

## *Assumption & Jurisdiction - Howard Freeman*

### **Assumption:**

A friend of my father's was visiting at that time, and he said, well, you follow logic, both courses are logical. He said, does 3 plus 8 plus 5 make sense to you? I said yes. He said, well it shouldn't. I said 3 plus 8 plus 5 is 16. He said no, it's 206. I said, how do you get 206 out of 3 plus 8 plus 5? He said well, if you start at 190, 3 plus 8 plus 5 is 206, isn't it? I said yes, but you didn't tell me you started at 190. He said, and you didn't ask me either, did you. I said no and he said, that's why I told you that 3 plus 8 plus 5 should not make sense to you. The only way that 3 plus 8 plus 5 could make sense is if you make an assumption. You had to assume that we were starting at zero. Then 3 plus 8 plus 5 would equal 16. But look at all the possibilities of an **Assumption**. I just picked 190 as an assumption. Now 3 plus 8 plus 5 comes out 206. So he said, always remember that logic itself is irrefutable. You had no problem following the logic on both of these economic systems because logic is irrefutable. But, he said, all logic starts with an assumption. If this is true, then logically that is true. Whenever you make any study of any subject, never get involved with the logic before you see where this study started from; what was the initial starting point upon which the logic is built. He said, concentrate on that and you'll never get taken in with these subjects. Then he gave me the two assumptions upon the two economics systems that I had just studied were based. I said, well, I didn't know there was any assumption. He said, oh yes there is. That's the most important thing on any subject that you ever get into. He said always look at what was the initial starting point upon which the logic of the study has been built, because it doesn't make any difference what subject you're taking, there is always an initial assumption that begins the subject. Then you build logic. If you start with the initial assumption 190, then you can build logic and keep adding and adding, and eventually your figure's going to be right. But that figure way out here depends on the assumption you made back there. 3 plus 8 plus 5 is 16. who could dispute it? It's perfect logic, but it has no meaning until it has an assumption. This was probably the most important thing I ever learned for Mr. Albert J. Knott. He wrote a book in the 20's "Our Enemy The State," and he could see back at that time what the outcome was going to be from the assumptions that were being made. Because once you know the assumption, you can logically project that assumption out, and you can see the end result. This man was rather remarkable, and I was lucky to have run into him at that time. He told me the two assumptions on which Economics is based. You can go to any college and there is either one assumption or the other. The assumption upon which Classical Economics is based, and upon which our nation was founded by our founding fathers, starts at James Chapter 1 Verse 25 (God speaking) : "Whosoever looks into the perfect law of liberty, the law that makes men free, and continues therein being not a forgetful hearer but a doer of the word, will be blessed in the doing." If you accept that verse of the bible as being true in the material realm as well as the spiritual realm, and in everything else, then you will automatically see that (whenever a problem develops in society it was not caused by too much freedom. The cure can never be a limitation upon freedom; the cure must be to look for some existing violation of freedom and to move it.) You look for some statute of man that makes a crime by man's law that is not a crime by God's law, and then you find that wherever a man makes a crime that God didn't make a crime, man is playing God. In our Christian belief, no man is capable of replacing God; no man is wise enough to rule other men by force. All knowledge starts with an assumption, and its logic built on an assumption. So always go back to your assumption--what are we starting from? What is the first if. If this is true, then that is true. Always search out that first if. The basis of knowledge is to have that background.

### **Jurisdiction:**

Now, the next basic thing you need to know is: What is a jurisdiction? The Constitution of the United States mentions that courts shall have a Common Law jurisdiction, or they can have an Equity jurisdiction, or they can operate under an Admiralty jurisdiction. The rules for a Common Law jurisdiction are different from the rules in an Admiralty jurisdiction. So what is a jurisdiction? It's the authority and the rules of that authority. That's all jurisdiction means. There is one thing that you'll want to know you are charged with a crime--you want to know what jurisdiction you're being charged under, because you can't defend under one jurisdiction if you're under another. Now, every one of you would know why--because you can't defend under American law if you're under French law. Your answer would have been, if you were charge under French Law, that you're not a Frenchman; therefore the laws of France have no jurisdiction over you. You have to know the nature of any charge that's against you, because if you don't bother to ask the nature of the charge, you don't know how to defend yourself. It's very basic to know what nation has made this charge against you. If you go over to France, you get hauled into a French court, and you demand your constitutional rights, you won't get anywhere. You can't use American law to defend in a French court. You've got to use judgment--you've got to know what nation has charged you and under what jurisdiction they are proceeding. Once you know the nation and you know the jurisdiction they're proceeding under, then you know how to make your defenses because the defenses in these different jurisdictions are completely different. For example, in a Common Law jurisdiction, which the Constitution provides, you are free to do anything you please provided you do not infringe upon the life, the liberty, or the property of anyone else. It's only when you damage somebody, and a damaged party files a complaint against you and says, with that sworn complaint from this man, the police officer now has authority to arrest me and bring me into court. Now the burden of proof is on the man who said in damaged him to prove that I damaged him. Under the Common Law, if he proves it, he will get damages. But you see, if there is no damaged party, the policeman, under the Common Law, has no authority to haul me into court. Because there was nobody damaged, he has no authority. You've got to know what a Common Law jurisdiction permits and what it doesn't. He has absolutely no authority to bother me in any way, shape, or manner, unless there is a

contract. The Common Law and the Constitution give us unlimited right to contract. Remember, you can do any thing you please, provided you do not infringe upon the life, liberty, or property of someone else. You have a right to contract, and under the Common Law, both parties must enter into every contract that you enter, if it's an enforceable contract, knowingly, voluntarily, and intentionally, or the contract is not enforceable. This is the law that our American system is based on. So he would bring me into a court. The court that he'd bring me into can compel performance under a contract. I told you, under the Common Law, you're free to do anything you please, provided you do not infringe upon the life, liberty, or property of anyone else. But under the Common law you have a right to enter a contract. I entered a contract, and now the Common Law will compel to perform according to the letter of the contract. Rather than take it through the Common Law, very often we will go into a court of Equity. Equity is a court of compelled performance. It works a little faster than the Common Law. In Common Law you can have depositions, you can go to great lengths under the Common Law before you finally get the judgment. He could get remedy and recourse under the Common Law, but he would probably prefer Equity because there you just go before a judge, and the judge determines fairness as he sees it. Now, under the Common Law I could get a jury of 12 peers. They could judge the law and the facts and all that, but I would probably lose and it would take much longer. It's much more expensive under the Common Law to enforce this contract. Equity is much quicker. You don't need a jury. In Equity, the judge hears the case and both sides want to settle this quickly. They don't want this carried on for a year or two, which could happen under the Common Law, with depositions and interrogatories and hearings, and all that, then selecting a jury. You see, the common Law is a little bit slow in regard to enforcing contracts. So the Constitution provided for Equity. As I say, I had a contract--for one dollar and other considerations I would do certain things, and if it was agreed and signed, that was a valid, enforceable contract under the Common Law, but the Common Law is based on substance, and what kind of a dollar was meant there? It was a silver dollar and other considerations. But suppose I said that for one Federal Reserve note and other considerations I will do this, and suppose then I painted the house the wrong color. Now the man is going to enforce the contract on me, but he can't enforce it under the Common Law or under Equity because American law is all based on substance, and there was no substance in the contract. The Federal Reserve note is not a substantive dollar. So you need to go to your law dictionary and dig out the word "colorable." The word colorable means something that looks like the thing but is really not the genuine thing. Now you've got a Federal Reserve note that says \$1 on it; you've got a silver dollar that says \$1 on it. Which is the genuine and which is the colorable? The genuine is the silver dollar--that has the right weight and measure of silver in it, and it fits our constitutional requirements. That is real money that is a true dollar. But what is the Federal Reserve note? They both seem to spend the same, you go to the Safeway to buy milk or butter and they spend exactly the same. But one of them is not a genuine dollar, it is a colorable dollar. It looks like a dollar, it says it's a dollar, everything seems to be the same, but we know it's not a genuine silver dollar. It's a colorable dollar. Now, if a contract is made with a colorable dollar, the contract is not enforceable in a Common Law jurisdiction, it has to be in a colorable jurisdiction. So we have colorable jurisdictions coming into play. The contract with a Federal Reserve note and other considerations is not enforced in a common Law court. It's enforced in a colorable jurisdiction. Well, now, what in the world is a colorable jurisdiction? It's a jurisdiction that looks genuine but is not. So we know that it's not Equity. It's not Admiralty, because Admiralty deals with substance and the Law of Merchant deals with substance, so what in the world is it? Since we began using colorable dollars, we had to develop a colorable law system and a colorable jurisdiction. That colorable law system is called the Uniform Commercial Code. This is the law system upon which contracts are enforced today. So when you go into a colorable court and you're making defenses under a genuine court jurisdiction, our defenses are thrown out. A judge will tell you, you mention any defenses like that and I'll find you in contempt of court. You scratch your head and say, how can he do that, he's sworn to uphold the Constitution. But you see, you're out of that jurisdiction and now you're in a colorable jurisdiction because you're using colorable dollars. Any contract dealing with colorable dollars in a new system of law--it's colorable law dealing with colorable dollars in a colorable jurisdictions. So to accommodate us, we have all this worked out and arranged, so that we can solve all our problems, even though we're using this fake money, in colorable law which is enforced in a colorable jurisdiction. The jurisdiction is, in reality, Colorable Admiralty, but they don't call it Colorable Admiralty, they call it Statutory, or Municipal. They have other names, but it's really Colorable Admiralty. In this new colorable law you do not have to enter a contract knowingly, voluntarily, and intentionally for the contract to be enforceable in our courts today. Under the Uniform Commercial Code they don't call it contracts, it's an agreement, and agreements are a little different from contracts. Contract is unenforceable if you didn't enter that contract knowingly, voluntarily, and intentionally. You can't sneak a contract onto another person under Common Law and have Common Law if it's not entered into knowingly, voluntarily, and intentionally. But under the new Uniform Commercial Code, if you exercise the benefit of an agreement, even though you didn't recognize that you were even exercising a benefit of the agreement, and you did not reserve your rights under Common Law, you are now obligated to the obligations of this agreement. That sounds rather complicated, but let me explain it a little clearer. If the government offers you a benefit, whether you knew you were getting a benefit or not, as long as the government can call it a benefit, and you don't reserve any right, under that colorable law the law system. Now what benefit does government give us that makes us, in the obligation aspect of it, require to perform under every statute and ordinance that government wants to pass? There is a benefit that they say is a benefit--we might not consider it a benefit--but whether we consider it a benefit or not, it's enforceable against us as a benefit, so we'd better know what it is. The benefit that the government gives us is a benefit of discharging debt rather than paying debt. How nice they were to think of

us—oh, we love you so much, you don't have to pay your debts anymore, we'll allow you to discharge the debts. Now, how is this benefit a compelled benefit? Well, our government had the duty to provide a medium of exchange for the continental United States. Under the constitution, Congress was required to provide a medium of exchange for the nation, and the medium of exchange, since we're under the common Law, was a substantive medium of exchange. The substance is mentioned in the Constitution as gold or silver coin, and Congress was given the duty to coin gold or silver. You could bring a chunk of silver or chunk of gold, if you had the right quality of the metal, and the Treasury Department would stamp that into coins free of charge, and then you could spend it. That was the way our government was set up. Originally, when America was set up, they didn't have enough silver or gold coined to meet the needs of commerce for the country, so temporarily Congress made the Spanish milled dollar and the British coins of silver, etc., legal tender in America. If you didn't have any silver dollars—there weren't enough in circulation—to carry on the British pound, etc., (I believe there were other silver coins also) to be legal tender throughout the continental United States. The measure of our money is that a dollar is an ounce of silver a certain degree fine, and so as long as the other nation's coins were the equivalent of that, they could be accepted as dollars in currency, so you didn't have to go to the bank and exchange your Spanish or British money, you could just spend it. Then later when we had enough medium of exchange for every body to use, then they were no longer legal tender, so if you had Spanish or British money you had to exchange it for American money, then you could spend that. So the idea of Congress making something other than American coins a medium of tender in payment in the United States, in other words legal tender, was established way back in the time the nation was founded. But what's come along now—Congress has deliberately neglected its duty to the Republic. In previous talks that I've given, I've shown that there are two entities, both called the United States. One is the union of the 50 states under the Constitution. That is a three-branch republic. You have the Legislative Branch, the Executive Branch, and the Judicial Branch. That is the republic that we all think of when we think of the term United States. But there is another entity, also called the United States, that was created by the Constitution in Article 1, Section 8, Clause 17. That article gave Congress, the legislative branch of the three-branch republic, exclusive rule over a given territory the three-branch republic, exclusive rule over a given territory containing a body of people. Whenever you have a governing body having exclusive rule over a given territory containing a body of people, you have a nation. What better definition could you have for a nation than that. So we have a nation within a nation, and same Congress serves two different nations. When Congress is serving the Constitutional Republic, it is only the legislative branch of government and it is bound by the Constitution. Any law that it passes must pass muster of the Bill of Rights or the courts of the Republic will declare the law void and unenforceable in the Republic. Now that same Congress, if it's working for the Legislative Democracy, can pass any law it wants, and that law doesn't have to pass muster of the Bill of Right. But you see, since they call both entities the United States, it's very confusing and deliberately made that way to confuse the people. So if you have United States versus your name, it's very important to know which United States is coming after you. You see, the Federal Government is a democracy. Congress has exclusive rule there, so Congress can pass any that can pass any law that they can get a majority of the Congress to vote for. They don't have to pass muster of the Bill of rights or anything. Congress has administrative agents to enforce its own law, and Article 1 legislated courts to try its own law. So you have three branches of government, all under the legislative branch of the Republic. Here Congress makes the law, it enforces the law, and it tries its own law. A majority vote in Congress can pass anything into law that it wants, and they don't have to pass muster of the Bill of Right. That was the error made in our Constitution by the founding fathers. Temporarily the error wasn't immediately discovered. That is why the international banking houses were very unhappy over this new nation, because they saw this new nation as a three-branch republic in which all branches of government were rules by the entire Constitution, including the bill of Rights. Congress, when it was working for the Republic, the three-branch government, was limited in what it could borrow. It could only borrow gold or silver. It could not borrow bank credit, which has no substance. So the Rothschild bankers were very unhappy with this new nation. They had made a deal where they could loan the king or England anything they wanted to loan him and he would borrow bank credit, so if they could bring America back under King George, then they could loan bank credit to this new nation. But with an independent sovereign nation under the Constitution, they could only loan gold or silver to this new nation, and they don't loan gold or silver, they loan bank credit, which they create out of thin air. It made them very unhappy to have this new nation, so they financed England to try to bring this nation back under British control. Once the king was in control of everything, they would have an in with the king. He would borrow bank credit and agree to repay it in gold. That was the type of man they wanted to rule this country. But they lost the War of 1812, and for a long time things remain somewhat dormant, but we did establish the idea of reserve banking. There were small exceptions, but finally at the Civil War time they finally saw the flaw in the Constitution and they said, well, the same Congress works for the Legislative Democracy, it has unlimited power and it can borrow anything it please. We'll loan our money to Congress and Congress represents the United States borrowed our three trillion dollar debt. You hear all the congressmen talking about our national debt, but in reality it was the Federal Democracy that borrowed that debt, and then there was trickery to bring all the states in as accommodation parties. All the states are accommodation parties to the national debt of the Federal Democracy called the United States. As I said, in all civilized law since Roman Civil Law, there is always a remedy and recourse contained within the law, and the Uniform Commercial Code is no different. There is a remedy and recourse contained right within the code. You can go to any library can it has a whole wall of books for the Uniform Commercial Code. There are different publishers of that, and the best publisher of it is Anderson. West Publishing Company also publishes it, but

West has a way of writing in lawyer legalese language, so that after you read a sentence you scratch your head and say, what did I read. You have to read it 10 times over before you understand it. Anderson uses clear English, so whenever I get anything out of the Uniform Commercial Code, I get it from Anderson. West has a paper bound edition, and most Patriots buy that because it's cheaper, but the paper bound just gives you a summary of 1-207; they don't break it down, so that's good for nothing. 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. I guess all of you know what waiver is—you have the right to waive your right to a trial by jury. That means that once you waive your right, you just don't have any more right to a trial by jury, you waived it. Well, if you don't claim your right under the Uniform Commercial Code, they presume that you waived it. But they gave you a way of claiming your right, and here is the key that unlocks the present jurisdiction of our courts and brings you back under the Common Law. Once you insert that key and you make a valid reservation of your rights, whatever rights you had you still retain. By doing that, you are not under agreements, you're under contracts, because the Common Law states that you cannot be compelled to perform under any contract that you do not enter knowingly, voluntarily, and intentionally. By using this reservation of rights, you are saying that you do not accept the liability that is associated with the compelled benefit of any unrevealed contract or agreement. Now, what is the compelled benefit that all of us use? The compelled benefit is that we are discharging our debts and we're not paying our debts. If you buy a pound of butter for a dollar Federal Reserve note, you only discharge the debt. If you gave a silver dollar for it, you paid for your butter. You either discharged the debt, or you paid the debt. Now, the government says, it's a benefit that we have given you. (There's an old saying: If a man says he's from the government, he's here to help you, watch out!) They say, we're from the government; we love you so much we want to help you out. We're going to let you discharge your debts and you won't have to pay your debts any more. See how nice we are? Yes, but what did they do? Congress left the Republic short of a medium of exchange, but they made plenty of medium of exchange for the Legislative Democracy called the United States. The Federal Democracy has Federal Reserve notes running out of its ears, so they were so kind to us—they said, you can use these Federal Reserve notes and we will make them legal tender over all the continental United States, how good we are to you! That was their nice gift to us. Then they presume that since now you are discharging debts rather than paying debts, you have accepted a benefit from government. Under this new law, if you accept the benefit of a governing body, you now have the obligation to obey every statute and ordinance on the letter of the statute and ordinance and you have no constitutional rights whatever. The agreement is enforceable under the Uniform Commercial Code. But the Uniform Commercial Code had to provide a remedy for you to get out of that system. You still have your rights. When you sign your name on some contract with the government, any paper dealing with the government in any shape or manner, under your signature, write the words: You are reserving your right not to be compelled to perform under any contract that you do not enter into knowingly, voluntarily, and intentionally. You had that right under the Common Law, and furthermore, you do not accept the liability of the compelled benefit to any unrevealed contract or agreement. Now, if they don't want to give you your rights under the Common Law, right there, if you have a traffic offense, you have the right to a corpus delicti (that means a damaged party). Under the Common Law, as I explained earlier, you can do anything you please provided you don't interfere with the life, liberty, or property of anyone else. All statutes must be viewed under the Common Law, unless there is a clear legislative intent to abrogate the Common Law. Then where is the damaged party; by what authority does this official of government bring a charge where there's no damaged party? He isn't damaged, nobody else is damaged; this court has no Common Law jurisdiction over my personal property. Now you can claim Common Law rights, because you have turned the key in the Uniform Commercial Code. You have timely and specifically reserved the rights that you had, and now if they want to say your driver's license is a contract, or your driver's license is a Uniform Commercial Code agreement, anything they want to say, it does not apply, because you have reserved your right not to be compelled to perform under any contract that you did not enter into knowingly, voluntarily, and intentionally. None of these sneaked-in contracts apply. They call them agreements. In the code they sometimes use contract/agreement, but they don't dare use the pure word contract, because a contract, in its pure sense, to be enforced, must be entered into knowingly, voluntarily, and intentionally. So if that does not apply, then you have properly reserved your rights. Now their statute must be construed in harmony with common Law. If they will not grant that stature, in harmony with the Common Law, then you also have recourse. Remember, I said, every system of law has both remedy and recourse. What is recourse? Recourse is: If you're damaged by something a judge loses time, you have recourse. The very last paragraph here under 1-103.6 states: The code (that's the Uniform Commercial Code) cannot be read to preclude a Common Law action. In other words, you can sue the judge for damages. You see, if you did not get back under the Common Law, you couldn't sue the judge for damages. But once you have employed the key in their system of law, and you have done it sufficiently, now your argument comes under Uniform Commercial Code 1-103. Just that little paragraph brings forth a legislative statute, which shows a clear, legislative intent to abrogate the Common Law. They don't have that, so now you've got your rights under Common Law. Now, if he doesn't grant you those rights, you point out to him that the Code reads that the Code cannot be read to preclude a Common Law action. Say: Your Honor, you are put on notice that the very code that controls the jurisdiction of this court states that if you do not honor these two sections of the code I can file a damage action against you right under the Code. So you always make him rule. If he pays no attention to you, you brought this to his attention and he ignores it, you point it out to him. See, in order to sue him you must warn him, because he must willfully violate your rights. So you tell him what your rights are under the very colorable law that they're employing in the court,

under all that, you have the right to have him honor this. And if he doesn't honor this, you scratch your head and say, Your Honor, is this court making a legal determination that these two sections of the Uniform Commercial Code are not applicable in this court, even though this court is gaining its jurisdiction through the Uniform Commercial Code? And if he says, yes, I'm not going to honor this, you say: Thank you, Your Honor. I'm putting this court on notice that your legal determination is on appeal. That's the end of the case, and on appeal, how could they uphold that part of the law and not uphold this part of law? So you've got them. But you've got to present it in the right way. Once you do that, which much is taken care of.