**I recently received the following email. I agree with a lot of it, but I am wary of the fundamental premise: That a proper "reservation of rights" under the UCC can shield us from government abuse. My (Alfred Adask's) text is in bold, bracketed blue. The original author's article is written in black text (unless it's been otherwise "colorized" by me).**

**Here's the email:**

**UCC Remedy & Recourse UCC 1- 207, 1 - 308**

A friend of mine is fighting a county tax suit. I told him to file a motion to dismiss b/c of **reservation of rights UCC 1-308**. The judge blew his top & yelled & screamed to the pt. they thought they were gonna have to call the paramedics. The judge deferred it to the appellant court & then the appealed court passed it back down to the same judge. This friend of mine has a lawyer friend & a judge friend. The **judge said not to reveal his name, but said that the court has no choice but to dismiss** the case, The court **may try to force him into a plea bargain**. But told him not to take it, that the court will have to dismiss & will **pick some other technical reason to do so**.

My friends attorney looked up his drivers license number after the incident & found that he now has **diplomatic immunity** & attached to this are the words, "**DO NOT STOP, DO NOT DETAIN, DO NOT QUESTION**". So my friend went & tried it out by trying to get a ticket. When the cop ran his drivers license, he just gave it back & said "have a good day."

**So there it all is. Make sure you are in front of a real judge & not a magistrate or traffic ticket judge, reserve your rights UCC 1-308 & motion to dismiss & you're home free.** Just stick to your guns & do not let them scare ya into anything.

If you are in front of a traffic ticket, dog bit judge, just **appeal** his decision to circuit court. Also make sure that ya **don't ever except a magistrate**. You **always** want a **real judge** that tries real felonies.

Cordially yours,

Colonel Vaughn Wilson

All rights reserved UCC 1-308

**[“*Diplomatic immunity*”?? We can achieve “diplomatic immunity” by the astute use of the UCC??!! Does anyone really believe that the people who drafted the UCC would include a means for the great unwashed to achieve “diplomatic immunity”? I surely don’t.**

**Perhaps the author was so excited by his discovery that he exaggerated to emphasis his point. Maybe he just made a bad choice of words. But when a claim is too grand to be true, it’s probably not true.**

**I won’t say that something that seems a little *like* “diplomatic immunity” *might* not be achieved by an astute use of the UCC, but there’s no way the UCC grants diplomatic immunity.**

**Without Prejudice UCC 1-207 / 1-308**

**Remedy & Recourse**

**Every system** of civilized law must have **2 characteristics**: **Remedy & Recourse**. Remedy is **a way to get out from under the law**. The Recourse provides that if you have been damaged under the law, you can recover your loss. The Common Law, the Law of Merchants, & even the UCC all have remedy & recourse, but for a long time we could not find it. If you go to a law library & ask to see the UCC they will show you a tremendous shelf completely filled with the UCC. When you pick up 1 volume & start to read it, it will seem to have been intentionally written to be confusing.

It took us a long time to discover where the Remedy & Recourse are found in the U.C.C. They are found right in the 1st vol., at **1-207** & **1-103**.

**Remedy**

"The making of a **valid Reservation of Rights** **preserves whatever rights the person then possesses**, & **prevents the loss of such rights by application of concepts of waiver or estoppel**." (UCC 1-207.7)

It is important to remember when we go into a **court**, that we are in **a commercial, international jurisdiction**. If we go into court & say. "I DEMAND MY CONSTITUTIONAL RIGHTS!", the judge will most likely say, "You mention the Constitution again, & I'll find you in contempt of

court!" Then we don't understand how he can do that. Hasn't he sworn to uphold the Constitution? The rule here is: **you cannot be charged under one jurisdiction & defend yourself under another jurisdiction**.

For example, if the French govt. came to you & asked where you filed your French income tax of a certain year, do you go to the French govt. & say "I demand my Constitutional Rights?"

No. The proper answer is: "**THE LAW DOES NOT APPLY TO ME. I AM NOT** A FRENCHMAN."

**You must make your reservation of rights under the jurisdiction in which you are charged, not under some other jurisdiction**. So in a UCC court, you must claim your Reservation of Rights under UCC 1-207.

UCC 1-207 goes on to say...

**"When a waivable right or claim is involved, the failure to make a reservation thereof, causes a loss of the right, & bars its assertion at a later date**." (UCC 1-207.9)

**You have to make your claim known early**. Further, it says:

"The **Sufficiency** of the Reservation: **any expression** indicating an intention to reserve rights is **sufficient**, such as "**without prejudice**". (UCC 1-207.4)

Whenever you sign any legal paper that deals with Federal Reserve Notes, **write under your signature: "Without Prejudice (UCC 1-207.4).**" This reserves your rights. You can show, at UCC 1-207.4, that you have **sufficiently reserved** your rights.

It is very **important to understand** just what this means.

For example, one man who used this in regard to a traffic ticket was **asked by the judge** just what he meant by writing "without prejudice UCC 1-207" on his statement to the court?

He had not tried to understand the concepts involved. He only wanted to use it to get out of the ticket. **He did not know what it meant**. When the judge asked him what he meant by signing in that way, he told the judge he was not prejudice against anyone. The judge knew that the man had no idea what it meant, & he lost the case. You must know what it means!

**Without Prejudice UCC 1.207**

When you use "without prejudice UCC 1-207" in connection with your signature, you are saying, "I reserve my right not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily & intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement."

What is the compelled **performance** of an **unrevealed commercial agreement**?

When you **use Federal Reserve Notes** instead of silver dollars, is it voluntary?

No. There is no lawful money or alternative, so **you have to use Federal Reserve Notes; you have to accept the benefit.** The govt. has given you the **benefit** to **discharge** your debts with **limited liability**, & **you don't have to pay** your debts. How nice they are!

**But if you did not reserve your rights under 1-207.7, you are compelled to accept the benefit, & are therefore obliged to obey every statute, ordinance, & regulation of the govt., at all levels of govt.; federal, state & local.**

**[I think the author is probably roughly correct; benefits are being received and that reception creates the presumption that the recipient is subject to the rules of the trust that issues the legal tender rather than some other lawform like the Constitution of The State or federal government.**

**But who/what is the actual "beneficiary"? Is the "compelled benefit" really for me ("Alfred") or is it for it ("ALFRED")?**

**If we presume that 1) "ALFRED" and "Alfred" are two different entities; 2) "ALFRED" is some sort of fiction, estate or account and "Alfred" is a living man; and 3) that "Alfred" is fiduciary for "ALFRED"—then, what is the legal effect of "Alfred" reserving his rights when he is representing the defendant "ALFRED"? My guess is not much. E.g., what difference would it make to me if I hired an attorney to represent me, and the attorney reserved his rights in the court case? None.**

**I suspect that these reservation of rights strategies might not work *by themselves* to shield a presumed fiduciary ("Alfred") against the consequences of charges lodged against the**

fiction/estate/account called “ALFRED”. What difference does it make if the fiduciary reserves his rights if the fiduciary is not on trial? None.

I’ve been aware of the UCC1-207-reservation-of-rights strategy for most of 20 years. It may have worked in a few instances, but for the most part the strategy has been ignored by the gov-co. So many people have tried the UCC strategy for so many years, that if that strategy were as foolproof as the author contends, it would’ve been proven to be absolutely valid, long before now. There would’ve been individual failures, of course, but the reasons for those failures would’ve been ferreted out. Instead, what we see is widespread, commonplace failure reservation of rights strategy and a handful of anecdotal successes.

Statistically, UCC 1-207 has worked about as well as attaching a four-leaf clover or rabbits foot to your defense pleadings. I know one man who has involved himself in an average of 20 lawsuits a year for years. Every one of his pleadings “religiously” includes a declaration that the defendant “waives no rights, ever”—and I’ve yet to hear of that reservation ever having an effect on the courts. When assisting others, perhaps these reservations are claimed to late in the litigation process to have much effect. Nevertheless, my friend has been charged, sued and jailed with great regularity over the past years, and even for himself, these “reservations” seem ineffective.

It may be that by also invoking 1-308 and/or 1-103, the author of this article may have enhanced the UCC 1-207 reservation of rights strategy and made it effective. But I still doubt that the stories of success (causing one to obtain “diplomatic status”??) are—without more—anecdotal and improbable. If anyone’s obtained “diplomatic status” on the NCIC computers, I don’t think they did so by merely writing UCC 1-207 and 1-308 on their traffic tickets. If such diplomatic status were, in fact, achieved—I’ll bet there has to be more to the story.

Therefore, it seems to me that if a traffic ticket is issued to “ALFRED” and signed for by its fiduciary “Alfred,” that a mere reservation of rights by “Alfred” would have little impact on the case against “ALFRED”. I suspect that more must be required.

However, if the man “Alfred” were to sign his name with not only the UCC reservation of rights codes, but also “at arm’s length,” I suspect that “Alfred” might have a pretty good defense. That combination of disclaimers would imply: 1) that “Alfred” is a man who reserves all rights; and 2) “Alfred” does not represent “ALFRED”.

This disclaimer would compel the court to proceed against either 1) the man "Alfred" (who had reserved all his rights and could not be compelled to accept the "benefit") or 2) the fiction/estate/account "ALFRED" which was not represented and could not appear without representation. The court would be somewhat screwed.

This strategy might be further enhanced if the man "Alfred" not only gave notice that he was not the fiduciary for "ALFRED" but also gave notice that he would not voluntarily assume the role of surety on behalf of "ALFRED". So long as I ("Alfred") do not represent or agree to act as surety for "ALFRED," I doubt that the court can proceed against "it"—and even if they do, it should be no skin off my nose.

My proposed enhancements may also be insufficient or ineffective. But I have a hard time believing that the UCC 1-207 strategy has finally been perfected—at least as so far described.

More, I still suspect that any strategy that expressly mentions the "UCC" may be hazardous to your health. The UCC is a long ways from common law and the Constitution and almost certainly an artifact of "this state" rather than The State. If you make express claims under the UCC, you are implicitly admitting that you are the type of "person" who is "in this state" and subject to the UCC. Those are not admissions which I would willingly make.

But according to the article, UCC 1-207.4, "any expression indicating an intention to reserve rights is sufficient, such as 'without prejudice'." Therefore, it's possible to "sufficiently" invoke your reservation of rights without "expressly" mentioning the UCC. I.e., we might write "without prejudice" rather than "without prejudice UCC 1-207". By doing so we might not admit that we are subject to the UCC, but we would be implicitly reminding the judge and police that they are subject to the UCC.

One more point: In the "Art of War," Sun Tzu advised that you should never take anything your enemy gives you. In other words, whenever your enemy expressly gives you something, it's probably bait for some sort of trap. Even if you can't see or imagine the trap, don't take the bait.

The UCC is provided by our "enemy" (this state; the N.W.O., etc.). When our enemy offers us "without prejudice," I can't help be recall Sun Tzu's warning. Having read and tried to understand the law for 26 years, I can't help wondering if the gift of "without prejudice"

might not be “bait” for a trap. IF my suspicions were valid, you can bet that that the words “without prejudice” are a “term of art” that the gov-co has defined (somewhere) to refer only to a reservation of *civil* rights afforded to U.S. citizens, U.S. persons—but not to the God-given, unalienable Rights granted to Men by our Father YHWH Elohiym at Genesis 1:26-28 and declared to be “self-evident” by our “Declaration of Independence” (which is, to this day, part of The Organic Law of The United States of America”.

IF my suspicions were correct, then UCC 1-207.4, “any expression indicating an intention to reserve rights is sufficient, such as ‘without prejudice’,” would be a trap to invite us to admit that we were citizens of the United States or some such and still subject to the court’s power. This suspicion might explain why so many attempts to use the UCC reservation of rights strategy have been completely ineffective over the past 20 years.

All of this is pure conjecture that should be taken only with much salt. But—if it were true—then: 1) we would not want to expressly reference the “UCC” in our disclaimers; and 2) we would want to find some actual expression of or reservation of rights other than “without prejudice”.

I just looked up “without,” “without prejudice” etc. in the A.D. 1914 edition of Bouvier’s Law Dictionary. Interesting.

“WITHOUT. Outside; beyond. Welton v. Missouri, 91 U.S. 277, 23 L.Ed. 347; Ainslie v. Martin, 9 Mass. 456.”

I like the fact that the definition of "without" includes "beyond". The word "beyond" suggests "beyond the jurisdiction of". This is something more than merely saying outside of. For example there are people who are charged by government with tax invasion who are living in foreign countries these people are outside the United States but they are not "beyond" the jurisdiction of the United States. This suggests to me that whenever you want to step outside of the jurisdiction of a particular entity and implicitly declare yourself to be "beyond" that jurisdiction, you might want to employ the word "without".

"WITHOUT PREJUDICE. See COMPROMISE.”

Right there, I begin to see evidence that my earlier suspicions may be valid. I would never have guessed that the phrase "without prejudice" could possibly have meant some form of "compromise". A "compromise" is necessarily an admission that there is a valid controversy

or account between the two parties. If it's still true today that the phrase "without prejudice" implicates a "compromise," then the phrase "without prejudice" might constitute an implied confession.

In a moment, I'll look up "compromise" to see how that relates to "without prejudice". But before I do consider the following definition:

"WITHOUT THIS, THAT. In pleading. Technical words used in a traverse (*q.v.*) for the purpose of denying a material fact in the preceding pleadings, whether declaration we replication, etc. The Latin term is absque hoc (*q.v.*). Com. Dig Pleader (G 1); 1 Chitty, Pl. 576, note *a*." [Underline emphasis added.]

Thus, given this application of the word "without," it's possible that the phrase "without prejudice" may be an element of a "traverse" into the jurisdiction of a particular court. I'm not saying this is true, but it's clearly possible.

So far, we are learning that the definition of "without prejudice" and the consequences of using that term may not be as benign as UCC 1-207.4 suggests.

*Bouvier's* definition of "compromise" is fairly lengthy, takes up two pages of text, and offers a lot of surprising insight that I'm not going to consider here. Bouvier's definition of compromise "compromise" includes at least a half dozen express references to "without prejudice" and I'd bet that at least one-third of the two pages of definition are devoted to exploring the concept of "without prejudice". Thus, the relationship between "without prejudice" and "compromise" is not tentative. In fact I bet that the *majority* of the A.D. 1914 definition of "compromise" involves the term "without prejudice".

Thus, it's evident that the meanings of the terms "without prejudice" and "compromise" are sufficiently similar to be almost synonymous. This similarity is made more evident by the fact that *Bouvier's* actual definition for "without prejudice" offers nothing other than "See COMPROMISE." If the meaning of "without prejudice" was to any degree a dissimilar from the meaning of "compromise," that distinction should have been reflected in the express definition of "without prejudice". In truth, *Bouvier's* dictionary declares that "without prejudice" is a virtual synonym for "compromise".

Even after reading the *Bouvier's* definition of "compromise," I can't say that I fully understand the definition just yet. Two full pages of fairly small print offers too much

information to quickly digest. Nevertheless, I fail to see how we can write a synonym for "compromise" on paperwork received from government and expect that our offer of "compromise" will somehow shield us from charges or prosecution. That observation seems consistent with my suspicion that "without prejudice" might be a trap—and might explain why "without prejudice" has routinely failed to have much effect over the last 20 years.

The problem with this theory is that Bouvier's 1914 definition of "without prejudice" shows little or no similarity to the definition found in *Black's Law Dictionary* (8th Ed., A.D. 2004). In fact, at first glance, the *Black's* 8th definition is just about what we'd expect to correspond with the UCC "reservation of rights" strategy:

> "**without prejudice**, *adv*. Without loss of any rights; in a way that does not harm or cancel the legal rights or privileges of a party <dismissed without prejudice>. See *dismissal without prejudice* under DISMISSAL.(1)"

Short and sweet. Or so it seems.

Certainly, the phrase "without loss of any rights" sounds like just what the "reservation of rights" doctor ordered. But the subsequent reference to "*legal* rights" and "privileges" is a little offsetting. What about "constitutionally protected" rights? And what about "unalienable Rights" granted by God? On the one hand, the definition applies to "any" rights; on the other hand, it applies to "legal" rights.

Black's 8th defines "legal right" as:

> "1. A right created or recognized by law. 2. A right historically recognized by common-law courts. Cf. *equitable right*. 3. The capacity of asserting a la legally recognized claim against one with a correlative duty to act."

When you start chasing definitions, there is no real end. The first definition of "legal right" includes seven words. If we search out the definitions of each of those seven words, we'll probably find another 20 words (or more) to define each of the seven. If we search out the definitions of all of the 140 words (or more) that might define the first seven words, we'll find even more words and definitions to pursue. When it comes to definitions, you finally reach a point of agreement or consent where you essentially quit looking up more definitions (because the task is endless) and you accept some definition as roughly correct. You never really get to the "bottom" of definitions; you simply run out of time or energy and you quit

looking and/or consent to some person's (judge's) authority to say what the definition of a particular word is.

In any case, "without prejudice" can involve "legal rights" and "legal rights" have three separate definitions. So which definition of "legal rights" might apply to "without prejudice"? Who knows? Might be all of 'em. Might only be one.

I am intrigued by the "Cf. *equitable right*" phrase in the "legal right" definition. "Cf." means compare or contrast. Thus, it appears that your "legal rights" may not include your "equitable rights". If that were true, then a "without prejudice" disclaimer might only reserve your "legal rights"—but not your equitable rights. IF most modern court cases were based on trust relationships, virtually all of the "rights" considered by the courts would be "equitable" and/or "fiducial". Thus, "without prejudice" to your "legal rights" might have no effect on your equitable rights or *fiduciary duties*. Under such circumstances, a "without prejudice" disclaimer might have little or no effect.

This makes pretty good sense. The fact that you might reserve any and all of your "*rights*" is not sufficient to absolve you from whatever "*duties*" you might be charged with performing. I.e., just because you may have all the *rights* of a "sovereign without subjects" doesn't exempt you from your *duty* to pay your bills. Rights can shield you from being forced to assume some duty, but once you have assumed such duty (or you are silently presumed by a judge to have assumed such duty and you have failed to challenge that presumption), it's unlikely and illogical to suppose that any subsequent assertions of your rights will exempt you from your duty.

This brings me back to the need to include an "at arm's length" disclaimer with every signature. As I've explained repeatedly, "at arm's length" signals that you are absolutely not acting in a fiduciary capacity and if any relationship results from the document you've signed, that relationship must be contractual. So long as you act "at arm's length," you defeat any presumption that you've consented to act as a fiduciary in some implied trust relationship. So long as you are not a fiduciary, you are virtually immune from any presumption that you are obligated to perform some fiduciary duty. IF there's any resulting duty created by your at-arm's-length signature, that duty would be contractual, at law rather than in equity, and would require that both parties have roughly equal bargaining power, a consideration and full disclosure of all material facts.

So far as I can see, the current gov-co can't really screw you except in equity. So long as you sign "at arm's length," you deny that you've voluntarily entered into an equitable, trust-based relationship. So long as you're "at arm's length," you may be almost invulnerable to the modern gov-co.

But even if "at arm's length" is not as strong as I suspect, it would still seem to be an ideal "compliment" to the UCC 1-207 and UCC 1-308 "without prejudice" disclaimers. If "without prejudice" preserves your *legal rights* and "at arm's length" shields you from implied fiduciary *duties*, I'd bet that you might be in a pretty strong position.

All of which brings me back to the Black's 8th definition of "without prejudice": "Without loss of any rights; in a way that does not harm or cancel the legal rights or privileges of a party." "Party" to what? To a case? Sure. To a trust relationship? Maybe. To an account? Probably. But if you're a "party" to anything, you are not an independent man or woman. You are almost certainly subject to whatever rules, regulations, laws or even moral obligations that govern "parties" to a particular relationship. Generally speaking, if a "defendant" is "party" to some relationship with the plaintiff, the defendant will probably be found guilty. If the accused can demonstrate that he's "at arm's length" and thus not "party" to any relationship with the plaintiff, the case against the accused may probably be dismissed.

Insofar as *Black's* 8th's definition of "without prejudice" applies to "parties" to some relationship, I am wary of using the "without prejudice" disclaimer. Again, if using "without prejudice" allows the presumption that I have admitted and consented to being "party" to some relationship with the plaintiff, I don't want to use "without prejudice".

The *Black's* 8th definition is somewhat ambiguous. I don't know how to exactly interpret the central semi-colon. If "without loss of any rights" were a definition that was separate and distinct from "in a way that does not harm or cancel the legal rights or privileges of a party," I would expect to see each definition carry a number ("1." & "2.") and be separated by a period. The fact that the two clauses are separated only by a semi-colon suggests to me that they at least intimately related and probably two parts of the same definition; that the second phrase modifies or limits the first.

But no matter how many angels are dancing on the head of that pin, one observation remains pretty solid: regardless of whatever "rights" may be secured by "without prejudice," that disclaimer has no impact on your duties. If you legitimately owe me $5,000, what right

will "without prejudice" secure to exempt you from your duty to pay that debt? I don't care if you're the Pope. If you agreed to pay some legitimate debt or perform some legal obligation, there is no right that you can claim or mention that will absolve you from that duty.

So—let's suppose that the IRS sends you a notice informing you of your alleged duty to file an income tax return or pay some income tax. That notice is premised on your presumed duty to file or pay. If you don't effectively question, challenge or deny the existence of whatever relationship created that presumed duty, it will be presumed that you have agreed that the underlying relationship and resulting duty are valid. Once that duty is sufficiently "presumed," you're probably screwed. Sure, you can sign your responses to the IRS "without prejudice" and secure your rights, but what rights can you claim today that will exempt you from a duty your assumed yesterday (or 20 years ago)?

Conclusion: "without prejudice" may secure some or all of your "rights," but what's that got to do with whatever "duties" that you are presumed to have voluntarily entered into as some previous date? Answer: virtually nothing.

Your legal "rights" do not directly exempt you from your legitimate duties—and it's the breach of your duties that will put you in jail.

While it may be very nice to secure some or all of your rights with the "without prejudice" disclaimer, what do your *rights* have to do with annulling any of your *duties*? In fact, your rights are a precondition for accepting "duties". A child has little or no rights and as a result a child can't be held liable for signing a contract and consenting to perform some duty. It's only when the child assumes his full endowment of "rights" that the child becomes liable to punishment for failing to perform his agreed duties.

In theory, it might be argued that you're better off with NO "rights" since, without rights, you probably couldn't assume liability for any "duties". A man without rights can't be jailed for breach of any duties that he assumed in a private capacity. So, from this perspective, a man who claims all of his "rights" with a "without prejudice" disclaimer would be *helping* the court to find that he was competent to assume certain private duties and when he failed to perform them, was liable to punishment. If you didn't first have your "rights," you could not have entered into any subsequent "duties". It is your "right" to voluntarily enter into whatever "duties" you care to assume. But once you have voluntarily entered into some "duties," your rights will not allow you to later evade those duties.

**No one is fined or jailed for having—or not having—rights. 200 years ago, they didn't jail slaves simply because slaves had no rights. The same is true today. Rights are almost irrelevant to prosecutions. You won't be jailed even if you have no rights whatsoever—you will be jailed for failing to perform some DUTY.**

**It's all about the duties—not the rights. As former president Clinton might say "It's the *duties*, stupid!"**

**Therefore, I see for the first time that the primary objective of using a disclaimer over your signature is not to secure your rights, but to expressly challenge or deny that you have taken on any "duties". So far as I can tell, "without prejudice" has nothing to do with your duties. So, how can "without prejudice" be much of a defense or remedy?**

**On the other hand, "at arm's length" does expressly deny the existence of any equitable relationship in which you are presumed to be the fiduciary burdened with various fiduciary duties. The fact that you write "at arm's length" does not disprove the existence of any pre-existing fiduciary duties relative to the matter at hand. But that disclaimer does make issue of the fiduciary relationships that might be implied by a plaintiff or prosecutor and presumed to exist by a judge. Once you start slinging "at arm's length" around, your adversary should have to prove the existence of a trust-based relationship between himself and you.**

**It's likely that most trust relationships are implied by the plaintiff/prosecutor and presumed by the court. If so, once the presumption of their existence is challenged with the "at arm's length" disclaimer, there's virtually no way to prove that you have voluntarily and knowingly consented to assume the role of fiduciary in an implied trust relationship. If you haven't voluntary consented to assume the "servitude" of fiduciary in some implied trust relationship, under the 13th Amendment such "involuntary servitude" is unconstitutional.**

**Even if your adversary can point to a document (like a SS application or 1040) which you signed and which can be deemed to be evidence of your having entered into a fiduciary relationship, if you're half-way competent, you can argue that 1) the document gave no express notice of creating a trust relationship; 2) you assumed that you were the beneficiary rather than the fiduciary; and/or 3) you never knowingly and voluntarily intended your signature to signify that you had voluntarily agreed to act as fiduciary for your adversary; etc..**

Don't misunderstand. You aren't likely to start signing "at arm's length" half way through a trial and cause the court to dismiss the case against you. You should probably use "at arm's length" from the very beginning of any alleged relationship with some real or potential adversary. I sign "at arm's length" over virtually all of my signatures except those very few where I have, in fact, agreed to act as a fiduciary. Why take a chance? Where's the harm? An ounce of "at arm's length" is worth a pound of litigation.

IF you've used the "at arm's length" disclaimer to effectively deny the existence of any trust relationship between yourself and your adversary, there's only one remaining basis for alleging you have assumed and then breached any privately created duties: contracts. Contracts require equal bargaining power of the parties, consideration and full disclosure. You can bet that a governmental adversary will virtually never have a contract on which to hold you liable.

If they don't have a trust relationship and they don't have a contract, all that's left is the law. But insofar as "this state" is a territorial or fictional entity that is not "The State" (meaning a State of the Union), "this state" has no authority to act against you without your consent. "This state" is a privatized entity complete with EIN numbers for all bureaucracies and most courts. While "The State" has the authority of LAW, "this state" does not. "This state" appears to be purely consensual. So, if you've effectively denied having a fiduciary relationship with "this state" and "this state" can't produce a legitimate contract to bind you to some obligations, where is the authority of "this state" to proceed against you?

The UCC reservation of rights strategies may be helpful, but until something better comes along, I'm betting my money on "at arm's length".

"At arm's length" won't defeat contractual relationships, but it will stop implied fiduciary relationships. It's not perfect, but it's the best so far.

I'm wondering what disclaimer is the contractual equivalent of "at arm's length". I.e., if "at arm's length" defeats the presumption of implied trust relationships, what similar disclaimer might defeat the presence (or even presumption, if there is such thing) of the existence of a contract? "Non-contractus" or some such??

So far as I can tell, "this state" can lay a glove on you without an underlying, private *relationship* between yourself and a plaintiff or "this state". Such relationships are primarily

**presumed. If you can defeat the presumption that you are party to a fiduciary (trust-based) *relationship* or a contractual *relationship*, I think "this state" is *skuh-rooood*.**

**All of which, brings me finally back to Bouvier's A.D. 1914 definition of "compromise" (which *Bouvier* declared to be essentially synonymous to the definition of "without prejudice"). I'm going to read excerpts of the definition of compromise in this article. I'm not going to include most of the case law that *Bouvier* referenced, in part because the list is substantial and in part because the list to case law interferes with comprehending the concepts will be is trying to present.**

"**COMPROMISE**. An agreement made between two or more parties as a settlement of matters in dispute.

"Such settlements are sustained law;... and are highly favored;.... The amount in question must, it seems, be uncertain;.... The compromise of a doubtful or disputed claim in sufficient consideration to uphold an *assumpsit*;.... The compromise of a doubtful claim made in good faith is a good consideration for a promise, though afterwards appears that the claim was wholly groundless;.... Is not necessary that the claim settlement should be one that could be successfully maintained;.... Nor is necessary that there should be any doubt about the claim; it is enough if the parties consider it doubtful;... or if the parties balked at the time that there was a real question between them;... it was held at the claim must be one which was understood by both parties to be doubtful. It is said that the question is as to the belief, in good faith, of the claimant in the validity of this claim. There must be a *colorable* round for the claim;... an agreement not to contest the will was not enough, the party had no right to make a contest;.... "A claim is honest at the claimant does not know that his claim is unsubstantial, or if he does not know the facts which show that his claim is a bad one;".... But it has been held to one made by this piece by compromising the claim which he knows is without bright;.... But the compromise of any legal claim will not sustain a promise;... Sullivan notes given for gambling debt;... and a note given for liquor sold without a license;... where however the illegal contract has been fully performed, a compromise may be valid;... and where the parties have disputed claims against each other and agreed to settle them, is binding although some of the claims were illegal;... <u>after claim is in suit, it is set to make no difference whether it could have been maintained or not</u>;.... The subject is fully treated in Armijo v Henry, 14 N.M. 181, 89 Pac. 305, 25 L.R.A. (N.S.) 275.

"Where a debtor tenders part of the disputed claim to the creditor in full satisfaction, if the latter accepts the tender, he is bound by the terms thereof.... An offer of settlement by plaintiff, but not accepted by defendant, does not bind either party;.... As to the compromise of a criminal charge, see COMPOUNDING A FELONY.

"An offer to pay money by way of compromise is not evidence of debt, since as was said by Lord Mansfield, 'it must be permitted to men 'to buy their peace' without prejudice to them, if the offer did not succeed; and such offers are made to stop litigation without regard to the question whether anything, or what, is due."

"If the terms 'by their peace' are attended to, they will resolve all doubts on this head... and the author adds as an example: If A sue B for 100 pounds, and B offered to pay him 20 pounds, it shall not be received in evidence, for this neither admits nor ascertains any debt, and is no more than saying he would give 20 pounds to get rid of the action. But if an account consists of 10 articles, and be admits that a particular one is due, is good evidence for so much.

"In one of the oldest cases on the subject, Lord Kenyon declared at *nissi prius*: 'Evidence of concessions made for the purpose of settling matters in I shall never admit;' ... what evidence was admitted that after the action was brought the defendant called upon the plaintiff and said that he was sorry that the thing it happened, and offered 200 pounds in settlement, which was not accepted;... in other cases evidence of offers of compromise made, but not expressed to be without prejudice, were held to be admissible;... apparently in opposition to the rule laid down by Lord Mansfield and Lord Kenyon above referred to.

"It may, however, be considered settled the letters were admissions containing the expression in substance that they are to be without prejudice will not be admitted in evidence;....

"In the last case the rule was put definitely on the ground of public policy by Tindal, C.J., said: 'it is of great consequence that parties should be unfettered by correspondence entered into upon the express understanding that it is to be without prejudice,' and he also declared 'that were used in the letter containing the offer, the words 'without prejudice' must cover the whole correspondence.' And this rule has been followed and it was held that not only the letter bearing the words 'without prejudice,' but also the answer thereto, which was not so guarded, was inadmissible in evidence;.... It is the recognized rule in the

United States that admissions made in treating for an adjustment cannot be given in evidence;.... The admissibility of such evidence depended upon the intention of the parties seeking a compromise. If he intended it as an admission of liability, it was admissible; if he only intended as a compromise settlement, it was not.

"Verbal offers of compromise of a claim made by defendant's solicitor are also protected and cannot be given in evidence against his client;....

"An account rendered by the defendant and plaintiff, showing the balance in the plaintiff's favor, accompanied by a letter proposing an arrangement in this letter and account were without prejudice was held to be inadmissible as evidence.... The principle of the exclusion of such admissions, whether verbal or documentary, therefore, seems to rest on the fact that there was some matter in controversy for some claim by one person against the other for the settlement for adjustment of which the communication is made, and that in furtherance of the maxim, '*Interest respublicae ut sit finis litium*,' it is for the public good the communications having that end in view should not be allowed to prejudice either party in the event of their proving abortive. It is not necessary that such communications should be expressly guarded and manifestly appear to have been made by way of compromise;... such admissions or negotiations are inadmissible whether made 'without prejudice' or not;.... Where a letter opening negotiations for compromise, but not stated to be without prejudice, was followed a day or two afterwards by another guarding against prejudice, it was held that the whole correspondence was thereby protected;... and Gurney, B., refused to receive in evidence a letter written 'without prejudice,' even in favor of the party who had written it, saying, 'right without prejudice so as not to bind yourself, you cannot use the letter against the other party;'....

"And evidence of plaintiff offers of compromise were made by him is inadmissible.... And negotiations between parties for the purpose of clearing title to land in compromising differences will not prejudice the rights of either party....

"Correspondence of this kind is not only inadmissible as evidence at trial of action, but it has also been held to be privileged from production for the purposes of discovery....

"Romilly, M.R., and the last of these cases, stated the rule very much in the same way as the Tindal, C. J., *supra*; he said, 'Such communications made with a view of an amicable arrangement ought to be held very sacred, for if parties were to be afterwards

prejudiced by the efforts to compromise, it would be impossible to attempt an amicable arrangement of differences.'

"When correspondence for settlement had commenced 'without prejudice' but whose words were afterwards dropped, it was immaterial....

"The same principle is applied with a cause of action is older than adept, as in a bastardy proceeding, or offers of compromise were held not admissible against the defendant has admissions of his guilt... nor does the payment of a certain sum on a claim for a much larger sum constitute a recognition of the legal liability to make further payments on such claim... but we're offers of compromise are made with third person, who has no authority to settle the claim, and there is no intimation that they were made 'without prejudice' or in confidence, they are admissible in evidence... a statement made by one of several defendants to his co-defendants, indicating the settlement of plaintiff's claim is not within the rule excluding offers made for the purpose of compromise, but is competent as an admission of liability... and evidence of the admission of an independent fact, although made during a negotiation pending towards a compromise, is admissible....

"In a prosecution for rape, evidence that defendant had offered money to the foster father of a prosecutrix to stop criminal proceedings was incompetent....

"The extent of the protection which may be invoked by the use of the word 'without prejudice' is limited to the purpose contemplated by the rule as stated and will not be extended to exclude evidence of communications, which from their character may prejudice the person to whom it is addressed if he should reject the offer... nor a letter which is intended to be used by the party writing it; the words protect both parties from its use, but if the writer declared that he will use it, from that moment it loses its privileged character.... Such communications, when the negotiation is successful and compromises agreed to, are admissible both for the purpose of showing the terms of compromise and enforcing it... and also in order to account for lapse of time.... Whether verbal or written, such communications cannot be regarded for the purpose of determining the question of costs.... In this well considered case, the English Court of Appeal established the rule contrary to what had been in some previous cases thought proper....

"As to a compromise on a mistaken interpretation of the will, see [1905] 1 Ch. 704.

"See ACCORD AND SATISFACTION.

"**In civil law.** An agreement between two or more persons wishing to settle their disputes, referred the matter in controversy to arbitrators were so-called because those who choose to give them their full powers to arbitrate and decide which shall appear just and reasonable, to put an end to the differences of which they are made the judges...."

**The text beginning with "In civil law" is the fourth of the four definitions for "compromise". This fourth, short definition is the one most people would regard as proper for the word "compromise".**

**The second definition regarding "wills" is brief and not too surprising. The third "definition" or at least "reference" to "Accord & Satisfaction" is not too surprising.**

**But the first definition (over 1,600 words plus case cites) is primarily about the use of "without prejudice" and is therefore surprising to the point of amazement. I'm not sure that I understand that first definition properly, but this much seems clear: 1) in A.D. 1914, the use of "without prejudice" indicated that the party using the term was offering a compromise; 2) that such offer of compromise indicated that the party making the offer implicitly admitted that the other side may have a claim against him; 3) that the party offering the compromise was unsure of his case; but 4) that those documents carrying the term "without prejudice" for the purpose of offering a compromise would not be admitted as evidence.**

**However, if "without prejudice" were included on a document with some express manifestation that the purpose was not to enter into a compromise, the document might be entered into evidence.**

**What's all that mean?**

**I don't know.**

**But I know this much: If the relationship between "without prejudice" and "compromise" are still recognized by our legal system today, then the use of "without prejudice" *might* cause the document on which the term appears to be inadmissible as evidence. I suppose that in instances it might be an advantage to render a document inadmissible by branding it "without prejudice".**

**But, for the most part, if you really want to claim all of your rights, doing so by means of writing "without prejudice" on a document *might* be completely ineffective if that document is thereby declared inadmissible.**

**All of which suggests that the use of "without prejudice" to reserve all of your rights may be of little or no use.**

**However, a good lesson remains to be learned from the study of "compromise": If it's true that all documents signed "without prejudice" are an offer of compromise and thus inadmissible, it follows that all documents signed without any disclaimer and not as a compromise will waive at least some of your rights and are admissible. In other words, *every time you sign your name* without disclaimer and/or without some intention to compromise, you are effectively *waiving some of your rights*.**

**Get that?**

***Every time you sign your name* without disclaimer or intent to compromise, you are waiving some rights in order to assume some duty which can henceforth be enforced without regard to your "rights".**

**Get that?**

**You need to understand that every one of your signatures is not simply an act of witness or some favor to an adoring fan—it marks your voluntary assumption of some duty that you will not be able to evade by some later claim of "rights".**

**Every time you signed a mortgage, credit card, SS application, drivers license, or application for electrical utilities—you were voluntarily assuming a duty and implicitly waiving whatever rights you might otherwise have claimed to shield yourself from that duty.**

**Implication? Think long and hard before your affix your signature to any document. And if you must sign, consider whichever disclaimers you might want to compliment your signature and thereby limit your liabilities.**

You've got your "rights". I know that gov-co uses some tricks and presumptions to limit or eliminate your rights, but for the most part, your right or absence of rights will not get you tossed into the slammer. It's not your rights—it's your duties that get you jailed.

I'm not saying that you should forget your rights, but I am saying that your rights are, in most instances, of secondary importance as compared to your duties. Again, just because you're a King (sovereign endowed with absolute rights) doesn't mean you don't have to pay your bills and perform your duties. If you have legitimate duties, your rights will not protect you from performing those duties. In fact, your rights were probably a prerequisite for you to assume a particular duty in the first place. And when you assumed that duty, you voluntarily waived or compromised some of your rights.

This principle of duties trumping rights is even borne out in the Old Testament where some tribesmen came to visit either Joshua of David (I can't recall which). These tribesmen were wearing tattered clothes, badly worn sandals and carrying bread that was dried out and moldy. Joshua (?) presumed they had traveled a long distance to reach him. These tribesmen knew that Joshua was ordered by the our father YHWH Elohiym to conquere all of the "promised land" and drive the indigenous tribes out. The tribesmen wanted a treaty that would protect them from Joshua's advances. Joshua, believing these men came from a very distant tribe that he would probably never encounter, entered into an agreement with these people and assumed a "duty" to never attack them. Joshua later discovered that these tribesmen had used their tattered clothes, worn sandals and moldy bread to deceive Joshua into thinking they'd come from a very distant place. In fact, these tribesmen were living within the "promised land" and essentially "just down the road" from Joshua.

Joshua wanted to strangle the tribesmen for deceiving him. God prevented him from doing so, telling Joshua that he must live up to his agreement and perform the duties he'd agreed to perform.

Think about that. Despite the fact that the GOD of the UNIVERSE had ordered Joshua to drive the indigenous people out of the "promised land," when Joshua (the agent of God) cut a deal with these tribesmen, both Joshua and God were bound by the deal and the tribesmen were allowed to remain in the promised land.

**We see something similar in the biblical mandate that "the workman is worthy of his hire". Just because you are rich, powerful and famous, you cannot induce the poor into working for you with promises that you will pay them and then renege on your duty to pay.**

***God himself* is bound by His covenants and is obligated to perform whatever duties He has agreed to perform. Think about *that*. What if God reneged on his covenants? What are you going to do about it? Sue Him? Declare war? What?**

**Even *God* is bound by His duties. Even *God* has no right to renege on whatever duties He has voluntarily and intentionally assumed.**

**So, if even *God* doesn't have enough rights to overcome and renege on his duties, what rights do you suppose that you could reserve that might allow you to avoid or evade your duties? The answer is None.**

**That's probably why the various reservation-of-rights strategies are largely ineffective. Yes, you can reserve all of your rights—*except the ones you already waived* when you voluntarily entered into an agreement with some other person wherein you assumed certain duties. When you voluntarily assumed a particular duty, you voluntarily waived some of your rights.**

**For example, suppose you had 100 rights, numbered consecutively from 1 to 100. Suppose you entered into an agreement with me whereby you agreed to voluntarily assume the duty of painting my house. When you agreed to assume that duty, you might have waived or compromised your rights numbered 12 and 72. If you fail to perform your duty and I complain and try to enforce your obligation to perform, you might try to defend by "reserving your rights" with a declaration of "without prejudice" on our various enforcement documents. Well, so what if you reserve your rights? In fact, you are only reserving rights 1 through 11, 13 through 71 and 73 through 100. Sure, you can reserve 98 of your 100 rights. But that reservation of 98 rights has nothing to do with the two rights (#s 12 & 72) that you waived when you assumed the duty to paint my house.**

**Again, you can see why a reservation of rights is ineffective to ward off the enforcement of an agreed duty.**

**Duties trump rights because your duty creates the other guy's rights. Your duty diminished your rights and enhances the rights of some other person for whom you must perform.**

**Implication: again, your primary objective in defeating a gov-co enforcement action should be to attack the presumption that you are bound by a duty rather than to assert you have various rights.**

**Yes, you will probably need your rights to challenge the presumed duty. But the fact remains that if God is bound by His duties, you will be bound by yours. The only question is whether the alleged "duty" really exists. And *that's* where you attack.**

**So far as I can tell, duties come in only three or four types:**

**1) fiduciary;**

**2) contractual;**

**3) by law; and sometimes,**

**4) by moral obligation.**

**If the gov-co is prosecuting you for some "offense," that "offense" is essentially the breach of some "duty".**

**OK—under the 6th Amendment (which applies only to criminal prosecutions), the accused is entitled to know the "nature and cause of the accusation" against him. So, if you're accused, demand to know the exact nature of duty you are presumed to have breached. Is it fiduciary, contractual, legal, or moral? Assuming gov-co answers, attack the foundation of that duty.**

**For example, if gov-co says "fiduciary," you can deny that you ever knowingly and voluntarily assumed the servitude of fiduciary in this matter and under the 13th Amendment, you can't be subjected to involuntary servitude. (There isn't one man in 1,000 who has any idea what "fiduciary" means. How could anyone who doesn't understand trust and fiduciary relationships have knowingly and voluntarily entered into one?)**

**If gov-co says "contractual," attack the consideration, full disclosure, equal bargaining power of the parties and alleged "meeting of minds" requisite for valid contracts. If any of those elements are missing, the contract is probably void.**

**If gov-co says "law," the problem will be more challenging since you'll have to try to show that 1) you are not one subject to said "law"; and/or 2) the gov-co is de facto and has no authority to enforce the law without your consent.**

**If gov-co sez you have breached some "moral" obligation/duty, then the most they'll have is an implied trust relationship which you may be able to challenge as an involuntary servitude (just like fiduciary obligations).**

**I don't care what you're rights may be; if you are not actually bound to perform some duty, gov-co can't legitimately lay a glove on you. Of course, if gov-co insists on acting like a pack of lawless tyrants, there's not much any of us can do to stop them. But, while gov-co does sometimes behave lawlessly, they don't do so a lot. They can't engage in widespread, overt tyranny without alienating the public. Therefore, unless they *really*, *really wanna getchu*, gov-co will more or less play by the rules if you are sharp and you attack their fundamental premise (that you have voluntarily entered into a duty) *early* in the process.**

**Your duty creates *their* rights. If you have no duty, they have no right to prosecute you.**

**DTD. Defeat The Duty.**

**ALHEA: And Live Happily Ever After.**

**OK—maybe you won't live happily ever after. But just the same, DTD—Defeat The Duty.**

**And finally, back to the author's main article on reservation of rights: ]**

If you understand this, you will be able to explain it to the judge when he asks. & he will ask, so be prepared to explain it to the court. You will also need to understand UCC 1-103, the argument & recourse. If you want to understand this fully, go to a law library & photocopy these 2 sections from the UCC. It is important to get the **Anderson, 3rd edition**. Some of the law libraries will only have the **West Publishing version, & it is very difficult to understand**. In Anderson, it is broken down with decimals into 10 parts &, most importantly, it is written in plain English.

**Recourse**

The Recourse appears in the UCC at 1-103.6, which says:

"**The Code is complimentary 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.**" (UCC 1-103.6)

This is the argument we use in court. The **Code recognizes the Common Law**. If it did not recognize the Common Law, the govt. **would have had to admit that the United States is bankrupt, & is completely owned by its creditors**. But, it is not expedient to admit this, so the Code was written so as not to abolish the Common Law entirely. **Therefore, if you have made a sufficient, timely, & explicit reservation of your rights at 1-207, you may then insist that the statutes be construed in harmony with the Common Law.**

**[The author is correct in emphasizing the significance of the UCC recognizing the concurrent existence of the common law. This recognition clearly suggests that are way out from under the UCC is by means of an adept application of the common law.**

**But I am even wary of the common law. My reason is that the common law of England as it existed when this nation was first created, recognized *only one sovereign*—the *king* of England.**

**The common law of England did not even imagine the possibility of the fundamental premises of the "Declaration of Independence" which are: "We hold these truths to be self-evident that all men are created equal, that they are endowed by their Creator with certain unalienable rights, that among these are Life, Liberty and the pursuit of Happiness." Those premises laid a foundation for the legal conclusion that *all men* are equally endowed by their Creator with certain unalienable rights and therefore *all men* are "sovereigns without subjects". While the common law of England recognized a *single* earthly sovereign, the American law form created by our "Declaration of Independence" recognized that *every man* was a sovereign.**

**I am obsessed with claiming my standing as a living man endowed by my Creator with certain unalienable rights and therefore a "sovereign without subjects" (as declared—if I recall**

correctly—in *Chisholm v Georgia*). If the common law can help me achieve and enforce that status, then Hooray for the common law. On the other hand, if the common law does not recognize a multiplicity of "sovereigns," then screw the common law.

It may be that that principles in the “Declaration of Independence” can be and have been harmonized with the American (rather than English) common law. If the common law reflects and enforces the fundamental principles of the "Declaration of Independence," then I am completely in favor of the common law. But so far, I’ve not seen evidence that the common law absolutely includes the fundamental principles of the "Declaration of Independence".

The fact that I haven't seen this evidence does not mean that such evidence does not exist. Perhaps everyone in the country (except for me) understands that the common law includes the principles of the "Declaration of Independence". But until I see actual evidence that the common law is a means of enforcing the principles of the "Declaration of Independence," I will remain suspicious of the common law.

Until I see such evidence, I will tend to wonder UCC's offer of the "common law" to us is not another one of those “gifts” from the “enemy” that Sun Tzu warned against. As diabolically clever as the people who created the UCC and "this state" must be, it wouldn't be the least bit surprising (and it would probably be expected) for these "Masters of the universe" to have created another "trap" in association with the UCC.

It is virtually certain that under the UCC you are not a "sovereign". It is at least *possible* that under the common law of England as adopted by the United States when this country became independent, that such common law was incapable of recognizing every man and woman as a “sovereign".

There is no doubt in my mind that the "Holy Grail" of legal reform is to establish that we are each men and women made in God's image and endowed by our Creator with certain unalienable rights. So far as I can see, everything our adversary does is intended to prevent us from not merely claiming that we are men and women made in God's image and endowed by our creator with certain unwinnable rights—but to cause us to *forget* that it's even possible to make such claim.

**For me, the heart of the entire legal reform battle, the heart of the "sovereignty movement," is to remember, turned back to, and reestablish our relationship to the God of the Bible as men and women made in God's image and endowed by our creator with certain unwinnable rights. Conversely, everything our adversary does appears to me to be intended to defeat our primary objective. In the end, the current legal system can cope with anything other than a man or woman who is: 1) made in God's image and endowed by his Creator with certain unalienable rights; and 2) able to effectively declare and enforce that status.**

**Everything our current legal system does is intended to prevent you from discovering that you are sovereign. But if you make that discovery and learn how to enforce it, the current system may be virtually helpless to legitimately enforce against you. All of this, of course, is evidence that the fundamental problems we face today are problems of *spiritual* warfare rather than legal or political warfare.**

**So far, I remain unconvinced that the common law can be an effective device for engaging in spiritual warfare under the American lawform. As a result I remain wary of the common law—especially when the common law is offered as some sort of benefit or remedy from our adversary.**

**If you have evidence that the common law can be used to enforce the God-given, unalienable rights declared in the "Declaration of Independence," please send me a copy of that information.]**

If the charge is a traffic ticket, you may **demand that the court produce the injured person** who has filed a **verified** **complaint**. If, for example, you were charged with failure to buckle your seat belt, you may ask the court: "Who was injured as a result of your failure to 'buckle up'?" However, if the judge won't listen to you & just moves ahead with the case, then you will want to read to him the last sentence of **103.6**, which states: **(2) Actually, it is better to use a rubber stamp, because this demonstrates that you had previously reserved your rights. The simple fact that it takes several days or a week to order & get a stamp shows that you had reserved your rights before signing the document**." Anderson UCC Lawyers' Cooperative Publishing Co.

**[Speaking of "verified," I recently heard a story about a man I've met who—on the edge of bankruptcy—signed up for several new credit cards and run up a total of $250,000 in bills on those new credit cards. When the several credit card companies came calling to collect their**

due, the man allegedly asked for "verified" evidence of the debts. The credit card companies reportedly ceased all further collection efforts.

There's a 70% probability that the previous story is roughly correct. If it is true, then it appears that the system realizes that it can't "verify" any alleged debt. Without having studied the concept of "verification," I can only assume that "verification" requires someone to swear to the validity of the debt based on first hand knowledge. Who would that be? The clerk that sold you some groceries last March 17th? The salesman who sold you a flat screen TV last May? The data entry clerk who entered the evidence of the alleged debt into the computer data base? The simple truth is there are several million credit card transactions and virtually nobody remembers any of them—so how could anyone "verify" a particular transaction?

I'm not presenting this story to suggest you take out a bunch of credit cards and then try to beat the credit card companies out of their due with a demand that they "verify" your alleged debts. In fact, I don't know for sure that the story is even true.

But—suppose we studied the words "verify" and "verification" and it turned out that those words did mean that some sworn statement was required as "verification". Suppose you were threatened with some prosecution by the gov-co for some breach of duty. And then suppose that under the authority of the 6th Amendment (or perhaps some other authority) you demanded that gov-co verify the "nature and cause" and *existence* of whatever duty you are presumed to have breached. . . .

I wonder . . . could gov-co be compelled to "verify" an alleged duty? If they could be so compelled, could gov-co actually "verify" under oath that a particular duty existed—especially for a man who was made in God's image and endowed by his Creator with certain unalienable Rights and who was living and acting on the soil within the borders of a State of the Union?

I'm not going to go howling down the "verification" rabbit trail today. I'll leave that patriot bunny for another day.

But maybe you would like to chase that rabbit. If you do, let me know what you learn.]

The Code cannot be read to preclude a Common Law section. Tell the judge, "**Your Honor, I can sue you under the Common Law, for violating my rights under the UCC. I have a remedy, under the UCC, to reserve my rights under the Common Law. I have exercised the remedy, & now you must construe this statute in harmony with the Common Law. To be in harmony with the Common Law, you must come forth with the damaged party.**"

**[There are a number of "legal conclusions" (arguments) in the previous paragraph that may be correct, but are not supported here by any authority. I'd want to find *authority* to support those premises of the argument before I relied on either.]**

If the judge insists on proceeding with the case, just act confused & ask this question:

"**Let me see if I understand, Your Honor, has this court made a legal determination that § 1-207 & § 1-103 of the UCC, which is the system of law you are operating under, are not valid law before this court?**"

**[The author is probably correct in claiming that the court is operating under the UCC. However, I don't know that the courts operate under the UCC in all cases to be an absolute fact. I wouldn't want to rely on the assertion that court is operating under the UCC unless I had background authority to support that contention.]**

Now the judge is in a jam! How can the court throw out 1 part of the Code & uphold another?

If he answers, "yes", then you say: "**I put this court on notice that I am appealing your legal determination.**" **[You might move for an *interlocutory judgment* by a higher court. That should stop all trial court process cold, right then. The entire proceeding would probably be delayed by at least two weeks before an appellate court could make an interlocutory judgment.]** **Of course, the higher court will uphold the Code on appeal. The judge knows this, so once again you have boxed him in.**

**Explain U.C.C. 1-207**

If you are confronted with explaining what the "UCC 1-207" does here is your answer.

When you are going to sign a contract ( drivers license, lease, buying an automobile, snowmobile, a building permit, marriage license, devoice decree, or any other document).

BEFORE you sign!!! you have the right to **draw a fine line through any thing that is not to your liking.**

It can be a number, a letter, a word or a group of words. At this time you can add any thing you want in the contract. **Any changes you have made sign your name close to it & date it.** A contract is to have all of the contract in full disclosure at the time of signing. If not the UCC 1-207 will stop you from giving up your rights on the contract you are about to sign & void out any part of the contract that you have not had the opportunity to view.

**[I am unable to understand how UCC 1-207 will void out any part of an undisclosed contract. By ancient definition, any part of a contract that is not disclosed is void—with or without the UCC. More, any alleged "contract" that includes undisclosed parts is, by definition, not a valid contract—or at least the undisclosed parts are not part of the contract. Why not? No meeting of the minds. How can there be a "meeting of the minds" on an alleged contract where some of the terms known to one party are not known to the other?**

**The problem is whether our agreements are actually contracts or *trust relationships*. I suspect that most modern agreements from "this state" are trust relationships rather than contracts. IF I'm right, there may be no "contract" on which UCC 1-207 might have an effect.**

**For at least 15 years, I've been fixated on the idea that most of the agreements we enter into with our government are to create trust relationships rather than contractual relationships. If I'm right, the best means of precluding the existence of the trust relationship is to ensure that you include the phrase "at arm's length" above your signature. If you use the "at arm's length" disclaimer on a regular basis, you will tend to establish that you are not functioning in a fiduciary capacity. The definitions of "at arm's length" in *Black's Law Dictionary* at least imply that when you sign a document "at arm's length," you have refuted any presumption that you have voluntarily entered into a fiduciary relationship and you have implicitly declared that *if there is a relationship*, that relationship is "contractual".**

**Therefore, if you sign your documents "at arm's length" and thereby refute any presumption that you have voluntarily entered into a fiduciary relationship, the only remaining relationship that may be possible to presume from your signature, it is a contractual**

relationship. But, by definition, all contracts must have full disclosure. Therefore if the document bearing your signature does not have full disclosure, it is not a valid contract. In theory, by signing "at arm's length," you defeat any presumption that the document creates a fiduciary relationship and you probably render the document moot as a contract since the document does not include full disclosure. If the document is neither the basis for trust relationship or contract, I'm unable to understand what legal effect it might have. I suspect that such documents become a nullity.

OK—That's "The End" of another windy analysis of some legal concept.

For whatever it's worth, I don't write these long-winded diatribes simply to educate others, I write them to educate myself. It is in the process of writing this article that I learned, for the first time, why "reservation of rights" strategies are almost always ineffective.

The problem is that I'm something of a dummy and it takes a lot of writing to clarify and repeat an insight enough that if finally "sticks" in my brain. Therefore, I tend to beat an insight "to death" with a lot of words before I turn it loose.

If I had more time, I'd go back, edit this document and probably reduce the size by 2/3rds. I don't have time. Too many rabbits to chase.

But—while I know that most readers won't have time to read this entire article, I still think that those who read the entire article (complete with endless words and repetitions) will benefit from the length. By the time you finish reading this whole article, you should be competent to understand this issue. By the time you read the whole thing, you should know enough to be able to say either, "Adask is full of it and here's why" or say, "By gosh, I think Adask might be right."

Either way, let me know.

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