideration; if the consideration be money, it is called a sale; if any other thing than money, it is called exchange or barter. *Domat, Dr. Pub. liv. 1, tit. 7, s. 1, n.*

Congress has power by the constitution to regulate commerce with foreign nations and among the several states, and with the Indian tribes. 1 Kent. 431; *Story on Corst. 1052, et seq.* The sense in which the word commerce is used in the constitution seems not only to include traffic, but intercourse and navigation. *Story, 1057; 9 Wheat. 190, 191, 215, 229; 1 Tuck. Bl. App. 249 to 252. Vide 17 John. R. 488; 4 John. Ch. R. 150; 6 John. Ch. R. 300; 1 Halst. R. 285; Id. 236; 3 Cowen R. 713;*

12 Wheat. R. 419; 1 Brock. R. 423; 11 Pet. R. 102; 6 Cowen, R. 169; 3 Dana, R. 274; 6 Pet. R. 515; 13 S. & R. 205.

These Judicial companies as shown in the above photo above seem to be operating under a presumption that they have a 'reciprocal agreement' with anyone that ventures into their premises.

Another interesting find, regarding such entities as government, doing business is found in a decision of the United States Supreme Court, in the case of *Clearfield Trust Co. v the United States*: A paraphrase of what was said follows:

"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

The actual language used is:

"The fact that the drawee is the United States and the laches those of its employees are not material. *Cooke v. United States*, 91 U.S. 389, 398

<http://caselaw.lp.findlaw.com/cgi-bin/getcase.pl?court=us&vol=91&invol=389>

The United States as drawee of commercial paper stands in no different light than any other drawee. As stated in *United States v. National Exchange Bank*, 270 U.S. 527, 534 46 S.Ct. 388, 389

<http://caselaw.lp.findlaw.com/cgi-bin/getcase.pl?court=us&vol=270&invol=527#534>

'The United States does business on business terms.' It is not excepted from the general rules governing the rights and duties of drawees 'by the largeness of its dealings and its having to employ agents to do what if done by a principal in person would leave no room for doubt.' *Id.*, 270 U.S. at page 535, 46 S.Ct. at page 389."

The inference to be drawn from either source (the actual language or the paraphrased language) is the same, to wit. 'If the government engages in business and utilizes 'commercial paper', that government is bound by the same rules and subject to the same penalties, as any other business entity.

My Goodness! This would mean that, because the State of Florida [this State's] Judiciary system is accepting 'checks' and 'securities' and other 'commercial paper' (Federal Reserve Notes and Bonds) in return for their services, that they have descended to the "Level of a mere private corporation " or "The United States as drawee of commercial paper stands in no different light than any other drawee" . Having committed this act of descending (using the various forms of commercial paper), they have also admitted to being a 'mere private corporation' and are using 'private corporate' law as opposed to Constitutional LAW. The Judiciary in consort with other State officials, such as the Senate and House of Representatives, have blatantly converted the organic Constitution of the Florida Republic into a Corporate

Charter, and the Florida Statutes are nothing more than the By-Laws of the Corporate State and are applicable only to those that choose to be in reciprocity to the terms set forth by the corporation.

Being in reciprocity simply means that you have consented, either by a written document, or through what the corporation refers to as 'usage'. In other words, if you 'use' their private corporate law, then you are bound by those private corporate laws; if you have signed any paper that can be construed by the corporation as a 'consent', then you are also bound by your consent to abide by those private corporate laws. If you desire to not be bound by those 'private corporate laws', then it is necessary that you 'revoke' those previous agreements and assure yourself that you will not enter into those agreements ever again. Thus, the real problem! According to the definition of 'commerce' it is impossible for us to exist within this society without being in commerce on a daily basis unless we all become hermits and live off the fat of the land, with absolutely no interaction occurring with one another. Therefore, seeing the unlikelihood of that scenario, it becomes necessary for us to advance our intellect to be able to work within the commercial realm, at the same or greater level of knowledge than what they possess.

There are 10 primary rules of Commerce;

1. A workman is worthy of his hire;
2. All are equal under the law (both moral and natural law);
3. In commerce truth is sovereign;
4. Truth is expressed by means of an affidavit;
5. An un-rebutted affidavit stands as the truth in commerce;
6. An un-rebutted affidavit becomes the judgment in commerce;
7. A matter must be expressed to be resolved;
8. He who leaves the field of battle first loses by default;
9. Sacrifice is the measure of credibility (if one has neither been damaged nor incurred a risk, and is unwilling to swear an affidavit -- i.e., "true, correct, and complete," the commercial equivalent of, "the truth, the whole truth, and nothing but the truth" -- on his unlimited commercial liability for the veracity of his statements and the legitimacy of his action, he has no credibility, and therefore no basis for asserting claims/charges or claiming authority);
10. A lien or claim can be satisfied only through rebuttal by counter-affidavit point-for-point, resolution by jury, or payment.

Because of the above information, it is clear that:

- a) We are all engaged in commerce due merely to the simple fact that we are exchanging through intellect, various pieces of information, and also because we are engaged in social interaction;
- b) Because we are all engaged in commerce, then the 10 laws of commerce touch and affect each and every one of us;

c) In order for us to not be engaged in commerce, it is necessary that we not communicate with one another; that we not engage in the sharing of intellectual processes; that we not engage in sexual intercourse, even with our wives...

Seemingly we are in a pickle. We can do nothing without being in commerce. Then if we decide that we are to be engaged in commerce, then it becomes necessary to have these fundamental rules of commerce and that these same rules be adhered to by all parties that are involved in commerce. If commerce ceases, or if those rules are not adhered to equally by all parties then an advantage is set up in favor of one above the other, then those that were dependent upon equality in commerce would suffer calamity within their lives; they would be irreparably harmed financially, socially, and intellectually.

Equality is not the equivalent of Equity.

Where 'equity' primarily concerns itself with the nature of 'value' (in a monetary sense), equality primarily concerns itself with the nature of 'sameness'. After examining the definitions and etymology of the two terms, it is apparent that there is an impossibility of two things, people, or other entities being equal. They may be approximately the same (equal) but the physical reality assures that they are merely approximations giving similarity. Therefore, it is similarly appropriate to state that the courts operating under a so-called 'law of equity' or a doctrine of 'equality under the law' are impossibilities, as the mere definitions refute that possibility. The concept of 'equality' or 'equity', as they are used in the courthouse, are further repudiated by the nature of the laws of this State, wherein one group of men and women are granted more rights and privileges than another group based upon a biased and prejudicial point of view; the group I reference is the Florida Bar members. They control and regulate the commercial activities of the courthouse, and anyone attempting to conduct a similar activity, are prosecuted under that law which gives only the members of the Florida Bar, the right to conduct their business within those courthouses. Other such, laws of Florida, also regulate other trades wherein there is a presumed quality or ability within one person performing a task as compared to another person performing the same task.

The most profound repudiation of the concept of 'equality under the law' or 'law of equity' rests within this communication from the Department of State for the State of Florida, concerning the bonds required by the Constitution for Public Officials:

From: Bronson, Kristi R. KRBronson@dos.state.fl.us

Sent: Wednesday, August 8, 2007 11:59 AM

To: Jerry

Subject: RE: Oaths of Office

Dear Mr. [name omitted]:

Judges are not required to file bonds. I hope this information is helpful. Please let me know if you need additional information.

Sincerely,

Kristi Reid Bronson, Chief Florida Bureau of Election Records (850) 245-6240