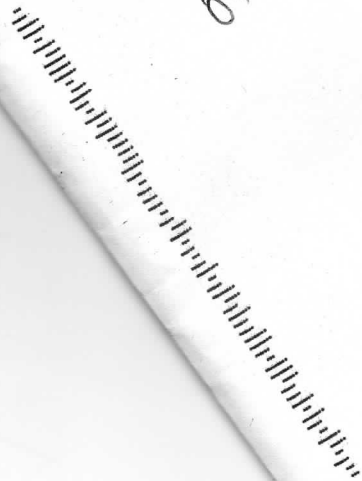


Gary M. Northington 193088
Lakeland Correctional Facility
141 First
Coldwater, MI 49036

Rudy Davis
P.O. Box 2088
Forney, TX ~~75126~~
75126

7512682088 8020





Toledo, OH Airport on
the way back to Keesler
AFB, MS after my mother's
funeral in AUGUST 1968.

Gary M. Northington
P.O. Box 272
Sylvania, OH 43560

At Keesler AFB in November
1968 when father, brother and
sisters visited. 3408 Technical
Training Squadron.
Gary M. Northington
P.O. Box 272
Sylvania, OH 43560



In Piqua, OH, on 15 MARCH 1969
on the way back to Keesler
AFB from convalescent leave
after Agent Orange exposure
and 2-month hospitalization.
59½- T-bird with rebuilt
engine.

Gary M. Northington
P.O. Box 272
Sylvania, OH 43560

Toledo, OH Airport,
on the way back to
Keesler AFB, MS after
my mother's funeral in
AUGUST 1968.

Gary M. Northington
P.O. Box 272
Sylvania, OH 43560



APRIL 2005 (I believe), at an MDOC
prison. I was at the point of 2-miles, at
about 5:10 per mile when taken. I was somewhat
stressed out

Gary M. Northington
P.O. Box 272
Sylvania, OH 43560

} Permanent
mailing
address



COUNT VII

THE GOVERNMENT OFFICIAL(S) AND EMPLOYEE(S) BREACHED THEIR CONTRACT MADE IN UNITED STATES AND MICHIGAN CONSTITUTIONS AND, THEREFORE, HAVE NO AUTHORITY OR JURISDICTION TO ENFORCE THEIR CORPORATE/STATE RULES:

An implied contract is one not created or evidenced by the explicit agreement of the parties, but inferred by law, as a matter of reason and justice from their acts or conduct, the circumstances surrounding the transaction making it reasonable, or even a necessary assumption that a contract existed between them by tacit understanding.

Implied contracts are sometimes divided into those "implied in fact," and those "implied in law," the former being covered by the definition just given, while the latter are obligations imposed upon a person by law, not in pursuance of his intention and agreement, either express or implied, but even against his will and design, because the circumstances between the parties are such as to render it just that one should have a right, and the other a corresponding liability, similar to those which would arise from a contract between them. This kind of obligation therefore rests on the principle that whatsoever it is certain a man ought to do the law will suppose him to have promised to do. And hence it is said that, while the liability of a party to an express contract arises directly from the contract, it is just the reverse in the case of a contract "implied in law," the contract there being implied or arising from the liability. Black's Law Dictionary 5d, "Contract," "Implied contract."

. United States and Michigan Constitutions are a contract that public officials and employees (public servants) must follow. This is a quasi-contract, a "legal fiction," but as binding as express contract. UCC 1-207; U.S. Const., Art. VI, cl. 2 & 3, Amend. 14; 4 USC, Sec. 101; Mich. Const., Art. XI, Sec. 1; Black's law, "Contract," "Quasi contract," "Legal fiction."

. The "United States of America" and State are corporate entities, Articles of Confederation (Nov. 15, 1777), respective Constitutions their corporate charter, their organic law and contract with the People. Alden v Maine, 527 US 706, ____, 119 S Ct 2240, 2281, 144 L Ed 2d 636, ____ (1999)(government is corporation); Black's Law 5d, "Organic law," "Charter," "Constitution," "Corporate charter." The State agreed to adhere to U.S. Constitution when incorporating into the Union. U.S. Const., Art. VI, cl. 2 & 3, Amends. 9, 14; 4 U.S.C., Sec. 101; 28 U.S.C., Sec. 3002(15); Mich. Const., Art. I, Sec. 23, Art. XI, Sec. 1; Mich. Assent to Condition of Admission (Dec. 15, 1836).

. Decency, security and liberty alike demand that government officials shall be subjected to the same rules of conduct that are commands to the citizen. In a government of law, existence of the government will be imperiled if it fails to observe the law scrupulously. **Our government is the potent, the omnipresent teacher. For good or for ill, it teaches the whole people by its example.** Crime is contagious. If the government becomes a lawbreaker, it breeds contempt for law; it invites every man to become a law unto himself; it invites anarchy. To declare that in the administration of ... law the end justifies the means -- to declare that government may commit crimes in order to secure the [sanction] -- would bring terrible retribution. Against that pernicious doctrine this Court should resolutely set its face. Olmstead v United States, 277 US 433, 485, 48 S Ct 564, 575, 72 L Ed 944, ____ (1928)(**Bold print was Timothy McVeigh about de facto government murders of innocent children at WACO, Texas (Apr. 19, 1993); See Nichols v Alley, 71 F3d 347, 351 (10th Cir, 1995).**)

Olmstead decided likely consequences of public servant's refusal to adhere to contract in law: "anarchy, etc."

. I think it a less evil that some criminals should escape than that government play an ignoble role.

For those who agree with me no distinction can be taken between the government as prosecutor and the government as judge. If the existing code does not permit district attorneys to have a hand in such dirty business it does not permit the judge to allow such iniquities to succeed. Olmstead, 277 US at 470, 48 S Ct at 575, 72 L Ed at ____.

It is better, so the Fourth Amendment teaches, that the guilty sometimes go free than that citizens be subject to an easy arrest. Henry v United States, 361 US 98, 104, 80 S Ct 168, 172, 4 L Ed 2d 134, 139-140 (1958).

. Neither should this Court allow the government wrongs, **ultra vires** acts in this case, to go unchecked.

. Olmstead and Henry ruled the corporate contract null and void when public servants breached Fourth Amendment terms. The rule on unlawful arrest is applicable to other contractual breaches. Any procedures, judgments or result of breach are also null and void as "tainted fruit." Cf. Wong Sun v United States, 371 US 471, 83 S Ct 407, 9 L Ed 2d 441 (1963). To wit, when the corporate State breached contractual terms of the Constitution, it could not lawfully enforce subordinate corporate rules against the victim of the breach.

. Government cannot lawfully threaten to cause a party to do or not do some act. 18 U.S.C., Sec. 1951; MCL 750.213, 750.214; U.S. v DeMarco, 550 F2d 1224, 1226 (9th Cir, 1977) (Threat of indictment to deter defendant from exercise of lawful right).

. A mob dominated court voids judgment. Shelley v Kraemer, 334 US 1, 17, 68 S Ct 836, 843-844, 92 L Ed 1161, 1182 (1948) (mob enforced contract invalid).

. Contract in law is ministerial, not discretionary. U.S. Const., Art. I, Sec. 10; Swan v Williams, 2 Mich 422, 441, ___ NW ___ (1852).

. In contract law, applicable herein, when a party violates terms of contract, the contract becomes null and void. The violating party cannot enforce contractual terms and the victim of breach does not have to adhere to terms of contract. UCC 1-207, 1-308; Oubre v Entergy, 522 US 422, ___, 118 S Ct 838, 841, 844, 139 L Ed 2d 849, 853, ___ (1998)(contract voided); United States v Hyde, 520 US 670, 677-678, 117 S Ct 1630, 1634, 137 L Ed 2d 935, ___ (1987)(plea agreement voided); Kyles v Whitely, 514 US 419, 433,434, 115 S Ct 1555, 1565-66, 131 L Ed 2d 490, 505 (1995)(conviction voided); Tanner v United States, 483 US 107, 129, 107 S Ct 2739, 2752, 97 L Ed 2d 90, ___ (1987) (3rd party & Common Law fraud); M & D v McConkey, 231 Mich App 22, 28-29, 585 NW2d 33 (1998)(Common Law, silent fraud).

. The corporate State violated contractual terms by:

Contract in law is ministerial, not discretionary.
U.S. Const., Art. I, Sec. 10; Swan v Williams, 2 Mich 422, 441,
NW _____ (1852).

In contract law, applicable herein, when a party viol-
ates terms of contract, the contract becomes null and void. The
violating party cannot enforce contractual terms and the victim
of breach does not have to adhere to terms of contract. UCC
1-207, 1-308; Outre v Entergy, 522 US 422, 118 S Ct 838,
841, 844, 139 L Ed 2d 849, 853, _____ (1998)(contract voided);
United States v Hyde, 520 US 670, 677-678, 117 S Ct 1630, 1634,
137 L Ed 2d 935, _____ (1987)(plea agreement voided); Kyles v
Whitely, 514 US 419, 433,434, 115 S Ct 1552, 1562-66, 131 L Ed
2d 490, 502 (1995)(conviction voided); Tanner v United States,
483 US 107, 129, 107 S Ct 2739, 2752, 97 L Ed 2d 90, _____ (1987)
(3rd party & Common Law fraud); M & D v McConkey, 231 Mich App
22, 28-29, 582 NW2d 33 (1998)(Common Law, silent fraud).

The corporate State violated contractual terms by:

Rudy, I wrote this in 2007.

This is an issue of contract law when
State actors violate their own laws and Constitution.
GMN