

UCC Comments

1. The District of Columbia has adopted the UCC. It is irrelevant if the Fed's have adopted it or not as they have no venue in which to use it. The several State's acquiesced via the Buck Act to become 'states within states' (UCC 1-105) and support the Fed's in their bankruptcy.
2. If the government is operating under the constitution, then it is operating under Article 1, section 10, concerning the noninterference with "obligations of contract" and thusly OUTSIDE any constitutional restraints or reservations. (Title 26 being "Private Law", i.e. colorable, falls here)
3. Government at every level (Collectively) has minimal contacts with the people, i.e. driver license, voter registration, fishing license, mobile home registration, trailer & vehicle registration, and so on...ad nauseam. These are all "agreements" under the UCC.
4. I feel you would agree that any "contract" is completed when there is a "Meeting of the minds" and not necessarily when products, papers, funds or services are exchanged, etc. (There are court cases.)
5. Realize that ALL GOVERNMENTAL FUNCTIONS are now "PRIVATE", not "public" functions. To prove this statement I suggest a reading of the following case quote as relevant to any discussion of "governmental authority" regarding the "money issue". All courts in every State of the Union, (And Federal as well) operate under the "Clearfield Doctrine" from the case of Clearfield Trust Co. v. US, 318 US 363, (1943). This case explains the Clearfield Doctrine as this: "Governments descend to the level of a mere private corporation and takes on the character of a mere private citizen [where private corporate commercial paper {Federal Reserve Notes} are concerned]..." "For purposes of suit, such corporations and individuals are regarded as an entity entirely separate from government." Bank of US v. Planters Bank, 9 Wheaton (22US) 904, 6L.Ed. 24. {Added}
6. The definition of "money" becomes extremely relevant once the above is known and understood. So, the question is now "What is the substance of the money used by the government entity coming against you"? "MONEY" as defined in the Constitution for the several States united at Article I, section 10, clause 1 or "MONEY" as defined in the Uniform Commercial Code (UCC) adopted by your state legislature? We have had cases dismissed because the prosecutor would not let us question the officer as to "What medium of exchange do you get paid in?" [PRIVATE UCC MONEY]
7. The UCC itself states that its definitions are controlling over dictionary definitions. See those UCC definitions as the words are used in the following instances: Creditor, Debtor, Remedy, Defendant, Document to Title, Representative, Security Interest, and loads more in the same section you cited for the definition of money in your article. You must understand that we are all presumed to be the "DEBTOR" in all interactions with the now private government "CREDITOR", dealing in the bankrupt DEBT/CREDIT system now prevalent throughout the country.
8. When any State agency comes against you, normally no Constitutional arguments can be allowed since it is presumed that you are dealing, knowingly, voluntarily and willfully, in the COMMERCIAL LAW OF CONTRACTS, implied or written. In that "State" (State of the Forum), you lose all protections of both State and Federal Constitutions. In your encounter with the term "State" be advised that it does not mean the geographical area that you live in. The term "state" has at least seven (7) meanings in most dictionaries. See UCC 1-105 (1) on separate states or nations.
9. In Black's Law Dictionary, under the definition of "forum contractus" is states: Forum contractus. The forum of the contract; the court of the place where a contract is made; the place where a contract is made, considered as a place of jurisdiction.
10. You will note it say the "COURT" where a contract is made... We all are guilty of "contracting in" to the jurisdiction & venue of the courts by our answering "Yes" when asked if we "understand the charges"... See Black's definition of "Understand" and you will find it to mean "Agreement".
11. Further, see Black's on "Lex contractus. In conflicts, the law of the place where the contract was formed, though the term today has undergone changes from the time that substantive questions of law

were decided by the law of the place of the making while procedural questions were decided by the law of the forum."

12. Also see Black's on "Lex fori. The law of the forum, or court; that is, the "positive law" of the state, country, or jurisdiction of whose judicial system the court where the suit is brought or remedy sought is an integral part. Substantive rights are determined by the law of the place where the action arose, "lex loci," while the procedural rights are governed by the law of the place of the form, "lex fori." "Mitchell v. Mitchell, La.App. 5 Cir., 483 So.2d 1152, 1154. (Emphasis added)
13. See Black's on "Public Revenue" (Your Public Money) and you will find it to state that those funds collected go into the government's treasury. Since we know that all the "revenue" now collected goes to the Federal Reserve (A non-government private bank), the IMF and the World Bank, and not to the government's treasury, we can safely state they are not collecting "public revenue" or dealing in "public money". Correct?
14. If it is not Public Revenue it must be Private Revenue. Correct?
15. Under this PRIVATE system the only CLAIM by a "creditor", against a "debtor", is via the "Financing statement" or the "meeting of the minds", "understanding", i.e. "AGREEMENT". This is what is now being brought out in the Redemption program. Ask for their name to see who you are "dealing" with. Ask for their claim in the form of a financing statement, contract, agreement, evidentiary instrument, etc. bearing your bona fide signature, wherein you have agreed to the relationship of Creditor & Debtor. No evidence of a "Contract", there can be no Debt, let alone a Debtor. The UCC itself states "No person is liable on an instrument unless his signature appears thereon" UCC 3-401 (1). It then goes on to tell how "A signature is made...". (2)
16. A (UCC Definitions) "Person", "Party", is presumed to have the requisite contract. When you demand they produce it and they fail that is "material evidence" of the nonexistence of the agreement. If they can't produce it is a false claim and they are bearing false witness and shall suffer punishment therefore...
17. UCC 1-201 definitions section says at (12) Creditor: "includes...an executor or administrator of an insolvent debtor or assignee's estate." Question: Are all "administrative/administrators" in government working as such for "an insolvent debtor", i.e. the Federal government? If your answer is yes, as I suspect then please see next.
18. It is well settled in administrative law that: "It is the accepted rule, not only in state courts, but, of the federal courts as well, that when a judge is enforcing administrative law they are described as mere 'extensions of the administrative agency for superior reviewing purposes' as a ministerial clerk for an agency..." 30 Cal 596; 167Cal 762."A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." AISI v US, 568 F2d 284."...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, Ch. 1 (CTP. West's 1965 Ed.) "...their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes."K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) FRC v GE 281 US 464;Keller v PE, 261 US 428.
19. Thus, my conclusions are: The federal government is "bankrupt" (UCC definition) (HJR 192); The state governments have agreed to assist (Administration) in the bankruptcy; They are both using "private commercial paper" as "money"; They have become "private corporations or individuals", by doing so; They are therefore "...an entity entirely separate from government"; The UCC is the codification of the international "law of contracts", on the subject; There is no "fraud" involved as it all involves "obligations of contract" and even God enforces bad contracts. A party is not a "PARTY" to the action until his "signature" on an "instrument" is produced! A party may waive "rights" (UCC = "Remedy") by failure to claim them timely. (US v. Johnson) We are all participants in the largest "scam" (Blacks Definition) ever devised by man. Thus, it is my conclusion that: The Constitution for the several States United is irrelevant to the lawfulness of the UCC.