We Hold These Truths…

"*Know the Truth and the Truth shall make you Free*"

The Two United States and the Law

by Howard Freeman

Our forefathers, weary of the oppressive measures that King George III's government forced upon them, in common declared their independence from England in 1776. They were not expected to be successful in that resistance. The moneyed people had backed England for two major reasons. First, our forefathers wanted a rigid, written Constitution "set in concrete." They were familiar with the so-called Constitution of England which consisted largely of customs, precedents, traditions, and understandings, often vague and always flexible. They wanted the principle of English common law, that an act done by any official person or law-making body beyond his or its legal competence was simply void. Second, the thirteen little colonies desired to base their union on substance (gold and silver) -- real money. They well knew how the despotic governments of Europe were mortgaged to the hilt -- lock, stock, and barrel, the land, the people, everything -- to certain wealthy men who controlled the banks, the currency, and all credit, who lent credit but did not loan gold and silver! The United States of America was made up of a union of what is now fifty sovereign States, a three-branch (legislative, executive, and judicial) Republic known as The United States of America, or as termed in this article, the Continental United States. Its citizenry live in one of the fifty States, and its laws are based on the Constitution, which is based on Common Law.

Less than one hundred years after we became a nation, a loophole was discovered in the Constitution by cunning lawyers in league with the international bankers. They realized that a separate nation existed, by the same name, that Congress had created in Article I, Section 8, Clause 17. This "UNITED STATES" is a Legislative Democracy

within the Constitutional Republic, and is known as the Federal UNITED STATES. It has exclusive, unlimited rule over its citizenry, the residents of the District of Columbia, the territories and enclaves (Guam, Midway Islands, Wake Island, Puerto Rico, etc.), and anyone who is a citizen by way of the 14th Amendment (naturalized citizens). One "United States," the Republic of fifty States, has the "stars and stripes" as its flag, but without any fringe on it. The Federal UNITED STATES' flag is the stars and stripes with a yellow fringe, seen in all the courts. The abbreviations of the States of the Continental United States are, with or without the zip codes, Ala., Alas., Ariz., Ark., Cal., etc. The abbreviations of the States under the jurisdiction of the Federal UNITED STATES, the Legislative Democracy, are AL, AK, AZ, AR, CA, etc. (without any periods).

Under the Constitution, based on Common Law, the Republic of the Continental United States provides for legal cases (1) at Law, (2) in Equity, and (3) in Admiralty: (1) Law is the collective organization of the individual right to lawful defense. It is the will of the majority, the organization of the natural right of lawful defense. It is the substitution of a common force for individual forces, to do only what the individual forces have a natural and lawful right to do: to protect persons, liberties, and properties; to maintain the right of each, and to cause justice to reign over us all. Since an individual cannot lawfully use force against the person, liberty, or property of another individual, then the common force -- for the same reason cannot lawfully be used to destroy the person, liberty, or property of individuals or groups. Law allows you to do anything you want to, as long as you don't infringe upon the life, liberty or property of anyone else. Law does not compel performance. Today's so-called laws (ordinances, statutes, acts, regulations, orders, precepts, etc.) are often erroneously perceived as law, but just because something is called a "law" does not necessarily make it a law. [There is a difference between "legal" and "lawful." Anything the government does is legal, but it may not be · lawful.] (2) Equity is the jurisdiction of compelled performance (for any contract you are a party to) and is based on what is fair in a particular situation. The term "equity" denotes the spirit and habit of fairness, justness, and right dealing which would regulate the intercourse of men with men. You have no rights other than what is specified in your contract. Equity has no criminal aspects to it. (3) Admiralty is compelled performance plus a criminal penalty, a civil contract with a criminal penalty. By 1938 the gradual merger procedurally between law and equity actions (i.e., the same court has jurisdiction over legal, equitable, and admiralty matters) was recognized. The nation was bankrupt and was owned by its creditors (the international bankers) who now owned everything -- the Congress, the Executive, the courts, all the States and their legislatures and executives, all the land, and all the people. Everything was mortgaged in the national debt. We had gone from being sovereigns over government to subjects under government, through the use of negotiable instruments to discharge our debts with

limited liability, instead of paying our debts at common law with gold or silver coin. The remainder of this article explains how this happened, where we are today, and what remedy we have to protect ourselves from this system.

Our Present Commercial System of "Law" and the REMEDY Provided for Our Protection The present commercial system of "law" has replaced the old and familiar Common Law upon which our nation was founded. The following is the legal thread which brought us from sovereigns over government to subjects under government, through the use of negotiable instruments (Federal Reserve Notes) to discharge our debts with limited liability instead of paying our debts at common law with gold or silver coin. The change in our system of law from public law to private commercial law was recognized by the Supreme Court of the UNITED STATES in the Erie Railroad vs. Thompkins case of 1938, after which case, in the same year, the procedures of Law were officially blended with the procedures of Equity. Prior to 1938, all U.S. Supreme Court decisions were based upon public law -- or that system of law that was controlled by Constitutional limitation. Since 1938, all U.S. Supreme Court decisions are based upon what is termed public policy.Public policy concerns commercial transactions made under the Negotiable Instrument's Law, which is a branch of the international Law Merchant. This has been codified into what is now known as the Uniform Commercial Code, which system of law was made uniform throughout the fifty States through the cunning of the Congress of the UNITED STATES (which "UNITED STATES" has its origin in Article I, Section 8, Clause 17 of the Constitution, as distinguished from the "united states of America," which is the Union of the fifty States). In offering grants of negotiable paper (Federal Reserve Notes) which the Congress gave to the fifty States of the Union for education, highways, health, and other purposes, Congress bound all the States of the Union into a commercial agreement with the Federal UNITED STATES (as distinguished from the Continental United States). The fifty States accepted the "benefits" offered by the Federal UNITED STATES as the consideration of a commercial agreement between the Federal UNITED STATES and each of the corporate States. The corporate States were then obligated to obey the Congress of the Federal UNITED STATES and also to assume their portion of the equitable debts of the Federal UNITED STATES to the international banking houses, for the credit loaned. The credit which each State received, in the form of federal grants, was predicated upon equitable paper.This system of negotiable paper binds all corporate entities of government together in a vast system of commercial agreements and is what has altered our court system from one under the Common Law to a Legislative Article I Court, or Tribunal, system of commercial law. Those persons brought before this court are held to the letter of every statute of government on the federal, state, county, or municipal levels unless they have exercised the REMEDY provided for them within that system of Commercial Law whereby, when forced to use a so-called "benefit" offered, or

available, to them, from government, they may reserve their former right, under the Common Law guarantee of same, not to be bound by any contract, or commercial agreement, that they did not enter knowingly, voluntarily, and intentionally. This is exactly how the corporate entities of state, county, and municipal governments got entangled with the Legislative Democracy, created by Article I, Section 8, Clause 17 of the Constitution, and called here The Federal UNITED STATES, to distinguish it from the Continental United States, whose origin was in the Union of the Sovereign States.The same national Congress rules the Continental United States pursuant to Constitutional limits upon its authority, while it enjoys exclusive rule, with no Constitutional limitations, as it legislates for the Federal UNITED STATES. With the above information, we may ask: "How did we, the free Preamble citizenry of the Sovereign States, lose our guaranteed unalienable rights and be forced into acceptance of the equitable debt obligations of the Federal UNITED STATES, and also become subject to that entity of government, and divorced from our Sovereign States in the Republic, which we call here the Continental United States?" We do not reside, work, or have income from any territory subject to the direct jurisdiction of the Federal UNITED STATES.These are questions that have troubled sincere, patriotic Americans for many years. Our lack of knowledge concerning the cunning of the legal profession is the cause of that divorce, but a knowledge of the truth concerning the legal thread, which caught us in its net, will restore our former status as a free Preamble citizen of the Republic. The answer follows: The Union of Sovereign States, under the Constitution, termed in this article the Continental United States. The other is a Legislative Democracy which has its origin in Article I, Section 8, Clause 17 of the Constitution, here termed the Federal UNITED STATES. Very few people, when they see some "law" passed by Congress, ask themselves, "Which nation was Congress working for when it passed this or that so-called law?" Or, few ask, "Does this particular law apply to the Continental citizenry of the Republic, or does this particular law apply only to residents of the District of Columbia and other named enclaves, or territories, of the Democracy called the Federal UNITED STATES?"Since these questions are seldom asked by the uninformed citizenry of the Republic, it was an open invitation for "cunning" political leadership to seek more power and authority over the entire citizenry of the Republic through the medium of "legalese." Congress deliberately failed in its duty to provide a medium of exchange for the citizenry of the Republic, in harmony with its Constitutional mandate.Instead, it created an abundance of commercial credit money for the Legislative Democracy, where it was not bound by Constitutional limitations. Then, after having created an emergency situation, and a tremendous depression in the Republic, Congress used its emergency authority to remove the remaining substance (gold and silver) from the medium of exchange belonging to the Republic, and made the negotiable instrument paper of the Legislative Democracy (Federal UNITED STATES) a legal tender for Continental United States citizenry to use in the discharge of debts.At the same time,

Congress granted the entire citizenry of the two nations the "benefit" of limited liability in the discharge of all debts by telling the citizenry that the gold and silver coins of the Republic were out of date and cumbersome. The citizens were told that gold and silver (substance) was no loner needed to pay their debts, that they were now "privileged" to discharge debt with this more "convenient" currency, issued by the Federal UNITED STATES. Consequently, everyone was forced to "go modern," and to turn in their gold as a patriotic gesture.The entire news media complex went along with the scam and declared it to be a forward step for our democracy, no longer referring to America as a Republic. From that time on, it was a falling light for the Republic of 1776, and a rising light for Franklin Roosevelt's New Deal Democracy, which overcame the depression, which was caused by a created shortage of real money. There was created an abundance of debt paper money, so-called, in the form of interest-bearing negotiable instrument paper called Federal Reserve Notes, and other forms of paperwork credit instruments. Since all contracts since Roosevelt's time have the colorable consideration of Federal Reserve Notes, instead of a genuine consideration of silver and gold coin, all contracts are colorable contracts, and not genuine contracts. [According to Black's Law Dictionary (1990), colorable means "That which is in appearance only, and not in reality, what it purports to be, hence counterfeit, feigned, having the appearance of truth."] Consequently, a new colorable jurisdiction, called a statutory jurisdiction, had to be created to enforce the contracts. Soon the term colorable contract was changed to the term commercial agreement to fit circumstances of the new statutory jurisdiction, which is legislative, rather than judicial, in nature. This jurisdiction enforces commercial agreements upon implied consent, rather than full knowledge, as it is with the enforcement of contracts under the Common Law.

All of our courts today sit as legislative Tribunals, and the so-called "statutes" of legislative bodies being enforced in these Legislative Tribunals are not "statutes" passed by the legislative branch of our three-branch Republic, but as "commercial obligations" to the Federal UNITED STATES for anyone in the Federal UNITED STATES or in the Continental United States who has used the equitable currency of the Federal UNITED STATES and who has accepted the "benefit," or "privilege," of discharging his debts with the limited liability "benefit" offered to him by the Federal UNITED STATES ... EXCEPT those who availed themselves of the remedy within this commercial system of law, which remedy is today found in Book 1 of the Uniform Commercial Code at Section 308. When used in conjunction with one's signature, a stamp stating "Without Prejudice U.C.C. 1-308" is sufficient to indicate to the magistrate of any of our present Legislative Tribunals (called "courts") that the signer of the document has reserved his Common Law right. He is not to be bound to the statute, or commercial obligation, of any commercial agreement that he did not enter knowingly, voluntarily, and intentionally, as would be the case in any Common

Law contract. Furthermore, pursuant to U.C.C. 1-103, the statute, being enforced as a commercial obligation of a commercial agreement, must now be construed in harmony with the old Common Law of America, where the tribunal/court must rule that the statute does not apply to the individual who is wise enough and informed enough to exercise the remedy provided in this new system of law. He retains his former status in the Republic and fully enjoys his unalienable rights, guaranteed to him by the Constitution of the Republic, while those about him "curse the darkness" of Commercial Law government, lacking the truth needed to free themselves from a slave status under the Federal UNITED STATES, even while inhabiting territory foreign to its territorial venue.

ADDENDUM

U.C.C. 1-207:4 Sufficiency of reservation. Any expression indicating any intention to preserve rights is sufficient, such as "without prejudice," "under protest," "under reservation," or "with reservation of all our rights." The Code states an "explicit" reservation must be made. "Explicit" undoubtedly is used in place of "express" to indicate that the reservation must not only be "express" but it must also be "clear" that such a reservation was intended. The term "explicit" as used in U.C.C. 1-308 means "that which is so clearly stated or distinctively set forth that there is no doubt as to its meaning." ... U.C.C. 1-308 Effect of reservation of rights. The making of a valid reservation of rights preserves whatever rights the person then possesses and prevents the loss of such right by application of concepts of waiver or estoppel .... U.C.C. 1-308:9 Failure to make reservation. When a waivable right or claim is involved, the failure to make a reservation thereof causes a loss of the right and bars its assertion at a later date .... U.C.C. 1-103:6 Common law. The Code is "Complementary" to the common law which remains in force except where displaced by the Code .... A statute should be construed in harmony with the common law unless there is a clear legislative intent to abrogate the common law. ... "The Code cannot be read to preclude a common law action."

EXAMPLE

Your Honor, my use of "Without Prejudice UCC 1-308" above my signature on this document indicates that I have exercised the "Remedy" provided for me in the Uniform Commercial Code in Book 1 at Section 308, whereby I may reserve my Common Law right not to be compelled to perform under any contract, or agreement, that I have not entered into knowingly, voluntarily, and intentionally. And, that reservation serves notice upon all administrative agencies of government -- national, state and local -- that I do not, and will not, accept the liability associated with the "compelled" benefit of any unrevealed commercial agreemen