

REQUIREMENT FOR CONSENT

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*"The ideal tyranny is that which is ignorantly self-administered by its victims. The most perfect slaves are, therefore, those which blissfully and unaweariedly enslave themselves." [Mat_13:13](#) *Therefore speak I to them in parables: because they seeing see not; and hearing they hear not, neither do they understand.**



CITIZENS OF NON-HIGH



Lesson 1

The essence of sovereignty: Consent

This memorandum of law will cover the requirement for consent as the foundation of our system of law and government. Why is this subject important? Because we assert that there are only two types of governments:

1. Government by consent: This type of government serves the people from below.

*But Jesus called them to **Himself** and said to them "You know that those who are considered rulers over the Gentiles lord it over them, and their great ones exercise authority over them. Yet it shall not be so among you: but whoever desires to become great among you shall be your servant. " And whoever of you desires to be first shall be slave of all. For even the Son of Man did not come to be served, but to serve, and to give His life a ransom for many." [Matt. 10:42-45, Bible, NKJV]*

2. Terrorist government: This type of government rules from above by force or fraud or both and always results in idolatry toward government. This type of government is described as "the Beast" in Rev. 19:19.

Then all elders of Israel gathered together and came to Samuel at Ramah, and said to him, "Look, you are old, and your sons do not walk in your ways. Now make us a king to judge us like all the nations [and be OVER them]".

But the thing displeased Samuel when they said, "Give us a king to judge us." So Samuel prayed to the Lord. And the Lord said to Samuel. "Heed the voice of the people in all that they say to you: for they have rejected Me [Gal. that I should not reign over them. According to all the works which they have done since the day that I brought them up out of Egypt, even to this day—with which they have forsaken Me and served other gods /Kings, in this case!—so they are doing to you also [government becoming idolatry]. Now therefore, heed their voice. However, you shall solemnly forewarn them, and show them the behavior of the king who will reign over them."

So Samuel told all the words of the LORD to the people who asked him for a king. And he said, "This will be the behavior of the king who will reign over you: He will take (STEAL! your sons and appoint them for his own chariots and to be his horsemen, and some will run before his chariots. He will appoint captains over his thousands and captains over his fifties, will set some to plow his ground and reap his harvest, and some to make his weapons of war and equipment for his chariots. He will take ISTEAL! your daughters to be perfumers, cooks, and bakers. And he will take ISTEAL! the best of your fields, your vineyards, and your olive groves, and give them to his servants. He will take ISTEAL! a tenth of your grain and your vintage, and give it to his officers and servants. And he will take ISTEAL! your male servants, your female servants, your finest young men, and your donkeys, and put them to his work as SLAVES'. He will take ISTEAL! a tenth of your sheep. And you will be his servants. And you will cry out in that day because of your king whom you have chosen for yourselves, and the LORD will not hear you in that day."

Nevertheless the people refused to obey the voice of Samuel: and they said, "No, but we will have a king over us, that we also may be like all the nations, and that our king may judge us and go out before us and fight our battles." [1 Sam. 8:4-20, Bible, NKJV]

Consistent with the above, Funk and Wagnalls defines "terrorism" as follows:

TER•ROR•ISM noun 1. The act of terrorizing. 2 A system of government that seeks to rule by intimidation. 3 Violent and unlawful acts of violence committed in an organized attempt to overthrow a government. [Original (pre-Orwellian) Definition of the Word "Terrorism" Funk and Wagnalls New Practical Standard Dictionary (1946)]

In the American republican form of government, the requirement for consent in all human interactions is the essence and the foundation of all of our sovereignty as human beings. Only by consenting to become "persons" or "individuals" from a statutory perspective can we be detached from that sovereignty. This requirement is also the foundation for our system of law, starting with the Declaration of Independence and going down from there:

"That to secure these rights, governments are instituted among men, deriving their just powers from the consent of the governed." [Declaration of Independence]

In a system of government where the Bill of Rights makes everyone into a sovereign, the only way your rights can be adversely affected is if you consent to lose them or contract them away in exchange for some "benefit". Below is how Black's Law Dictionary defines "consent":

"consent. A concurrence of wills. Voluntarily yielding the will to the proposition of another; acquiescence or compliance therewith. Agreement; approval; permission; the act or result of coming into harmony or accord. Consent is an act of reason, accompanied with deliberation, the mind weighing as in a balance the good or evil on each side. It means voluntary agreement by a person in the possession and exercise of sufficient mental capacity to make an intelligent choice to do something proposed by another. It supposes a physical power to inact, a moral power of acting, and a serious, determined, and free use of these powers. Consent is implied in event agreement. It is an act unclouded by fraud, duress, or sometimes even mistake.

Willingness in fact that an act or an invasion of an interest shall take place. Restatement, Second, Torts §10A.

As used in the law of rape "consent" means consent of the will, and submission under the influence of fear or terror cannot amount to real consent. There must be an exercise of intelligence based on knowledge of its significance and moral quality and there must be a choice between resistance and assent. And if a woman resists to the point where further resistance would be useless or until her resistance is overcome by force or violence, submission thereafter is not "consent".

See also Acquiescence; Age of consent; Assent; Connivance; Informed consent " voluntary [Black's Law Dictionary, Sixth Edition, p. 305]

Consent, in fact, is what creates ALL law, whether public or private:

"Consensus facit legem Consent makes the law. A contract is a law between the parties, which can acquire force only by consent." [Bouvier's Maxims of Law, 1856;SOURCE: <http://famguardian.org/Publications/BouvierMaximsOILaw/BouviersMaxims.html>]

Only the criminal laws can impose a universal obligation or "duty" equally upon everyone, and that duty is to refrain from injuring the equal rights of our sovereign "neighbor". This, in fact, is a fulfillment of the second of two great commandments found in Matt. 22:36-40, which requires us to love our neighbor, because you don't hurt people you love:

For the commandments, "You shall not commit adultery," "You shall not murder," "You shall not steal," "You shall not bear false witness," "You shall not covet," and if there is any other commandment are all summed up in this saying, namely, "You shall love your neighbor as yourself"

Love does no harm to a neighbor: therefore love is the fulfillment of the law.
[Romans 13:9-10, Bible, NKJ]

"Do not strive with [or to regulate or control or enslave] a man without cause if he has done you no harm." [Prov. 3:30, Bible, NKJ]

The above concepts were explained more extensively in the book Great IRS Hoax, where the only legitimate purpose of enforceable law was described as the prevention of harm. All remaining laws other than criminal law are civil in nature and require individual consent in some form to be enforceable. That constructive consent occurs through one of the following three means:

1. Choosing a domicile within the territory of a government that is operating outside of natural law and natural right, and There by becoming subject to injurious civil laws which undermine rather than protect your rights.
2. Engaging in a privileged or regulated franchise. Performing the activity implies constructive consent to the regulation of the activity.

3. Signing a government form or application to contractually procure some privileged "benefit", which manifests consent to be subject to the laws that implement the program and causes you to surrender some of your rights in return for a perceived benefit.

The only lawful way that a human being can lose a constitutionally guaranteed right is therefore:

1. To contract away rights through voluntary, informed, written consent.

"Waivers of Constitutional rights not only must be voluntary, but must be knowing, intelligent acts done with sufficient awareness of the relevant circumstances and likely consequences."
[Brady v. U.S. [397 U.S. 742](#) (1970)]

2. To engage in activities that injure the equal rights of others.

3. To acquiesce or tacitly consent to injurious behaviors of others that adversely affect our rights.

"SUB SILENTIO. Under silence; without any notice being taken. Passing a thing sub silentio may be evidence of consent"[Black's Law Dictionary, Fourth Edition, p. 1593]
"Qui facit consentire videtur. He who is silent appears to consent. Jenk Cent. 32." [Bouvier's Maxims of Law, 1856;
SOURCE: <http://famguardian.org/Publications/BouvierMaximsOfLaw/BouviersMaxims.html>

This could occur because:

- 3.1. We are not aware of what our rights are and therefore do not know that we have standing to sue for their violation.
- 3.2. The cost of litigation to defend our rights is higher than the injury we have suffered, and therefore not economically feasible.
- 3.3. We have been threatened by private employers and financial institutions to acquiesce or suffer either not being hired or being fired for not acquiescing.
- 3.4. We are under some form of financial distress which compels us to make compromises.

It is a maxim of law that you can only lose your rights or property through your voluntary consent:

"Quod meum est sine me auferri non potest. What is mine cannot be taken away without my consent. Jenk. Cent. 251. Sed vide Eminent Domain.

Id quod nostrum est, sine facto nostro ad alium transferi non potest.
What belongs to us cannot be transferred to another without our consent. Dig. 50, 17, 11. But this must be understood with this qualification, that the government may take property for public use, paying the owner its value. The title to property may also be acquired, with the consent of the owner, by a judgment of a competent tribunal." [Bouvier's Maxims of Law, 1856;
SOURCE: <http://famguardian.org/Publications/BouvierMaximsOfLaw/BouviersMaxims.html>

Also a maxim of law is that you cannot be compelled to surrender your rights and that anything you consent to under the influence of duress is not law and creates no obligation on your part:

"Invito beneficium non datur.
No one is obliged to accept a benefit against his consent. Dig. 50, 17, 69. But if he does not dissent he will be considered as assenting. Vide Assent.

Non videtur consensum retinuisse si quis ex praescripto minantis aliquid immutavit.
He does not appear to have retained his consent, if he have changed anything through the means of a party threatening. Bacon's Max. Reg. 33."
[Bouvier's Maxims of Law, 1856;
SOURCE: <http://famguardian.org/Publications/BouvierMaximsOfLaw/BouviersMaxims.html>

Furthermore, those who have consented voluntarily, even if misinformed or uninformed at the time of the consent, have no standing in court to sue for an injury:

"Volunt non fit injuria.

He who consents cannot receive an injury. 2 Bouv. Inst. n. 2279, 2327; 4 T. R. 657; Shelf on mar. & Div. 449.

Consensus tollit errorem.

Consent removes or obviates a mistake. Co. Litt. 126.

Melius est omnia mala pati quam malo consentire.

It is better to suffer every wrong or ill, than to consent to it. 3 Co. last 23.

Nemo videtur fraudare eos qui sciunt, et consentiunt.

One cannot complain of having been deceived when he knew the fact and gave his consent. Dig. 50, 17, 145."

[Bouvier's Maxims of Law, 1856;

SOURCE: <http://iunguardian.org/Publications/BouvierMaximsOILaw/BouviarsMaxims.html>

The government's whole purpose for existence, in fact, is to respect and protect the requirement for consent in all human interactions by preventing coercion, force, or unlawful duress of every kind. It cannot fulfill this requirement if it can impose any kind of "duty" upon the American public beyond that of preventing or abstaining from harmful behaviors that injure the equal rights of others. Thomas Jefferson explained it best when he said on this subject:

"With all [our] blessings, what more is necessary to make us a happy and a prosperous people? Still one thing more, fellow citizens--a wise and frugal Government, which shall restrain men from injuring one another, shall leave them otherwise free to regulate their own pursuits of industry and improvement, and shall not take from the mouth of labor the bread it has earned. This is the sum of good government, and this is necessary to close the circle of our felicities."

[President Thomas Jefferson, concluding his first inaugural address, March 4, 1801]

Governments protect private rights and the requirement for consent in all human interactions by the following means:

1. Protecting people's right to contract by preventing anyone from being compelled to enter into or terminate any contractual relationship. See Article 1, Section 10 of the United States Constitution, which prohibits any state from impairing the obligation of contracts. Implicit in the phrase "impairing contracts" is any of the following:
 - 1.1. FORCING you to contract with anyone else, including the government.
 - 1.2. FORCING you to acquire or retain any status under an existing OTHER contract or franchise. Such statuses include "citizen", "resident", "taxpayer", "spouse", "driver", etc.
 - 1.3. FORCING you to accept or assume the duties associated with the contract or franchise.
2. Ensuring that government does not compel people to convert their "private property" to "public use". In other words, to prevent people from being compelled to engage in a privileged, excise taxable activity called a "trade or business" or a "public office". This usually happens when the government compels you to obtain or use an identifying number in corresponding with you. The regulations at 20 CFR §422.103(d) say that the number belongs to the government and not you. It is public property and it is illegal to use public property for a private use. Therefore, whatever you attach the number to becomes "private property donated to a public use" to procure the benefits of a government franchise that destroys all of your constitutional rights:

"Surely the matters in which the public has the most interest are the supplies of food and clothing; yet can it be that by reason of this interest the state may fix the price at which the butcher must sell his meat, or the vendor of boots and shoes his goods? Men are endowed by their Creator with certain unalienable rights, 'life, liberty, and the pursuit of happiness;' and to 'secure,' not grant or create, these rights, governments are instituted. That property which a man has honestly acquired he retains full control of, subject to these limitations: First, that he shall not use it to his neighbor's injury, and that does not mean that he must use it for his neighbor's benefit; second, that if he devotes it to a public use, he gives to the public a right to control that use; and third, that whenever the public needs require, the public may take it upon payment of due compensation."

[Budd v. People of State of New York, 143 U.S. 517 (1892)]

3. Making sure that the court system and legal profession are accessible and affordable to all, so that even those that cannot afford an attorney can still defend their rights. This ensures "equal protection" to all, which is the foundation of all free governments:

"No duty rests more imperatively upon the courts than the enforcement of those constitutional provisions intended to secure that equality of rights which is the foundation of free government."
[Gulf; C. & S. F. R. Co. v. Ellis [165 U.S. 150](#) (1897)]

4. Educating people in public schools and universities about their rights and how to defend them without the need of a licensed, censored "officer of the court" called an "attorney". All such attorneys have a conflict of interest and allegiance that will inevitably lead to eventual destruction of the rights of the public at large:

"His [the attorney's] first duty is to the courts and the public, not to the client, and whenever the duties to his client conflict with those he owes as an officer of the court in the administration of justice, the former must yield to the latter."
[Corpus Juris Secundum (C.J.S.), Volume 7, Attorney & Client, Section 4]

5. Preventing unlawful duress by private employers and financial institutions that might compel people to participate in "social insurance" if they do not voluntarily consent to. This means:

5.1. Prosecuting companies that threaten to fire, won't hire, or sanction workers who do not want to fill out a W-4 and instead hand them the more correct W-8BEN form.

5.2. Prosecuting companies who compel the use of Social Security Numbers under 42 U.S.C. §408(a) and state identity theft statutes.

5.3. Prosecuting companies that file false information returns against workers who are not lawfully engaged in a public office within the U.S. government.

We might add that an absolute refusal by the Dept. of Justice to do all of the above things is the main reason that most people participate UNLAWFULLY in the tax system to begin with. This omission constitutes a criminal conspiracy against rights, makes them an accessory after the fact to deprivation of rights, and makes them guilty of misprision of felony.

6. Helping those who cannot afford to help themselves, meaning to help the most underprivileged members of society to defend themselves from coercion and oppression by the most wealthy and influential members.

"Cursed is the one who perverts the justice due the stranger, the fatherless, and widow." "And all the people shall say, "Amen!"
[Deut. 27:19, Bible, NKJV]

"The LORD watches over the strangers; He relieves the fatherless and widow; But the way of the wicked He turns upside down."

[Psalm 146:9, Bible, NKJV]

"Defend the fatherless, Plead for the widow."

[Isaiah 1:17, Bible, NKJV]

"For if you thoroughly amend your ways and your doings, if you thoroughly execute judgment between a man and his neighbor, if you do not oppress the stranger, the fatherless, and the widow, and do not shed innocent blood in this place, or walk after other gods to your hurt, then I will cause you to dwell in this place, in the land that I gave to your fathers forever and ever."

[Jer. 7:5-7, Bible, NKJV]

Thus says the LORD: "Execute judgment and righteousness, and deliver the plundered out of the hand of the oppressor. Do no wrong and do no violence to the stranger, the fatherless, or the widow, nor shed innocent blood in this place."

[Per. 22:3, Bible, NKJV]

"Do not oppress the widow or the fatherless, The alien or the poor. Let none of you plan evil in his heart Against his brother."

[Zech. 7:10, Bible, NKJV]

In effecting the above goals of protecting "private rights", governments who are following God's biblical mandate for GOOD government must pass laws to regulate the "public conduct" of its own "public employees" and agents. Most federal law, in fact, is law exclusively for government and not for private persons, and is enacted specifically to **prevent** federal employees from adversely affecting private rights.

"The power to "legislate generally upon" life, liberty, and property, as opposed to the "power to provide modes of redress" against offensive state action, was "repugnant" to the Constitution. Id. at 15. See also United States v. Reese, [92 U.S. 214, 218](#) (1876); United States v. Harris, [106 U.S. 629, 639](#) (1883); James v. Bowman [190 U.S. 127, 139](#) (1903). Although the specific holdings of these early cases might have been superseded or modified, see, e.g., Heart of Atlanta Motel, Inc. v. United States, [379 U.S. 241](#) (1964): United

States v. Guest, [383 U.S. 745](#) (1966), their treatment of Congress' §5 power as corrective or preventive, not definitional, has not been questioned." [City of Boerne v. Flores, Archbishop of San Antonio, [521 U.S. 507](#) (1997)]

What the U.S. Supreme Court is saying above is that the government has no authority to tell you how to run your private life. This is contrary to the whole idea of the Internal Revenue Code, whose main purpose is to monitor and control every aspect of those who are subject to it. In fact, it has become the chief means for Congress to implement what we call "social engineering". Just by the deductions they offer, people are incentivized into all kinds of crazy behaviors in pursuit of reductions in a liability that they in fact do not even have. Therefore, the only reasonable thing to conclude is that Subtitle A of the Internal Revenue Code, which would "appear" to regulate the private conduct of *all* individuals in states of the Union, in fact only applies to federal instrumentalities such as "public offices" in the official conduct of their duties while present in the District of Columbia, which [4 U.S.C. §72](#) makes the "seat of government". The I.R.C. therefore essentially amounts to a part of the job responsibility and the "employment contract" of "public employees". This was also confirmed by the House of Representatives, who said that only those who take an oath of "public office" are subject to the requirements of the personal income tax. See:

Unfortunately, what your corrupted politicians have done is abuse their authority to write law to:

1. Write private law for federal employees and officials that imposes a tax obligation.
2. Obfuscate the terms and definitions in the law to:
 - 2.1. Make it appear that said law applies universally to everyone, including those in the states of the Union, when in fact it does not.
 - 2.2. Compel the courts and the IRS to mis-interpret and mis-enforce the I.R.C., by for instance, making judges into "taxpayers" who have a financial conflict of interest whenever they hear a tax case.
3. Gag franchise judges from exposing the FRAUD by prohibiting them from entering declaratory judgments in the case of "taxes" per the Declaratory Judgments Act, 28 U.S.C. §2201(a). This act can only apply to statutory franchisees called "taxpayers", but judges illegally apply it to NONTAXPAYERS as a way to undermine and destroy the protection of private rights. It is a TORT when they do this.
4. Invoke sovereign immunity to protect those in government who willfully violate the rights of others by exceeding their lawful authority, and thereby become a mafia protection racket for wrongdoers in violation of [18 U.S.C. §1951](#). This tactic has the effect of making the District of Columbia into the District of Criminals and a haven for financial terrorists who exploit the legal ignorance and conflict of interest of their coworkers and tax professionals to enrich themselves.
5. Mislead and confuse private employers in states of the Union into volunteering to become federal instrumentalities, agents, and "public officers" in the process of implementing this private law that doesn't apply to them.

The Bible warned us this was going to happen, when it said:

"Shall the throne of iniquity, which devises evil by law, have fellowship with You? They gather together against the lift of the righteous, and condemn innocent blood. But the Lord has been my defense, and move God the rock of my refuge. He has brought on them their own iniquity, and shall cut them off in their own wickedness the Lord our God shall cut them off." [Psalm 94:20-23. Bible, NIC.1)2

Who else but corrupted lawmakers and public servants could "devise evil by law"? In this white paper, we will therefore:

1. Provide extensive evidentiary support which conclusively proves the above assertions beyond a shadow of a doubt.
2. Try to provide to you some tools and techniques to enforce the requirement for consent in all interactions you have with the government.
3. Show you how to discern exactly WHO a particular law is written for, so that you can prove it isn't you and instead is only federal instrumentalities, agents, and "public officers".
4. Teach you to discern the difference between "public law" that applies EQUALLY to all and "private law" that only applies to those who individually consent.
5. Teach you how to discern what form the "constructive consent" must take in the process of agreeing to be subject to the provisions of a "private law", and how public employees very deviously hide the requirement for consent to fool you into believing that a private law is a "public law" that you can't question or opt out of.
6. Show you how public servant legislators twist the law to change its purpose of protecting the public to protecting the Public servants and the plunder they engage in.

The background of the slide is a movie poster for the film 'Citizen Kane'. It features a high-angle, black and white photograph of a vast city, likely New York City, at night. The city is illuminated by streetlights and building lights, creating a grid of light and shadow. In the center of the image, a large, ornate, classical-style building, presumably Xanadu, stands out. Above the city, the sky is filled with large, dramatic, white clouds against a dark background. The title 'CITIZEN KANE' is written in large, bold, serif capital letters across the top. The word 'CITIZEN' is on the left, and 'KANE' is on the right, with the word 'KANE' partially obscured by a large, stylized 'K' logo. The 'K' logo is a circular emblem with a stylized 'K' inside, and it is positioned between the words 'CITIZEN' and 'KANE'.

CITIZENS

LESSON
EXAMPLES
OF
CONSENT

HIGH

TAX WITHHOLDING AND REPORTING: What the Law Says

1. WITHHOLDING

#	Requirement	Authority
1.1	<p>According to the IRS, private employers, including churches, are NOT required to deduct or withhold. A “private employer” is any entity that is not part of the federal government:</p> <p>Internal Revenue Manual (IRM), Section 5.14.10.2 (09-30-2004) Payroll Deduction Agreements</p> <p>2. Private employers, states, and political subdivisions are not required to enter into payroll deduction agreements. Taxpayers should determine whether their employers will accept and process executed agreements before agreements are submitted for approval or finalized.</p>	<p>IRS Internal Revenue Manual, Section 5.14.10.2 at: http://www.irs.gov/irm/part5/ch14s10.html</p>
1.2	<p>Withholding is only on “wages” in connection with a voluntary W-4 withholding agreement. An “agreement” is legally defined in Black’s Law Dictionary as a “contract”. The regulations at 26 C.F.R. §31.3401(a)-3(a) identify the W-4 as an “agreement”, which means a “contract” to voluntarily procure “social insurance”. A “contract” is “private law” between you and the government that is enforceable ANYWHERE. It is <u>not</u> enforceable against those who DO NOT consent voluntarily.</p> <p><i>“An agreement [consent] obtained by duress, coercion, or intimidation is invalid, since the party coerced is not exercising his free will, and the test is not so much the means by which the party is compelled to execute the agreement as the state of mind induced. Duress, like fraud, rarely becomes material, except where a contract or conveyance has been made which the maker wishes to avoid. As a general rule, duress renders the contract or conveyance voidable, not void, at the option of the person coerced, and it is susceptible of ratification. Like other voidable contracts, it is valid until it is avoided by the person entitled to avoid it. However, duress in the form of physical compulsion, in which a party is caused to appear to assent when he has no intention of doing so, is generally deemed to render the resulting purported contract void.” [Am.Jur 2d, Duress, Section 21]</i></p>	<p>26 C.F.R. §31.3402(p)-1 26 C.F.R. §31.3401(a)-3(a) Family Guardian Cites By Topic, “wages” at: http://famguardian.org/TaxFreedom/CitesByTopic/wages.htm American Jurisprudence Legal Encyclopedia 2d, Duress, Section 21</p>
1.3	<p>The W-4 form does NOT identify itself as a “contract” because the IRS wants to DECEIVE you into thinking that your voluntary consent is NOT required.</p>	<p>IRS form W-4 at: http://famguardian.org/TaxFreedom/Forms/IRS/IRSFormw4_01.pdf</p>
1.4	<p>Anyone, including an “employer” or “private employer”, who compels you, under duress, to sign the W-4 contract is “impairing your right to contract” and instituting slavery and involuntary servitude. Such duress includes the threat to not hire or fire you. If they claim to be acting as an agent of the government, such as a voluntary “withholding agent” as defined in 26 U.S.C. §7701(a)(16), then they are violating Article 1, Section 10 of the U.S. Constitution.</p> <p><i>“Independent of these views, there are many considerations which lead to the conclusion that the power to impair contracts [either the Constitution or the Holy Bible], by direct action to that end, does not exist with the general [federal] government.” [Sinking Fund Cases, 99 U.S. 700 (1878)]</i></p>	<p>U.S. Constitution, Art. 1, Section 10 at: http://caselaw.lp.findlaw.com/data/constitution/article01/ 26 U.S.C. §7701(a)(16) <i>Sinking Fund Cases</i>, 99 U.S. 700 (1878)</p>
1.5	<p>The legal definition of “wages” <u>supersedes</u> and is NOT the same as the common definition. The distinction between the legal and the common definitions of words is where most of the deception and misapplication of the tax laws originates.</p>	<p>26 U.S.C. §3401</p>
1.6	<p>The earnings of ministers are specifically <u>excluded</u> from the definition of “wages”. Therefore, ministers of churches are under no obligation to deduct or withhold</p>	<p>26 U.S.C. §3401(a)(9)</p>
1.7	<p>Those who do not submit a W-4 form signed <u>voluntarily</u> earn <u>no</u> reportable “wages” on a W-2.</p>	<p>26 C.F.R. §31.3401(a)-3(a)</p>
1.8	<p>A person who has no tax liability should <u>not</u> withhold.</p>	<p>26 C.F.R. §31.3402(p)-1(a)</p>
1.9	<p>If the IRS says to withhold on “wages” against those who refuse to submit a W-4, the withholding <u>must</u> be zero because the person does not earn “wages” as legally defined.</p>	<p>26 C.F.R. §31.3401(a)-3(a)</p>
1.10	<p>The U.S. Supreme Court said that <u>no one</u> can withhold the pay of a worker without his consent:</p> <p><i>“Every man has a natural right to the fruits of his own labor, is generally admitted; and no other person can rightfully deprive him of those fruits, and appropriate them against his will...”</i></p>	<p><i>The Antelope</i>, 23 U.S. 66; 10 Wheat 66; 6 L.Ed. 268 (1825)</p>
1.11	<p>The above court ruling and several others are the basis for why withholding on “wages” requires a VOLUNTARY W-4 form. Failure to procure consent, in fact, is described by the U.S. Supreme Court as slavery and involuntary servitude:</p> <p><i>“That it does not conflict with the Thirteenth Amendment, which abolished slavery and involuntary servitude, except as a punishment for crime, is too clear for argument. Slavery implies involuntary servitude—a state of bondage; the ownership of mankind as a chattel, or at least the control of the labor and services of one man for the benefit of another, and the absence of a legal right to the disposal of his own person, property, and services [in their entirety]. This amendment was said in the Slaughter House Cases, 16 Wall, 36, to have been intended primarily to abolish slavery, as it had been previously known in this country, and that it equally forbade Mexican peonage or the Chinese coolie trade, when they amounted to slavery or involuntary servitude and that the use of the word ‘servitude’ was intended to prohibit the use of all forms of involuntary slavery, of whatever class or name.”</i> [Plessy v. Ferguson, 163 U.S. 537, 542 (1896)]</p>	<p><i>Plessy v. Ferguson</i>, 163 U.S. 537, 542 (1896) <i>Chyatt v. U.S.</i>, 197 U.S. 207 (1905) Bible also classifies involuntary withholding as a sin (SLAVERY) in 1 Tim. 5:18, Jer. 22: 13, James 5:1-6; and Lev. 19:13.</p>

1.12	The Thirteenth Amendment prohibition against slavery and involuntary servitude DOES NOT contain an exception in the case of “taxes”. Paying for government services that people do not want and do not need is therefore the same type of slavery as black slavery.	U.S. Constitution, Thirteenth Amendment
1.13	Only “employees” can fill out and submit an IRS form W-4. The W-4 form, upper left corner, says “Employee Withholding Allowance Certificate”. “Private employees” can but should <i>not</i> fill out this form.	IRS form W-4, upper left corner: http://famguardian.org/TaxFreedom/Forms/IRS/IRSFormw4_01.pdf
1.14	The term “employee” is legally defined as follows: <i>“For purposes of this chapter, the term “employee” includes [is limited to] an officer, employee, or elected official of the United States, a State, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing. The term “employee” also includes an officer of a corporation.” [26 U.S.C. 3401(c)]</i>	26 U.S.C. §3401(c) 26 C.F.R. §31.3401(c)-1
1.15	A person who is not an “employee” as defined in the Internal Revenue Code DOES NOT work for an “employer” as legally defined. Instead, he works for a “private employer” who has no duty with withhold or report, according to the IRS.	26 U.S.C. §3401(d) IRM 5.14.10.2 at: http://www.irs.gov/irm/part5/ch13s10.html
1.16	What is not specifically <i>included</i> within the law itself, MUST implicitly be presumed to be purposefully <i>excluded</i> by implication: <i>“Expressio unius est exclusio alterius. A maxim of statutory interpretation meaning that the expression of one thing is the exclusion of another. Burgin v. Forbes, 293 Ky. 456, 169 S.W.2d 321, 325; Newblock v. Bowles, 170 Okl. 487, 40 P.2d 1097, 1100. Mention of one thing implies exclusion of another. When certain persons or things are specified in a law, contract, or will, an intention to exclude all others from its operation may be inferred. Under this maxim, if statute specifies one exception to a general rule or assumes to specify the effects of a certain provision, other exceptions or effects are excluded.” [Black’s Law Dictionary, 6th Ed., p. 581]</i>	Black’s Law Dictionary, 6th Edition, p. 581 <i>Meaning of the term “includes” and “including”</i> , Form #05.014: http://sedm.org/Forms/FormIndex.htm

2. REPORTING

#	Requirement	Authority
2.1	Taxable earnings are reported on an “information return”	IRS Website at: http://www.irs.gov/taxpros/content/0..id=98185.00.html
2.2	Information returns include W-2, 1042-S, 1098, 1099, and K-1	IRS website, forms
2.3	26 U.S.C. §6041 is the ONLY legal authority for preparing information returns.	26 U.S.C. §6041
2.4	Those who knowingly file false information returns can be civilly prosecuted for fraud under Section 7434 of the I.R.C. The penalty is the greater of \$5,000 or whatever false tax liability results plus attorneys fees and costs.	26 U.S.C. §7434
2.5	The legal duty to report taxable earnings applies only to “trade or business” activity.	26 U.S.C. §6041
2.6	A “trade or business” is defined as “the functions of a public office” and not expanded anywhere else in the Internal Revenue Code to include any other thing	26 U.S.C. §7701(a)(26)
2.7	A “public officer” is a person who is acting as a government “employee” or a government “contractor”	Black’s Law Dictionary, Sixth Edition
2.8	Only “wages, tips and other compensation” are reported on IRS form W-2, Block 1	IRS Form W-2
2.9	The term “compensation” is nowhere defined in the I.R.C. but is defined in section 911 as “compensation for personal services”	26 U.S.C. §911(d)(2)
2.10	“personal services” are defined as work performed in connection with a “trade or business”	26 C.F.R. §1.469-9(b)(4)
2.11	The IRS can only lawfully penalize the following “persons” in connection with information returns: “(b) Person defined ; The term “person”, as used in this subchapter, includes an officer or employee of a corporation, or a member or employee of a partnership, who as such officer, employee, or member is under a duty to perform the act in respect of which the violation occurs.	26 U.S.C. §6671(b)
2.12	It is a crime to compel the use or disclosure of a Social Security Number on a withholding or reporting form	42 U.S.C. §408 5 U.S.C. §552a

3. REASONABLE BELIEF ABOUT LIABILITY

#	Requirement	Authority
3.1	The IRS says you CANNOT and SHOULD NOT rely on any IRS publication or form as a reasonable belief about tax liability: “IRS Publications, issued by the National Office, explain the law in plain language for taxpayers and their advisors... While a good source of general information, <u>publications should not be cited to sustain a position.</u> ”	IRS Internal Revenue Manual, Section 4.10.7.2.8 at: http://www.irs.gov/irm/part4/ch10s11.html
3.2	IRS “publications” include IRS forms, booklets, and the entire IRS website.	
3.3	Federal courts say that “taxpayers” cannot rely upon any statement by a federal employee as a basis for belief about what the law requires of them.	Pamphlet entitled “Reasonable Belief About Liability”, form #05.007 at: http://sedm.org/Forms/FormIndex.htm

4. WHAT THIS MEANS

1. The company is classified as a “private employer”, which means they are not part of the government and have no contracts or agreements with the government that might make them into a “public office”, or an entity engaged in a “trade or business”. [Internal Revenue Manual \(I.R.M.\), Section 5.14.10.2](#) says they are not required to deduct or withhold.
2. The company may decide to become a “voluntary withholding agent”, but may *not* lawfully compel workers, including pastors, to do any of the following without recruiting others into involuntary servitude and slavery in violation of the [Thirteenth Amendment](#) and [42 U.S.C. §1994](#):
 - 2.1. Use or compel disclosure or use of a Social Security Number. This is a violation of [42 U.S.C. §408](#) and [5 U.S.C. §552a](#).
 - 2.2. Sign W-4 “voluntary withholding agreements”. They aren’t voluntary if the person is compelled to sign.
 - 2.3. Deduct or withhold against the wishes of the worker. This is slavery and a Biblical Sin (see [1 Tim. 5:18](#), [Jer. 22: 13](#), [James 5:1-6](#); and [Lev. 19:13](#)).
3. The company may not lawfully:
 - 3.1. Put a nonzero amount in block 1 of a W-2 for “wages” if the party did not submit a W-4 (see [26 C.F.R. §31.3401\(a\)-3\(a\)](#)) or if the worker is a minister of the gospel (see [26 U.S.C. §3401\(a\)\(9\)](#)).
 - 3.2. Include a social security number on any government form or send the form in against the will of the worker. This violates the Privacy Act, [5 U.S.C. §552a](#) and [42 U.S.C. §408](#).
 - 3.3. Identify or associate the earnings of any worker with a “public office” or a “trade or business” by filing an information return against them, if they in fact are not a government employee or worker and did not voluntarily sign a W-4. This is a violation of [26 U.S.C. §6041](#).
4. The information returns filed against a pastor or company worker are *FALSE* because:
 - 4.1. They contain nonzero amounts in block 1 for “wages”. See section 1 above.
 - 4.2. According to [26 U.S.C. §3401\(a\)\(9\)](#), pastors and ministers of the gospel do not earn “wages” as legally defined.
 - 4.3. Worker does not have a W-4 form on file, and therefore earns no “wages” according to [26 C.F.R. §31.3401\(a\)-3\(a\)](#).
 - 4.4. Worker is not engaged in a “public office” and does not wish to associate his private life or his private earnings with the government as an “employee” or contractor, because he would be committing perjury on a federal form, under penalty of perjury if he were to sign and submit an IRS form W-4.
5. The information returns filed by the company against the worker violates [26 U.S.C. §7434](#) because they are false, and thereby subject the company to civil liability for false information returns.
6. The only party violating the law is the company in this case, if they:
 - 6.1. Refuse to read and heed the written law. The Bible says on this subject:
“One who turns away his ear from hearing the law, even his prayer shall be an abomination.” [[Prov. 28:9](#), Bible, NKJV]
 - 6.2. Are relying on sources of belief that are not credible, according to both the IRS and the federal courts. See Section 3 above.
 - 6.3. Refuse the pastor or the accused the opportunity to present and describe the laws they are violating, which implies that their infractions are willful and deliberate violations of the law.
 - 6.4. Have repeatedly tried to distract attention away from the law using slander, unsubstantiated false allegations.
 - 6.5. Have violated the requirements of God’s law on this matter, by withholding the “wages” of workers. See [1 Tim. 5:18](#), [Jer. 22: 13](#), [James 5:1-6](#); and [Lev. 19:13](#).

5. FURTHER INFORMATION

1. Where you can read any one of the laws for yourself:
[Legal Research Sources](#)
<http://famguardian.org/TaxFreedom/LegalRef/LegalResrchSrc.htm>
2. Simplified but more detailed treatment on withholding:
[Federal Tax Withholding](#), Form #04.102. 33 pages.
<http://sedm.org/Forms/FormIndex.htm>
3. Detailed treatment of legal requirements of withholding:
[Federal and State Tax Withholding Options for Private Employers](#), Form #04.101. 572 pages. Free download from:
<http://sedm.org/Forms/FormIndex.htm>
4. How to form an informed opinion about what the tax laws require of us:
[Reasonable Belief about Tax Liability](#), Form #05.007
<http://sedm.org/Forms/FormIndex.htm>
5. Detailed, authoritative research on what the law requires, formatted in small memorandums to make it easy to digest. See section 5 of the link below:
<http://sedm.org/Forms/FormIndex.htm>

which a flat percentage rate of withholding may be used.

Example 3. Assume the same facts as in Example 2, except that the consideration for W's services is a set insurance premium rather than reimbursement for costs plus a fee. Under these circumstances W is the payor and is not acting solely as the agent of V. An employee of V to whom W makes payments under the agreement may request under section 3402(o) and the regulations thereunder that W withhold income taxes from those payments.

(i) *Special rules for sick pay paid pursuant to certain collective-bargaining agreements.* (1) Special rules (enumerated in subparagraph (2)) apply to sick pay where all of the following tests are met.

(i) The sick pay must be paid pursuant to a collective-bargaining agreement between employee representatives and one or more employers.

(ii) The agreement must contain a provision that section 3402(o)(5) is to apply to sick pay paid pursuant to the agreement.

(iii) The agreement must contain a provision for determining the amount to be deducted and withheld from each payment of sick pay.

(iv) The social security number of the payee must be furnished to the payor. The agreement may provide that the employer will furnish this or the payee may furnish his social security number directly to the payor.

(v) The payor must be furnished with information that is necessary for the payor to determine whether the payment is pursuant to the agreement and to determine the amount to be deducted and withheld. The agreement may provide that the employer will furnish this information directly to the payor.

(2) The following special rules apply to sick pay where all of the tests of subparagraph (1) are met.

(i) The requirement of section 3402(o)(1)(c) and this section that a request for withholding be in effect does not apply.

(ii) The amount to be deducted and withheld from the sick pay shall be determined according to the provisions of the agreement and not according to this section. This rule shall not however apply—

(A) To payments enumerated in section 3402(n) (relating to employees incurring no income tax liability) and the regulations thereunder, or

(B) To payments made to a payee more than 7 days after the date that the payor receives a statement from the payee that the payee expects to claim an exclusion from gross income under section 105(d). Such statement must include adequate verification of disability. A certificate from a qualified physician attesting that the employee is permanently and totally disabled (within the meaning of section 105(d)) shall be deemed to constitute adequate verification. If the payor receives such a statement, the payor shall not withhold any income tax from the payments made to the payee, regardless of the provisions of the collective bargaining agreement. This exception from withholding does not affect the requirements of § 31.6051-3.

(Secs. 3402(o), 7805, Internal Revenue Code of 1954 (94 Stat. 3495, (26 U.S.C. 3402(o)); 68A Stat. 917 (26 U.S.C. 7805)))

[T.D. 7813, 47 FR 11277, Mar. 16, 1982, as amended by T.D. 7915, 48 FR 44076, Sept. 27, 1983]

§ 31.3402(p)-1 Voluntary withholding agreements.

(a) *In general.* An employee and his employer may enter into an agreement under section 3402(b) to provide for the withholding of income tax upon payments of amounts described in paragraph (b)(1) of § 31.3401(a)-3, made after December 31, 1970. An agreement may be entered into under this section only with respect to amounts which are includible in the gross income of the employee under section 61, and must be applicable to all such amounts paid by the employer to the employee. The amount to be withheld pursuant to an agreement under section 3402(p) shall be determined under the rules contained in section 3402 and the regulations thereunder. See § 31.3405(c)-1, Q&A-3 concerning agreements to have more than 20-percent Federal income tax withheld from eligible rollover distributions within the meaning of section 402.

(b) *Form and duration of agreement.* (1)(i) Except as provided in subdivision (ii) of this subparagraph, an employee

who desires to enter into an agreement under section 3402(p) shall furnish his employer with Form W-4 (withholding exemption certificate) executed in accordance with the provisions of section 3402(f) and the regulations thereunder. The furnishing of such Form W-4 shall constitute a request for withholding.

(ii) In the case of an employee who desires to enter into an agreement under section 3402(p) with his employer, if the employee performs services (in addition to those to be the subject of the agreement) the remuneration for which is subject to mandatory income tax withholding by such employer, or if the employee wishes to specify that the agreement terminate on a specific date, the employee shall furnish the employer with a request for withholding which shall be signed by the employee, and shall contain—

(a) The name, address, and social security number of the employee making the request,

(b) The name and address of the employer,

(c) A statement that the employee desires withholding of Federal income tax, and applicable, of qualified State individual income tax (see paragraph (d)(3)(i) of § 301.6361-1 of this chapter (Regulations on Procedures and Administration)), and

(d) If the employee desires that the agreement terminate on a specific date, the date of termination of the agreement.

If accepted by the employer as provided in subdivision (iii) of this subparagraph, the request shall be attached to, and constitute part of, the employee's Form W-4. An employee who furnishes his employer a request for withholding under this subdivision shall also furnish such employer with Form W-4 if such employee does not already have a Form W-4 in effect with such employer.

(iii) No request for withholding under section 3402(p) shall be effective as an agreement between an employer and an employee until the employer accepts the request by commencing to withhold from the amounts with respect to which the request was made.

(2) An agreement under section 3402(p) shall be effective for such period as the employer and employee mutually

agree upon. However, either the employer or the employee may terminate the agreement prior to the end of such period by furnishing a signed written notice to the other. Unless the employer and employee agree to an earlier termination date, the notice shall be effective with respect to the first payment of an amount in respect of which the agreement is in effect which is made on or after the first "status determination date" (January 1, May 1, July 1, and October 1 of each year) that occurs at least 30 days after the date on which the notice is furnished. If the employee executes a new Form W-4, the request upon which an agreement under section 3402(p) is based shall be attached to, and constitute a part of, such new Form W-4.

(86 Stat. 944, 26 U.S.C. 6364; 68A Stat. 917, 26 U.S.C. 7805).

[T.D. 7096, 36 FR 5216, Mar. 18, 1971, as amended by T.D. 7577, 43 FR 59359, Dec. 20, 1978; T.D. 8619, 60 FR 49215, Sept. 22, 1995]

§ 31.3402(q)-1 Extension of withholding to certain gambling winnings.

(a)(1) *General rule.* Every person, including the Government of the United States, a State, or a political subdivision thereof, or any instrumentality of any of the foregoing making any payment of "winnings subject to withholding" (defined in paragraph (b) of the section) shall deduct and withhold a tax in an amount equal to 20 percent of the payment. The tax shall be deducted and withheld upon payment of the winnings by the person making such payment ("payer"). See paragraph (c)(5)(ii) of this section for a special rule relating to the time for making deposits of withheld amounts and filing the return with respect to those amounts. Any person receiving a payment of winnings subject to withholding must furnish the payer a statement as required in paragraph (e) of this section. Payers of winnings subject to withholding must file a return as required in paragraph (f) of this section. With respect to reporting requirements for certain payments of gambling winnings not subject to withholding, see section 6041 and the regulations thereunder.

Form W-4 (2009)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2009 expires February 16, 2010. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds \$950 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earner/multiple job situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or

dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

Nonresident alien. If you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2009. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent	A _____				
B	Enter "1" if: <table border="0"><tr><td>• You are single and have only one job; or</td><td rowspan="3">}</td></tr><tr><td>• You are married, have only one job, and your spouse does not work; or</td></tr><tr><td>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</td></tr></table>	• You are single and have only one job; or	}	• You are married, have only one job, and your spouse does not work; or	• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.	B _____
• You are single and have only one job; or	}					
• You are married, have only one job, and your spouse does not work; or						
• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.						
C	Enter "1" for your spouse . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C _____				
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D _____				
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E _____				
F	Enter "1" if you have at least \$1,800 of child or dependent care expenses for which you plan to claim a credit	F _____				
(Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)						
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$61,000 (\$90,000 if married), enter "2" for each eligible child; then less "1" if you have three or more eligible children. • If your total income will be between \$61,000 and \$84,000 (\$90,000 and \$119,000 if married), enter "1" for each eligible child plus "1" additional if you have six or more eligible children.	G _____				
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶	H _____				
For accuracy, complete all worksheets that apply. <table border="0"><tr><td>• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.</td></tr><tr><td>• If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$25,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.</td></tr><tr><td>• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.</td></tr></table>			• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.	• If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$25,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.	• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.	
• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.						
• If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$25,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.						
• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.						

Cut here and give Form W-4 to your employer. Keep the top part for your records.

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate		OMB No. 1545-0074 2009
▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.				
1 Type or print your first name and middle initial.		Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5		
6 Additional amount, if any, you want withheld from each paycheck		6		\$
7 I claim exemption from withholding for 2009, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶		7		

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature

(Form is not valid unless you sign it.) ▶

Date ▶

8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)	9 Office code (optional)	10 Employer identification number (EIN)
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Deductions and Adjustments Worksheet

Note. Use this worksheet *only* if you plan to itemize deductions, claim certain credits, adjustments to income, or an additional standard deduction.

- 1** Enter an estimate of your 2009 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions. (For 2009, you may have to reduce your itemized deductions if your income is over \$166,800 (\$83,400 if married filing separately). See *Worksheet 2* in Pub. 919 for details.) **1** \$ _____
- 2** Enter: $\left\{ \begin{array}{l} \$11,400 \text{ if married filing jointly or qualifying widow(er)} \\ \$8,350 \text{ if head of household} \\ \$5,700 \text{ if single or married filing separately} \end{array} \right\}$ **2** \$ _____
- 3** Subtract line 2 from line 1. If zero or less, enter "-0-" **3** \$ _____
- 4** Enter an estimate of your 2009 adjustments to income and any additional standard deduction. (Pub. 919) **4** \$ _____
- 5** Add lines 3 and 4 and enter the total. (Include any amount for credits from *Worksheet 8* in Pub. 919.) **5** \$ _____
- 6** Enter an estimate of your 2009 nonwage income (such as dividends or interest) **6** \$ _____
- 7** Subtract line 6 from line 5. If zero or less, enter "-0-" **7** \$ _____
- 8** Divide the amount on line 7 by \$3,500 and enter the result here. Drop any fraction **8** _____
- 9** Enter the number from the **Personal Allowances Worksheet**, line H, page 1 **9** _____
- 10** Add lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 **10** _____

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

Note. Use this worksheet *only* if the instructions under line H on page 1 direct you here.

- 1** Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) **1** _____
 - 2** Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$50,000 or less, do not enter more than "3." **2** _____
 - 3** If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet **3** _____
- Note.** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4-9 below to calculate the additional withholding amount necessary to avoid a year-end tax bill.
- 4** Enter the number from line 2 of this worksheet **4** _____
 - 5** Enter the number from line 1 of this worksheet **5** _____
 - 6** Subtract line 5 from line 4 **6** _____
 - 7** Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here **7** \$ _____
 - 8** Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed **8** \$ _____
 - 9** Divide line 8 by the number of pay periods remaining in 2009. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2008. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck **9** \$ _____

Table 1

Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above
\$0 - \$4,500	0	\$0 - \$6,000	0
4,501 - 9,000	1	6,001 - 12,000	1
9,001 - 18,000	2	12,001 - 19,000	2
18,001 - 22,000	3	19,001 - 26,000	3
22,001 - 26,000	4	26,001 - 35,000	4
26,001 - 32,000	5	35,001 - 50,000	5
32,001 - 38,000	6	50,001 - 65,000	6
38,001 - 46,000	7	65,001 - 80,000	7
46,001 - 55,000	8	80,001 - 90,000	8
55,001 - 60,000	9	90,001 - 120,000	9
60,001 - 65,000	10	120,001 and over	10
65,001 - 75,000	11		
75,001 - 95,000	12		
95,001 - 105,000	13		
105,001 - 120,000	14		
120,001 and over	15		

Table 2

Married Filing Jointly		All Others	
If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$65,000	\$550	\$0 - \$35,000	\$550
65,001 - 120,000	910	35,001 - 90,000	910
120,001 - 185,000	1,020	90,001 - 165,000	1,020
185,001 - 330,000	1,200	165,001 - 370,000	1,200
330,001 and over	1,280	370,001 and over	1,280

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3402(f)(2)(A) and 6109 and their regulations. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may also subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

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The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



Source:

<https://www.irs.gov/instructions/i1099misc>

Specific Instructions for Form 1099

Instructions for Forms 1099-MISC and 1099-NEC - Main Content

Specific Instructions for Form 1099-MISC

File Form 1099-MISC, Miscellaneous Income, for each (person, this term must be defined) in the course of your business to whom you have paid the following during the year:

- At least \$10 in royalties (see the instructions for box 2) or broker payments in lieu of dividends or tax-exempt interest (see the instructions for box 8).
- At least \$600 in:
 0. Rents (box 1);
 1. Prizes and awards (box 3);
 2. Other income payments (box 3);
 3. Generally, the cash paid from a notional principal contract to an individual, partnership, or estate (box 3);
 4. Any fishing boat proceeds (box 5);
 5. Medical and health care payments (box 6);
 6. Crop insurance proceeds (box 9);
 7. Payments to an attorney (box 10) (see *Payments to attorneys*, later);
 8. Section 409A deferrals (box 12); or
 9. Nonqualified deferred compensation (box 14).

You must also file Form 1099-MISC for each (person, this term must be defined) from whom you have withheld any federal income tax (report in box 4) under the backup withholding rules regardless of the amount of the payment.

Trade or business reporting only.

Report on Form 1099-MISC only when payments are made in the course of your trade or business. Personal payments are not reportable. You are engaged in a trade or business if you operate for gain or profit. However, nonprofit organizations are considered to be engaged in a

trade or business and are subject to these reporting requirements. Other organizations subject to these reporting requirements include trusts of qualified pension or profit-sharing plans of employers, certain organizations exempt from tax under section 501(c) or (d), farmers' cooperatives that are exempt from tax under section 521, and widely held fixed investment trusts. Payments by federal, state, or local government agencies are also reportable.

Exceptions.

Some payments do not have to be reported on Form 1099-MISC, although they may be taxable to the recipient. Payments for which a Form 1099-MISC is not required include all of the following.

- **Generally**, payments to a corporation (including a limited liability company (LLC) that is treated as a C or S corporation). However, see *Reportable payments to corporations*, later.
- Payments for merchandise, telegrams, telephone, freight, storage, and similar items.
- Payments of rent to real estate agents or property managers. However, the real estate agent or property manager must use Form 1099-MISC to report the rent paid over to the property owner. See Regulations sections 1.6041-3(d), 1.6041-1(e)(5), Example 5, and the instructions for box 1.
- **Wages paid to employees** (report on Form W-2, Wage and Tax Statement).
- Military differential wage payments made to employees while they are on active duty in the Armed Forces or other uniformed services (report on Form W-2).
- **Business travel allowances paid to employees** (may be reportable on Form W-2).
- Cost of current life insurance protection (report on Form W-2 or Form 1099-R, Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.).
- **Payments to a tax-exempt organization including tax-exempt trusts** (IRAs, HSAs, Archer MSAs, Coverdell ESAs, and ABLE (529A) accounts), the United States, a state, the District of Columbia, a U.S. possession, or a foreign government.
- Payments made to or for homeowners from the HFA Hardest Hit Fund or similar state program (report on Form 1098-MA).
- Compensation for injuries or sickness by the Department of Justice as a public safety officer disability or survivor's benefit, or under a state program that provides benefits for surviving dependents of a public safety officer who has died as the direct and proximate result of a personal injury sustained in the line of duty.
- Compensation for wrongful incarceration for any criminal offense for which there was a conviction under federal or state law. See section 139F, Certain amounts received by wrongfully incarcerated individuals.



KFLCC Quiz

“Consent” Lesson 1

1. What is the Legal or Blacks Law Definitions of Consent?
_____.
2. What did President Obama share on how to hold power?
_____.
3. The News Clip, how are laws applied and who does the law applies too? _____.
4. What is Government by Consent? _____.
5. What is the Legal Definition of Terrorism by *Funk and Wagnalls New Practical Standard Dictionary (1946)*?
_____.
6. What creates ALL law, whether public or private?
_____.
7. How do we contract away rights through? _____,
_____, _____ consent.
8. *a maxim of law is that you cannot be compelled to surrender your rights and that anything you consent to under the influence of duress is not law and creates no obligation on your part?* (___) True (or) (___) False.



9. *Governments protect private rights and the requirement for consent in all human interactions by the following means:*

Protecting people's right to contract by preventing anyone from being compelled to enter into or terminate any contractual relationship. See Article 1, Section 10 of the United States Constitution, which prohibits any state from impairing the obligation of contracts. Implicit in the phrase "impairing contracts" is any of the following:

1.1. FORCING you to contract with anyone else, including the government.

1.2. FORCING you to acquire or retain any status under an existing OTHER contract or franchise. Such statuses include "citizen", "resident", "taxpayer", "spouse", "driver", etc.

1.3. FORCING you to accept or assume the duties associated with the contract or franchise.

2. Ensuring that government does not compel people to convert their "private property" to "public use". In other words, to prevent people from being compelled to engage in a privileged, excise taxable activity called a "trade or business" or a "public office". This usually happens when the government compels you to obtain or use an identifying number in corresponding with you. The regulations at 20 CFR §422.103(d) say that the number belongs to the government and not you. It is public property and it is illegal to use public property for a private use. Therefore, whatever you attach the number to becomes "private property donated to a public use" to procure the benefits of a government franchise that destroys all of your constitutional rights: Is this a (___) True or (___) False Statemen?

10. What was the whole video clip with the Clampetts About?



11. Which is Legal to Avoid or Evade? _____.
12. Did Bible warned us this was going to happen, when it said: Scriptures? _____.

REF Scripture Law:

Ecc 5:19 Every man also to whom God hath given riches and wealth, and hath given him power to eat thereof, and to take his portion, and to rejoice in his labour; this *is* the gift of God.

Psa 94:20 Shall the throne of iniquity have fellowship with thee, which frameth mischief by a law? **Psa 94:21** They gather themselves together against the soul of the righteous, and condemn the innocent blood.

Psa 94:22 But the LORD is my defence; and my God *is* the rock of my refuge.

Psa 94:23 And he shall bring upon them their own iniquity, and shall cut them off in their own wickedness; *yea*, the LORD our God shall cut them off.

Luk 11:46 And he said, *Woe unto you also, ye lawyers! for ye lade men with burdens grievous to be borne, and ye yourselves touch not the burdens with one of your fingers.*

Luk 11:47 *Woe unto you! for ye build the sepulchres of the prophets, and your fathers killed them.*

Luk 11:48 *Truly ye bear witness that ye allow the deeds of your fathers: for they indeed killed them, and ye build their sepulchres.*

Luk 11:49 *Therefore also said the wisdom of God, I will send them prophets and apostles, and some of them they shall slay and persecute:*

Luk 11:50 *That the blood of all the prophets, which was shed from the foundation of the world, may be required of this generation;*

Luk 11:51 *From the blood of Abel unto the blood of Zacharias, which perished between the altar and the temple: verily I say unto you, It shall be required of this generation.*

Luk 11:52 *Woe unto you, lawyers! for ye have taken away the key of knowledge: ye entered not in yourselves, and them that were entering in ye hindered.*

We Teach To Enlighten, not to Excite!

Shalom,

Apostle Gary Carter Jr.

Lesson 2

The Meaning of "Justice"

The essence of the meaning of "justice" in fact, is the right to be "left alone":

PAULSEN, *ETHICS* (Thilly's translation), chap. 9.

"Justice, as a moral habit, is that tendency of the will and mode of conduct which refrains from disturbing the lives and interests of others, and, as far as possible, hinders such interference on the part of others. This virtue springs from the individual's respect for his fellows as ends in themselves and as his co equals. The different spheres of interests may be roughly classified as follows: body and life; the family, or the extended individual life; property, or the totality of the instruments of action; honor, or the ideal existence; and finally freedom, or the possibility of fashioning one's life as an end in itself. The law defends these different spheres, thus giving rise to a corresponding number of spheres of rights, each being protected by a prohibition... To violate the rights, to interfere with the interests of others, is injustice. All injustice is ultimately directed against the life of the neighbor; it is an open avowal that the latter is not an end in itself having the same value as the individual's own life. The general formula of the duty of justice may therefore be stated as follows: Do no wrong yourself, and permit no wrong to be done, so far as lies in your power; or, expressed positively: Respect and protect the right. [Readings on the History and System of the Common Law, Second Edition, 1925, Roscoe Pound, p. 2]

The U.S. Supreme Court stated the above slightly differently:

"The makers of our Constitution undertook to secure conditions favorable to the pursuit of happiness. They recognized the significance of man's spiritual nature, of his feelings and of his intellect. They knew that only a part of the pain, pleasure and satisfactions of life are to be found in material things. They sought to protect Americans in their beliefs, their thoughts, their emotions and their sensations. They conferred, as against the Government, the right to be let alone - the most comprehensive of rights and the right most valued by civilized men." [Olmstead v. United States, [277 U.S. 438, 478](#) (1928) (Brandeis, J., dissenting); see also Washington v. Harper [494 U.S. 210](#) (1990)]

The Bible also states the foundation of justice by saying:

"Do not strive with [or by to regulate or control or enslave] a man without cause if he has done you no harm." [Prov. 3:30, Bible, NKJV]

And finally, Thomas Jefferson agreed with the above by defining "justice" as follows in his First Inaugural Address:

"With all [our] blessings, what more is necessary to make us a happy and a prosperous people? Still one thing more, fellow citizens--a wise and frugal Government, which shall restrain men from injuring one another, shall leave them otherwise free to regulate their own pursuits of industry and improvement, and shall not take from the mouth of labor the bread it has earned. This is the sum of good government, and this is necessary to close the circle of our felicities." [Thomas Jefferson: 1st Inaugural, 1801. ME 3:320]

Therefore, the word "injustice" means interference with the equal rights of others absent their consent and which constitutes an injury NOT as any law defines it, but as the PERSON who is injured defines it. Under this conception of "justice", anything done with your consent cannot be classified as "injustice" or an injury.

The concept of justice originates from the legal definition of property. The essence and foundation of the "property right", as held by the U.S. Supreme Court, is the right to EXCLUDE ANYONE AND EVERYONE else, from using, controlling, or benefitting from the use of YOUR property:

"We have repeatedly held that, as to property reserved by its owner for private use, 'the right to exclude others is one of the most essential sticks in the bundle of rights that are commonly characterized as property.'" Loretto v. Teleprompter Manhattan CATV Corp., [458 U.S. 419, 433 \(1982\)](#), quoting Kaiser Aetna v. United States, [444 U.S. 164, 176 \(1979\)](#). [Nollan v. California Coastal Comm't, [483 U.S. 825 \(1987\)](#)]

"In this case, we hold that the 'right to exclude,' so universally held to be a fundamental element of the property right, falls within this category of interests that the Government cannot take without compensation." [Kaiser Aetna v. United States, [444 U.S. 164 \(1979\)](#)] See, e. g., United States v. Pueblo of San Ildefonso, [206 Ct. Cl. 649, 669-670, 513 F.2d 1383, 1394 \(1975\)](#); United States v. Lutz, [295 F.2d 736, 740 \(CAS 1961\)](#). As stated by Mr. Justice Brandeis, "[a]n essential element of individual property is the legal right to exclude others from enjoying it." International News Service. Associated Press, [248 U.S. 215, 250 \(1918\) \(dissenting opinion\)](#).

The right to exclude that is the essence of the right to PRIVATE property extends not only to other people or businesses, but to ANY and EVERY government, because under the concept of equal protection and equal treatment, all "persons", including artificial "persons" such as government corporations, are EQUAL. The result of exercising your right to exclude the government is that they HAVE to LEAVE THE PROPERTY ALONE, not try to steal it or deceive you into donating it to them. The only lawful basis for interfering with the use or ownership of any kind of property is when the property is abused to INJURE the equal rights of your sovereign neighbor, and that interference can come only AFTER the injury is inflicted, and not before.

"Do not strive with [or try to regulate or control or enslave] a man without cause if he has done you no harm." [Prov. 3:30, Bible, NKJV]

Every remedy provided by a lawful de jure government for the protection of private rights therefore BEGINS with demonstrating a quantifiable injury to a specific, enumerated right.

Let's apply these concepts of justice to the way the government interacts with you personally. The minute that anyone does any of the following without your consent:

1. Interferes with or penalizes the exercise of any constitutional right.
2. Treats you unequally.
3. Forces any status upon you such as "taxpayer", "citizen", "resident", "spouse", "driver", etc.
4. Procures your consent to anything by any method you did not authorize. For instance, they PRESUME you consented rather than procure your consent in writing, even though you told them that the ONLY method by which you can or will consent is IN WRITING.
5. Compels you to contract with them or makes you a party to a contract or government franchise that you do not expressly consent to.
6. Calls anything voluntary while REFUSING to defend your ABSOLUTE RIGHT NOT to volunteer. This is FRAUD and it's a crime.
7. Imputes or assumes any kind of fiduciary duty on your part towards anyone else absent express written consent.
8. Enforces civil statutory laws of any jurisdiction that you are not domiciled within and therefore protected by.
9. Demands any kind of property without rendering its equivalent in value. This is theft in violation of the Fifth Amendment takings clause.
10. Enforces any obligation associated with any status upon you, such as franchisee, public officer, etc.
11. As a government to:
 - 11.1. Refuses to recognize or protect private rights.
 - 11.2. Insists that ALL your property is public property that the government has title to and you are a transferee or trustee over.
 - 11.3. Refuses to offer a status on government forms of "not subject but not exempt" or "other", and thus compels you to choose a status that is within their jurisdiction as a public officer.
12. Converts private property or RIGHTS to property to a public use, public office, or public purpose without your consent, INCLUDING through the process of taxation. Yes, "taxes" are involuntary for "taxpayers", but only AFTER you VOLUNTEER to become a statutory "taxpayer" by signing up for a government franchise, and AFTER they protect your right to NOT participate or volunteer. Otherwise, we are really dealing with what the U.S. Supreme Court calls "robbery in the name of taxation".
13. Abuses its taxation power to redistribute wealth between private individuals:

To lay, with one hand, the power of the government on the property of the citizen, and with the other to bestow it upon favored individuals to aid private enterprises and build up private famines, is none the less a

robbery because it is done under the forms of law and is called taxation. This is not legislation. It is a decree under legislative forms.

Nor is it taxation. 'A tax,' says Webster's Dictionary, 'is a rate or sum of money assessed on the person or property of a citizen by government for the use of the nation or State. 'Taxes are burdens or charges imposed by the Legislature upon persons or property to raise money for public purposes.' Cooley, Const. Lim., 479. [[Loan Association v. Topeka. 20 Wall. 655 \(1874\)\]](#)

..then an act of terrorism, theft, and possibly even slavery or involuntary servitude has occurred, all of which are torts cognizable under the state or federal constitutions and the common law.

The way that governments ensure that they are not the object of civil injustice and are "let alone" is by enforcing the requirement that whenever anyone wants to sue them, they must produce consent to be sued published as a positive law statute. This is called "sovereign immunity":

A state's freedom from litigation was established as a constitutional right through the Eleventh Amendment. The inherent nature of sovereignty prevents actions against a state by its own citizens without its consent [491 U.S. 39] hr Atascadero, 473 U.S. at 242, we identified this principle as an essential element of the constitutional checks and balances:

The "constitutionally mandated balance of power" between the States and the Federal Government was adopted by the Framers to ensure the protection of "our fundamental liberties." [Garcia v. San Antonio Metropolitan Transit Authority. 469 U.S. 528, 572 (Powell, J., dissenting)]. By guaranteeing the sovereign immunity of the States against suit in federal court, the Eleventh Amendment serves to maintain this balance.
[*\[Great Northern Ins. Co. v. Read. 322 U.S. 47, 51 \(1944\)\]*](#)

Likewise, all the authority possessed by both the state and federal governments is delegated by We The People to them. The people cannot delegate an authority collectively that they individually do not ALSO possess.

"The question is not what power the federal government ought to have, but what powers, in fact, have been given by the people... The federal union is a government of delegated powers. It has only such as are expressly conferred upon it, and such as are reasonably to be implied from those granted. In this respect, we differ radically from nations where all legislative power, without restriction or limitation, is vested in a parliament or other legislative body subject to no restriction except the discretion of its members." (Congress)
[*\[U.S. v. William M. Butler, 297 U.S. 1 \(1936\)\]*](#)

Both the Constitution and the Declaration of Independence require that "all men are created equal" and that all "persons", including governments, are treated equally IN EVERY RESPECT. That means that no creation of men, including a government, can have any more authority than a single man. All "persons", whether human or artificial are, in fact EQUAL in every respect, with the possible exception that artificial entities are not protected by the Bill of Rights. This is covered further in:

No government can or should therefore have or be able to enforce any more authority than a single human being. This means that if the government claims "sovereign immunity" and insists that it cannot be sued without its express written consent, then the government, in turn, when it is enforcing any civil liability against ANY American, has the EQUAL burden to produce evidence of THEIR consent IN WRITING to be sued. That consent must, in turn, be given by a person domiciled in a place OTHER than that protected by the U.S.A. Constitution, because the Declaration of Independence says the rights of people in states of the Union are "unalienable", which means they CANNOT be sold, bargained away, or transferred by ANY process, including a franchise or contract.

"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.—That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, -" [Declaration of Independence]

"Unalienable. Inalienable; incapable of being aliened, that is, sold and transferred." [Black's Law Dictionary, Fourth Edition, p. 1693]

Therefore, the only people who can lawfully "alienate" any Constitutional right in relation to a real, de jure government by exercising their right to contract, are those *NOT* protected by the Constitution and who therefore are either domiciled on federal territory or situated abroad, which also is not protected by the Constitution.

Any attempt to treat any government as having more power, authority, or rights than a single man, in fact, constitutes idolatry. The source of all government power in America is The Sovereign People as individuals, who are human beings and are also called "natural persons". Any power that did not come from this "natural" source is, therefore "supernatural", and all religions are based on the worship of such "supernatural beings" or "superior beings".

"Religion. Man's relation to Divinity. to reverence, worship, obedience, and submission to mandates and precepts of supernatural or superior beings. In its broadest sense includes all forms of belief in the existence of superior beings exercising power over human beings by volition, imposing rules of conduct, with future rewards and punishments. Bond uniting man to God, and a virtue whose purpose is to render God worship due him as source of all being and principle of all government of things. Nikzdnikoff v. Archbishop, etc., of Russian Orthodox Greek Catholic Church, 142 Misc. 894, 255 N.Y.S. 653, 663."
[Black's Law Dictionary, Sixth Edition, p. 12921]

By "worship", we really mean "obedience" to the dictates of the supernatural or superior being.

"worship 1. chiefly Brit: a person of importance—used as a title for various officials (as magistrates and some mayors) 2: reverence /obedience/ offered a divine being or supernatural Power; also: an act of expressing such reverence 3: a form of religious practice with its creed and ritual 4: extravagant respect or admiration for or devotion to an object of esteem <— the dollar>."
[Webster's Ninth New Collegiate Dictionary, 1983, ISBN 0-87779-510-X, p. 1361]

In these respects, both law and religion are twin sisters, because the object of BOTH is "obedience" and "submission" to a "sovereign" of one kind or another. Those in such "submission" are called "subjects" in the legal field. The only difference between REAL religion and state worship is WHICH sovereign: God or man:

"Obedientia est legis essentia. Obedience is the essence of the law. 11 Co. 100."
[Bouvier :s Maxims of Law, 1856;

A quick way to determine whether you are engaging in idolatry is to look at whether the authority being exercised by a so-called "government" has a "natural" source, meaning whether any human being who is not IN the government can lawfully exercise such authority. If they cannot, you are dealing with a state-sponsored religion and a de facto government rather than a REAL, de jure government.

Lesson 3

Consent from a religious perspective

3.1 God only relates to People who consent through covenants!

God is a gentleman. He only relates to His people by consensually contracting with them. These contracts are called "covenants" in the Bible. Contracts *are* civil agreements. Covenants are religious agreements. And contracts...by definition...always have conditions that are binding on **both** parties. The entire Bible, in fact, describes the eternal covenant between God and His followers. It tells the history of all the consequences of both obeying and disobeying that covenant. The disobedience began when Eve ate the fruit and thereby violated the covenant. See Genesis 3. The consequence of that disobedience was separation from God by being kicked out of the Garden.

There are four elements to all covenants or contracts:

1. Mutual exchange of lawful benefits.
2. Explicit conditions of performance binding on both parties. *Requirement for Consent*
3. Both parties act freely without duress.
4. There is a penalty clause for failing to fulfill the conditions of the contract.

The fundamental element in the religious contract with God is the exchange of benefits. When benefits are offered and accepted ...obligations are incurred and a contract goes live and online (so to speak). The covenant with God puts our relationship to God on a sound rational basis...as opposed to only a mystical basis. We cannot merely believe or pray to be in God's good graces...under the covenant we know God's will...we know what we have **to do**.

And we know what the penalty will be if we don't fulfill the conditions of the contract. Failing to live up to the conditions of our contract with God is sin. And it activates the penalty clause. When God applies the penalty for breaking our contract with him...he is not acting without mercy. He must apply the penalty clause because...Both parties must act and fulfill the agreed upon conditions of the contract.

Even God must act according to his covenant promises. Read Psalm 44...not as a prayer...because it is not a prayer...it is a covenant story. And in that psalm the Israelites...politely but firmly...inform God that he has always been quick to fulfill his covenant promises...but now he is slow to perform under the contract...even though the Israelites are holding to their part of the agreement. They ask God why he is asleep...then they demand that he awake and arise and do as he promised.

Look at some of the early covenants God made with His people in the Bible:

1. Adam and Eve in the Garden of Eden.
2. Story of Noah and the flood.
3. Father Abraham.
4. Moses and the Ten Commandments.

You see all of the elements that define a contract in these covenants.

Those who hold fast to the idea that God loves them unconditionally do not know the Scriptures. When the rich man asks Jesus how to obtain eternal life (Mt 19:16ff) Jesus tells him to keep the Commandments. The Commandments are the covenant conditions for getting to heaven and eternal life.

The Mosaic covenant between God and his people underlies the salvation promised in The New Testament. This point is made elaborately in the gospel of John...

1. If you love me you will keep my commandments (Jn 14:15)...
2. Whoever has my commandments and observes them is the one who loves me (Jn 14:21)...
3. Whoever does not love me does not keep my words (Jn 14:24)

No one can read those words and hold that there are no conditions on the loving relationship between God and his people. And the loving part of the contract...the covenant relationship...is that God binds himself to perform as agreed. We can trust him. If people's contracts with God are in default none of their good works will save them (Mt 7:21ff). God has promised. So...those in ministry who help form and direct the spiritual lives of the people always need to ask: "*Do you keep the Commandments?*"

Because the very definition of ministry is acting to bring **both minister and people closer to God**.

Attributing unconditional love to God is a Christian heresy because it prevents us from believing ourselves accountable and liable to penalty for disobeying the terms of the covenant between God and his people. Any attempt to separate Christians from the penalties called for under the covenant:

1. Turns Jesus essentially into a liability insurance salesman from the wrath of God.
2. Turns Christianity into a fire insurance program from the fires of hell.
3. Turns tithes into liability insurance premiums.

But Peter said to him, "Your money perish with you, because you thought that the gift of God could be purchased with money! You have neither part nor portion in this matter, for your heart is not right in the sight of God. Repent therefore of this your wickedness, and pray God if perhaps the thought of your heart may be forgiven you. For I see that you are poisoned by bitterness and bound by iniquity."

Then Simon answered and said, "Pray to the Lord for me, that none of the things which you have spoken may come upon me." [\[Acts 8:18-24 Bible. NIC.111\]](#)

4. Turns the church into a place of business, which is the ONLY thing Jesus ever got angry about. See Matt 21:12-17.

Then Jesus went into the temple of God and drove out all those who bought and sold in the temple, and overturned the tables of the money changers and the seats of those who sold doves. And He said to them, "It is written, 'My house shall be called a house of prayer,' but you have made it a 'den of thieves.'"
[Matt. 21:12-13, Bible, NKJV]

The above type of corruption was instituted originally by the Catholic Church, which during the dark ages offered "indulgences", which were advanced permission to sin and be forgiven offered for a generous fee to the church. Here is how one prominent biblical scholar describes this corruption and commercialization of Christianity, which he calls paganism:

What such revivalism and pietism espouses is a limited liability universe in God's name. It is thus atheism under the banner of Christ. It claims freedom from God's sovereignty and denies predestination. It denies the law, and it denies the validity of the curses and blessings of the law. Such a religion is interested only in what it can get out of God: hence, "grace" is affirmed, and "love," but not the law, nor God's sovereign power and decree. But smorgasbord religion is only humanism, because it affirms the right of man to pick and choose what he wants; as the ultimate arbiter of his fate, man is made captain of his soul, with an assist from God. Pietism thus offers limited liability religion, not Biblical faith.

According to Heer, the medieval mystic Eckhart gave to the soul a "sovereign majesty together with God. The next step was taken by the disciple, Johannes of StarAllev, who asked if the word of the soul was not as mighty as the word of the Heavenly Father. "2 In such a faith, the new sovereign is man, and unlimited liability is in process of being transferred to God.

In terms of the Biblical doctrine of God, absolutely no liabilities are involved in the person and work of the Godhead. God's eternal decree and sovereign power totally govern and circumscribe all reality, which is His creation. Because man is a creature, man faces unlimited liability: his sins have temporal and eternal consequences, and he cannot at any point escape God. Van Til has summed up the matter powerfully:

"The main point is that if man could look anywhere and not be confronted with the revelation of God then he could not sin in the Biblical sense of the term. Sin is the breaking of the law of God. God confronts man everywhere. He cannot in the nature of the case confront man anywhere if he does not confront him everywhere. God is one; the law is one. If man could press one button on the radio of his experience and not hear the voice of God then he would always press that button and not the others. But man cannot even press the button of his own self-consciousness without hearing the requirement of God."³

But man wants to reverse this situation. Let God be liable, if He fails to deliver at man's request. Let man declare that his own experience pronounces himself to be saved, and then he can continue his homosexuality or work in a house of prostitution, all without liability. Having pronounced the magic formula. "I accept Jesus Christ as my personal lord and savior," man then transfers almost all the liability to Christ and can sin without at most more than a very limited liability. Christ cannot be accepted if His sovereignty. His law, and His word are denied. To deny the law is to accept a works religion, because it means denying God's sovereignty and assuming man's existence in independence of God's total law and government. In a world where God functions

² Friedrich Heer, *The Intellectual History of Europe*, p. 179.

³ Cornelius Van Til, *A Letter on Common Grace* (Philadelphia: Presbyterian and Reformed Publishing Company, 1955), p. 40 f.

only to remove the liability of hell, and no law governs man, man works his own way through life by his own conscience. Man is saved, in such a world, by his own work of faith, of accepting Christ. not by Christ's sovereign acceptance of him. Christ said, "Ye have not chosen me, but I have chosen you" ([John 15:16](#)). The pietist insists that he has chosen Christ; it is his work, not Christ's. Christ, in such a faith, serves as an insurance agent, as a guarantee against liabilities, not as sovereign lord. This is paganism in Christ's name. In paganism, the worshipper was not in existence. Man did not worship the pagan deities, nor did services of worship occur. The temple was open every day as a place of business. The pagan entered the temple and bought the protection of a god by a gift or offering. If the god failed him, he thereafter sought the services of another. The pagan's quest was for an insurance, for limited liability and unlimited blessings. and, as the sovereign believer, he shopped around for the god who offered the most. Pagan religion was thus a transaction, and, as in all business transactions, no certainty was involved. The gods could not always deliver, but man's hope was that, somehow, his liabilities would be limited.

The "witness" of pietism, with its "victorious living," is to a like limited liability religion. A common "witness" is, "Praise the Lord, since I accepted Christ, all my troubles are over and ended." The witness of Job in his suffering was, "Though he slay me, yet will I trust him" ([Job 13:15](#)). St. Paul recited the long and fradid account of his sufferings after accepting Christ: in prison, beaten, shipwrecked, stoned, betrayed, "in hunger and thirst,...in cold and nakedness" ([II Cor. 11:23-27](#)). Paul's was not a religion of limited liability nor of deliverance from all troubles because of his faith.

*The world is a battlefield, and there are casualties and wounds in battle, but the battle is the Lord's and its end is victory. To attempt an escape from the battle is to flee from the liabilities of warfare against sinful men for battle with an angry God. To face the battle is to suffer the penalties of man's wrath and the blessings of God's grace and law.
[The Institutes of Biblical Law Rousas John Rushdoony. 1973, pp. 664-669]*

If you would like to learn more about the fascinating subject of this section, please see:

3.2 God forbids believers to contract away rights to government or civil rulers¹

Here is the First Commandment from Exodus 20:1-6:

*1.1, the Lord. am your God, who [acted and] brought you out of the land of Egypt, that place of slavery.
[Therefore...] 2. You shall not have other gods besides me.*

God makes it clear that the state gods of Pharaoh could not release them from slavery. Though Pharaoh was obstinate in keeping the Israelites in slavery...he could not prevent the God of Israel from delivering them. Then God claimed the allegiance that the Israelites formerly had for the Pharaoh. Allegiance is a covenant between a people and their protector. From now on God would be the only protector of the Israelites. These are the elements of the First Commandment. And it's easy enough to recite. However to understand the Commandment, there are four things to take note of so that you can grasp what obligations you incur under this, the first condition of God's covenant with humanity.

The First Commandment is First because:

1. In any contract, with God or with humanity, from time immemorial to the present day, the parties to the contract must be clearly identified.
2. And God identifies himself as the one God who can act in the world, the one not made of stone, or wood or any other inert substance. He is the God who acted and brought his chosen people out of slavery (which they did not always think was a good idea [Ex 16:2, 17:3]).
3. That means they must not choose slavery ever again though they were inclined to (Ex 16:2).
4. God makes clear that loving him is not pious sentimentality played out amid hymns and incense...but love is actively keeping the Commandments. He reiterates this in Matthew. 19:17ff and John 14:15,21,23,24.

That means that we today cannot choose slavery, it is prohibited by the First Commandment. Slavery means to be unable to choose (makes sense!) and follow God's law when man's law conflicts with it. For example, if a police officer pulls you over for doing 100 mph in a 35 mph zone...you cannot say "Sony officer, I only obey God's law and he doesn't have speed limits". Speed limits do not offend God's law. But, if you are the Christian administrator of a Christian hospital...and you have subjected the institution to man's law...and man's law requires your medical staff to perform partial birth abortions...then as a slave to man's law you have a conflict with God's law...Thou shalt not murder...and as a slave you have no choice. To choose slavery, a condition where you can only do what your master dictates, is to repudiate and reject the Lord God...who proves over and over that he will provide for us (Mt 6:25ff).

The Lord says to Moses...*"I have heard the complaints of the children of Israel. Speak to them, saying, 'At twilight you shall eat meat, and in the morning you shall be filled with bread. And you shall know that I am the LORD your God,'"*[Exodus 16:12, Bible, NKJV]

Only the living God could even make such a promise...and deliver on it. Inert carved idols cannot. To believe that stones, bones, religious talismans and such like contain living power over what happens to you is simply magical thinking...pagan mysticism. The serpent convinced Eve in the Garden of Eden (Gn 3:4) that a piece of fruit had the power to make her like God!! Go figure. To believe inert objects have divine power to benefit you is an idea God rejects at once in the First Commandment...Thou shalt not have strange gods before me. Only the living God can create and give you benefits. And he always wants something in return...

Requirement for Consent "Keep my Commandments".

Like the Israelites, who yearned to go back to Egypt and enjoy the known benefits of the Pharaoh.. we often want the source of our benefits and sustenance to be based on the mostly empty political promises of earthly government...founded in Marx's ten commandments and often called Christian socialism.

God's ministers, the ones he chooses and relies upon to bring his people safely home, enslave themselves to being agents of the state by preaching the 'commandments' of an earthly master and promising not to preach God's Commandments, the first of which is you shall not repudiate the Lord without punishment by returning to slavery under earthly 'Pharaohs'

Christian ministers make this promise to earthly government by consenting to silence themselves about God's law when...for example...they sign the 501c3 application and seek and consent to be governed by earthly masters. And the earthly government warns them that they need not apply for government restrictions on their ability to preach God's law. Or by presiding at marriage ceremonies as licensed agents of the state and not as agents of God (you cannot be both...you cannot serve God and mammon).

That's how those who volunteer to show allegiance to human-made law...when it conflicts with God's law...violate God's First Commandment prohibition against returning to 'Egypt' and embracing slavery.

Understood correctly, the First Commandment is to reject slavery. And the reason is because "I am, the Lord your God who brought you out of slavery". God cannot bring you out of slavery and then authorize you to choose it. That would be a contradiction and contradictions are never true...they are always false. And God...the source of truth...cannot be false.

And there is a good reason why the first thing God does for his people is to bring them out of slavery. You cannot contract with anyone who...like a slave...cannot give their free consent. And even God must have our consent to govern us because he created us to be free and have choice so that we could even choose sin...as did Adam and Eve in the Garden of Eden.

God sought the Israelites *consent* to be His people. The Lord said to Moses

"I will now rain down bread from heaven for you. Each day the people are to go out and gather their daily portion [and no more]; thus will I test them, to see whether they follow my instructions or not."

The Israelites were only to take what they needed and not display a lack of trust by storing up more food than their daily portion. God tested their faith to see if they believed he would continue to provide for them. Jesus reiterates this in Matthew's gospel (Matt. 6:25ff). But...disliking the hardships...and fearing that God could not be trusted...on their way to a land of freedom... and yearning to renew their indentured servant relationship to Pharaoh...the Israelites were free to withhold their consent and to reject God.

Isn't it unbelievable that the Israelites... moved outside their comfort zone by God's rescuing them from slavery...would complain like this...

"Why did you bring us out of Egypt? Did we not tell you this in Egypt, when we said, 'Leave us alone. Let us serve the Egyptians'? Far better for us to be the slaves of the Egyptians than to die in the desert." Ex 14:11-12]

So what might prevent you from obeying the First Commandment. What and who (including yourself) might you be a slave to that requires you to displace God's law with man's law or your own law based solely on your feelings? Or what inert objects do you believe to have beneficial or evil power over you? Certain crystals prescribed by "new wave" religions? In what ways do you promulgate human law even when it contradicts God's law. Isn't it a wonderful law when someone says to you "You shall NOT be a slave"?

3.3 The Main difference between God and Satan is How they Procure your Consent and Cooperation

The method by which consent is procured characterizes the main distinction, in fact, between the nature of God and the nature of Satan.

1. God always procures your consent voluntarily and with full disclosure.
 - 1.1. He motivates people primarily through love.
 - 1.2. He gave you a whole book full of his Truth, His Covenants, and His promises and described in excruciating detail everything that happened both to those who accepted his covenant voluntarily and those who didn't.
 - 1.3. He wants to talk to you constantly through prayer.
 - 1.4. He manifests Himself continually through the Holy Spirit, which is what most people call our conscience.
 - 1.5. Everywhere we go, the Truth of the laws found in His Holy book are demonstrated to us in everything that happens.
 - 1.6. He doesn't force you to do anything, but instead lets experience teach you what is right and wrong continually.
2. Satan always procures your consent through force, fraud, and deceit and without full disclosure.
 - 2.1. He motivates people primarily through fear.
 - 2.2. He exploits, magnifies, and propagates the human weaknesses that are the source of all of his power, including fear, ignorance, and presumption. He intends to make you a prisoner of your own sin and weakness. John 8:34-35.
 - 2.3. He is called the father of lies. [John 8:44](#)
 - 2.4. He is called the deceiver. [Rev. 12:9, John 8:44.](#)
 - 2.5. Everything he does produces alienation and separation from God and promotes sin.
 - 2.6. He acts out of pride and covetousness.
 - 2.7. He seeks to destroy God and everything that was created in God's image, which means all of human kind.

The key to being a mature Christian is to be able to discern the subtle differences between God and Satan in procuring our consent, cooperation, and allegiance and to recognize these forces at work in all the people we interact with, and especially those in government. We are the sheep and our God is the good Shepherd. If we are to avoid harm, we must recognize our shepherd and follow Him, but avoid Satan, who is a stranger, a thief, and a destroyer. To God, Satan is a "sheep poacher". The parable of the Good Shepherd tells this story clearly in [John 10:1-11](#):

"Most assuredly, I say to you, he who does not enter the sheepfold by the door, but climbs up some other way, the same is a thief and a robber. But he who enters by the door is the shepherd of the sheep. To him the

doorkeeper opens, and the sheep hear his voice; and he calls his own sheep by name and leads them out. And when he brings out his own sheep he goes before them; and the sheen follow him. for they know his voice."
Jesus used this illustration, but they did not understand the things which He spoke to them.

Then Jesus said to them again, "Most assuredly, I say to you, I am the door of the sheen. All who enter came before Me are thieves and robbers, but the sheep did not hear them. I am the door. If anyone enters by Me he will be saved, and will go in and out and find pasture. The thief does not come except to steal, and kill, and to destroy. I have come that they may have life, and that they may have it more abundantly. I am the good shepherd. The good shepherd gives His life for the sheep."

If Jesus came today, would you as His sheep know His voice and recognize Him as your Shepherd? Would you be able to distinguish Him from the Antichrist? [1 John 2:18](#) and [2 John 1:7](#) warn us that there will be many false prophets and antichrists. Have you studied God's word and put on the Armor of God ([Eph 6:11-17](#)) so that you will be able to discern these false prophets and teachers and recognize your Shepherd? The table below will hopefully help you with that process of discernment and judgment. If you as a Christian are unwilling or unable to exercise that level of judgment because you have been taught a false standard of not judging, then may God help your soul because there is no hope for you where you are going:

"The lips of the righteous nourish many, ha Pols die fa, lack of indynent."
[\[Nov. 10:21 Bible, NKJV\]](#)

"Judge not according to appearance, but judge righteous iudgment."
[\[Jesus speaking in John 7:24. Bible, ATICJVI\]](#)

Table 1: Comparison of God with Satan

#	God/Jesus/Holy Spirit	Satan
1	Manifestation of:	Manifestation of:
1.1	Christ (Matt. 1:18-25)	Antichrist (1 John 2:18,22 , 1 John 4:7 , 2 John 1:7)
1.2	Church (Rev. 19:7-8 , Eph. 5:22-25)	Babel/Babylon/State (Gen 10:8-10 , Rev. 17 , Dan. 4:28-33)
1.3	Church is bride of Christ (Eph. 5:22-24)	Sinful city is Harlot of Satan (Rev. 17:1-6)
1.4	The <i>grace</i> and <i>love</i> of God (Rom. 6:14 , 1 John 4:7 , Rom. 7:6)	The <i>law</i> of man (Rom. 7:1-2 , Heb. 10:1)
1.5	Faith in God (John 6:29)	Confidence in men/"princes"/government (see Psalm 118:8-9 , Rev. 18:7)
1.6	Worship God (Exodus 20:1-11)	Worship Baal/false god (1 Kings 18:20-21)
1.7	Obedience (Deu. 12:28 , Acts 5:29)	Rebellion (Gen. 3:4-5)
1.8	Communion with God and each other (Heb. 11:10 , Heb. 10:25)	Isolation (Prov. 18:1 , Rev. 18:7)
1.9	Righteousness (John 5:30)	Sin (John 8:44)
		Prostitution (Prov. 6:24-29 , Hosea 4:11)
		Lying (Exodus 20:16)
		Fornication (Eph. 5:5 , 1 Cor. 6:18)
		Adultery (Exodus 20:14)
		Homosexuality (Lev. 18:22 , 1 Cor. 6:18)
		Pride (Prov. 6:16-17 , Prov. 8:13)
		Envy/covetousness (Exodus 20:17)
		Stealing (Exodus 20:15)
		Disdain for correction (Prov. 10:7 , 13:18 , 29:1)
		Conspiracy (Prov. 6:18)
		Murder (Exodus 20:13)
		Divorce (Mal. 2:16 , Mark 10:2-9)
2	Names of:	Names of:
2.1	Son Of Man (Dan. 7:13 , Matt. 8:20 , Matt. 19:28 , Matt. 20:18)	Lucifer (Is. 14:12)
2.2	Jesus Christ (Rom. 1:3)	dragon, serpent of old (Rev. 20:2)
2.3	Elohim	the wicked one (Eph. 6:16)

#	God/Jesus/Holy Spirit	Satan
2.4	Yahweh	god of this age (2 Cor. 4:4)
2.5	Prince of Peace (Isa. 9:6)	prince of this world (John 12:31 , 14:30)
2.6	Prince of Life (Acts 3:15)	prince of power (Eph. 2:2)
2.7	prince of the kings of the earth (Rev. 1:5)	devil (Jas. 4:7 , Rev. 12:9)
2.8	Savior (1 Tim. 4:10)	anointed cherub (Eze. 28:14)
2.9	Beloved (Eph. 1:6)	Beast (Rev. 19:19-21)
3	Designs of, to:	Designs of, to:
3.1	Be God/creator of all things (Gen. 1)	Be like God/imitator (Isaiah 14:14)
3.2	Do God's work (Luke 2:49 , John 6:38)	Undo God's work (Mark 4:15)
	Destroy Satan's work (Heb. 2:14 , 1 John 3:8)	
3.3	Help (Heb. 13:6)	Slander (Job 1:9-11)
3.4	Draw people to God (John 6:44)	Make people turn away from God (Job 2:4-5)
3.5	Give eternal life (John 10:10,28)	Murder (John 8:44)
3.6	Secure God's worship among men (Exodus 20:1-11)	Secure mankind's worship (Luke 4:6-8)
3.7	Emancipate and give us liberty (Gal. 5:1)	Enslave (John 8:34)
3.8	Watchful and sober (1 Thess. 5:6)	Works in the night while people are asleep to sow tares and strife (Matt. 13:24-32)
3.9	Judge righteously (John 5:30)	Instigate evil (John 13:2,27)
4	Character of:	Character of:
4.1	Sovereign, omnipotent (Rev. 19:6 , Jer.	A being created by God (Eze. 28:12-19 ,

	32:17,27)	Isaiah 14:12-21)
4.2	Unselfish (Phil. 2:3-4)	Selfish (Gen. 3:4-5)
	Servant (Matt. 20:25-28)	
4.3	Humble (Phil 2:8)	Proud, vain, covetous
	Meek (1 Pet. 3:4, Matt. 5:5)	(Gen. 4:3-4, Isaiah 14:13-15)
4.4	Brings life (John 3:16, John 10:10)	Murderer (John 8:44)
4.5	Just and true (Rev. 15:3)	Deceiver (Rev. 12:9, John 8:44)
4.6	Source of all truth (John 14:6)	Father of lies (John 8:44)
4.7	Defender (Ps. 59:1); Shephard (Gen. 49:24)	Adversary (1 Pet. 5:8)
	Advocate (1 John 2:1)	Tempter (Matt. 4:3, 1 Thess. 3:5)
4.8	Righteous (Ps. 145:17; 1 John 3:29))	sinner (1 John 3:4-10)
4.9	Wise (Acts 15:18)	Vain (Isaiah 14:13)
4.10	Obedient to God (John 8:28-29)	Disobedient toward God (Gen 3:4-5, Eph. 2:2)
	Obedient unto death (Phil. 2:8)	
4.11	Light (Gen. 1:4, 1 John 1:5, John 8:12)	darkness (Luke 11:34, Acts 26:18)
		lost (John 17:12)
4.12	Peaceful (Rom. 14:19-20, James 3:18)	Contentious (Prov. 18:6)
4.13	Righteous judge (2 Tim. 4:8)	Self-righteous (Prov. 12:15)
4.14	Brief, terse (Matt. 5:37)	Wordy (Eccl. 10:12-14)
4.15	Forgiving (Ex. 34:7)	Wrathful (Eph. 2:3)
4.16	Loving (John 3:16; 1 John 4:21)	Hating (1 John 2:9-11)
4.17	Pure in heart (Matt. 5:8)	Originally perfect in his ways (Eze. 28:15)
		Corrupted by affluence (Eze. 28:16)
4.18	Full of <i>Godly</i> wisdom (Prov. 2:1-9)	Full of <i>worldly</i> wisdom but pride and vanity
		corrupted his wisdom (Eze. 28:12,17)
4.19	Faithful (Heb. 10:23)	Unfaithful/harlot (Rev. 17)
5	Methods:	Methods:
5.1	Invisible (John 1:18)	Disguises himself (2 Cor. 11:13-14)
5.2	Not the author of doubt (1 Cor. 14:33)	Insinuates doubt (Gen. 3:1)
	Made known (Ps. 103:7)	
5.3	Perfect (Ps. 18:30)	Misuses scripture (Matt. 4:5-6)
5.4	Uses love (1 John 4:8, 16)	Uses schemes (2 Cor. 2:11)

#	<i>God/Jesus/Holy Spirit</i>	<i>Satan</i>
5.5	Healer (Ex. 15:26)	Afflicts believers (Luke 13:16)
6	Executes judgment:	Judgment upon:
6.1	Executes great white throne judgment (Rev. 20:11-15)	Bound (Mark 3:27)
6.2	Captures and destroys Satan (Rev. 19:20-21)	Cast out (John 12:31)
6.3	Judges living and dead (Acts 10:42)	Judged (John 16:11)
6.4		Bruised (Rom. 16:20)
6.5		Assigned to hell (Matt. 25:41)

Lesson 4

The true meaning of "voluntary"

Next, we will analyze what "voluntary" really means. Black's Law Dictionary deceptively defines the word "voluntary" as follows:

voluntary. "Unconstrained by interference; unimpelled by another's influence; spontaneous; acting of oneself: *Coker v. State*, 199 Ga. 20, 33 S.E.2d. 171, 174. Done by design or intention. Proceeding from the free and unrestrained will of the person. Produced in or by an act of choice. Resulting from free choice, without compulsion or solicitation. The word, especially in statutes, often implies knowledge of essential facts. Without valuable consideration; gratuitous, as a voluntary conveyance. Also, having a merely nominal consideration; as, a voluntary deed." [Black's Law Dictionary, Sixth Edition, p. 1575]

Remember, lawyers licensed by a corrupted government with a conflict of interest wrote the above and the goal they had was to keep you from seeing the real truth so they could perpetuate their livelihood and prestige. They tip-toed around the real issue by using "free choice" and "free will", without explaining from where these two things originate. This is what we call "legal peek-aboo". The result is that they told you everything about the word "voluntary" except the most important thing, which is the relationship of the word to "consent". You can throw out all that lawyer double-speak crap above and replace the definition with the following, which is very simple and easy to comprehend and which speaks the complete truth:

"voluntary. Proceeding of one's own initiative from consent derived without duress, force, or fraud being applied. Proceeding with the informed and full knowledge and participation of the person or entity against whom any possibly adverse consequences or liabilities may result, and which the consenting party wills and wishes to happen."

The reason duress cannot exist in order for a law or contract to be enforceable is that any contract or commitment made in the presence of duress is void or voidable, according to the American Jurisprudence (Am.Jur) Legal Encyclopedia:

"An agreement [consensual contract] obtained by duress, coercion, or intimidation is invalid, since the party coerced is not exercising his free will, and the test is not so much the means by which the party is compelled to execute the agreement as the state of mind induced. ⁵ Duress, like fraud, rarely becomes material, except where a contract or conveyance has been made which the maker wishes to avoid. As a general rule, duress renders the contract or conveyance voidable, not void, at the option of the person coerced, ⁶ and it is susceptible of ratification. Like other voidable contracts, it is valid until it is avoided by the person entitled to avoid it. ⁷ However, duress in the form of physical compulsion, in which a party is caused to appear to assent when he has no intention of doing so, is generally deemed to render the resulting purported contract void. ⁸"
[American Jurisprudence 2d, Duress, X21]

⁵ Brown v. Pierce, 74 U.S. 205, 7 Wall 205, 19 L.Ed. 134

6 Barnette v. Wells Fargo Nevada Nat'l Bank, 270 U.S. 438, 70 L.Ed. 669, 46 S.Ct. 326 (holding that acts induced by duress which operate solely on the mind, and fall short of actual physical compulsion, are not void at law, but are voidable only, at the election of him whose acts were induced by it); Faske v. Gershman, 30 Misc.2d. 442, 215 N.Y.S.2d. 144; Glenney v. Crane (Tex Civ App Houston (1st Dist)) 352 S.W.2d. 773, writ ref n r e (May 16, 1962); Carroll v. Fetty, 121 W.Va 215, 2 SE.2d 521, cert den 308 U.S. 571, 84 L.Ed. 479, 60 S.Ct. 85.

Faske v. Gershman, 30 Misc.2d. 442, 215 N.Y.S.2d. 144; Heider v. Unicume, 142 Or. 416, 20 P.2d. 384; Glenney v. Crane (Tex Civ App Houston (1st Dist)) 352 S.W.2d. 773, writ ref n r e (May 16, 1962)

⁸ Restatement 2d, Contracts § 174, stating that if conduct that appears to be a manifestation of assent by a party who does not intend to engage in that conduct is physically compelled by duress, the conduct is not effective as a manifestation of assent.

All governments are established EXCLUSIVELY for the protection of PRIVATE rights. The first step in protecting private rights, in turn, is to prevent them from being converted into public rights and public property without the consent of the owner. Therefore, anyone in government who calls anything voluntary is committing FRAUD if they refuse to protect your right to NOT volunteer by:

1. Readily recognizing that those who do NOT consent exist. For instance, recognizing and protecting the fact that:
 - 1.1. Not everyone is a "driver" under the vehicle code, and it is OK to travel WITHOUT a "license" or permission from the government if you are not using the roadways to conduct business activity.
 - 1.2. "nontaxpayers" or "persons other than statutory taxpayers" exist.
 - 1.3. You are encouraged and allowed to get married WITHOUT a state license and write your own marriage contract.

The family code is a franchise and a contract. Since you have a right NOT to contract, then you have a right to write your own marriage contract that excludes ANY participation by the government or any right by the government to write the terms of the marriage contract.

2. Prosecuting those who engage in any of the following activities that injure non-consenting parties:
 - 2.1. Institute duress against people who are compelled to misrepresent their status on a government form as a precondition of doing business. Banks and employers do this all the time and it is CRIMINAL.
 - 2.2. PRESUME that you are a consenting party and franchisee, such as a "taxpayer", "driver", "spouse", etc. We call this "theft by presumption", because such a presumption associates you with the obligations of a status you do not have because you didn't consent to have it.
3. Providing forms and checkboxes on existing forms that recognize those who don't consent or volunteer, such as a "nontaxpayer" or "nonresident non-individual" block on tax withholding forms.
4. Providing a block on their forms that says "Not subject but not statutorily 'exempt'". An "exempt" person is, after all, someone who is otherwise subject but is given a special exclusion for a given situation. One can be "not subject" without being statutorily "exempt".
5. Providing forms and remedies for those who are either nonresidents or those who have been subjected to duress to misrepresent their status as being a franchisee such as a "taxpayer".
6. Providing a REAL, common law, non-franchise court, where those who are not party to the franchise can go to get a remedy that is just as convenient and inexpensive as that provided to franchisees. Example: U.S. Tax Court Rule 13(a) says that only franchisees called statutory "taxpayers" can petition the court, and yet there is not equally convenient remedy for NONTAXPAYERS and judges in district court harass, threaten and penalize those who are "nontaxpayer".
7. Dismissing all cases filed in franchise courts such as U.S. Tax Court by "nontaxpayers" and stopping all collection activity against those who are not statutory franchisees called "taxpayers". Otherwise, the practical effect is that the party petitioning the court is electing him or herself into a public office and engaging in the criminal activity of impersonating a public officer franchisee called a "taxpayer" in violation of 18 U.S.C. §912.

It is a maxim of law that gross negligence is equivalent to FRAUD. If they CALL something "voluntary" and yet refuse to ENFORCE all the above, it is gross negligence and therefore fraud under the common law:

Lata culpa doh) aequiparatur. Gross negligence is equal to fraud. [Bouvier's Maxims of Law, 1856;

A failure to implement all of the above by those who call themselves "government" is also a violation of the requirement for "equal protection of the law" that is the foundation of the United States Constitution. Any organization that calls itself a "government" and that does NOT provide ALL the remedies indicated above is a de facto government that is engaging in "selective enforcement" to benefit itself personally and financially and has a criminal conflict of financial interest. Here is how the U.S. Supreme Court describes such a de facto government:

"[i]t must be conceded that there are [PRIVATE] rights [and property] in eve[y] free government beyond the control of the State [or any judge or jury]. A government which recognized no such Helms, which held the lives, liberty and property of its citizens, subject at all times to the disposition and unlimited control of even the most democratic depository of power, is after all a despotism. It is true that it is a despotism of the many--of the majority, if you choose to call it so--but it is not the less a despotism."
[Loan Assoc. v. Topeka [87 U.S. \(20 Wall.\) 655](#) 665 (1874)]

The de facto government described above that REFUSES to do the MAIN job it was created to do of protecting PRIVATE rights is extensively described in:

The Declaration of Independence says that all just powers of government derive from the "consent" of the governed, which implies that anything not consensual is unjust. "Consent" is the real issue, not "free will". When a government lawyer is prosecuting a rape perpetrator, he doesn't talk about whether the woman "volunteered" to have sex by failing to fight her attacker. Instead, he talks about whether she "consented".

"As used in the law of rape 'consent' means consent of the will, and submission under the influence of fear or terror cannot amount to real consent. There must be an exercise of intelligence based on knowledge of its significance and moral polity and there must be a [free, uncoerced] choice between resistance and assent. And if a woman resists to the point where further resistance would be useless or until her resistance is overcome by force or violence, submission thereafter is not 'consent'." [Black's Law Dictionary, Sixth Edition, p. 305. emphasis added]

Somehow, these same federal prosecutors, when THEY become the "financial rapists" of the citizenry, suddenly magically and mysteriously "forget" about the requirement for the same kind of "consent" in the context of taxes on the labor of a human being. Like the all too frequent political scandals that haunt American politics, they develop "selective amnesia" about the fact that slavery and involuntary servitude were outlawed by the Thirteenth Amendment, and that taxes on labor are slavery. For no explicable or apparent reason that they are willing to admit, they mysteriously replace the forbidden "consent" word with a nebulous "voluntary compliance" so there is just enough "cognitive dissonance" to keep the jury in fear and doubt so they can be easily manipulated to do the government's illegal lynching of a fellow citizen. Who better than a lawyer would use language to disguise the criminal nature of their acts? Apparently, financial rape is OK as long as the government is doing the raping and as long as government lawyers are careful to use "politically correct" words to describe the rape like "voluntary compliance". Do women being raped "voluntarily comply" with their rapists at the point they quit fighting? We think not, and the same thing could be said of those who do not wish to participate in a corrupted and unconstitutionally administered tax system under protest.

In a free country such as we have in America, consent is mandatory in every human interaction. The basis for protecting rights within such an environment is the free exercise of our power to contract. All law in a society populated by Sovereigns is based on our right to contract. If we are entering into a consensual relationship with another party where risk may be involved, we can write a contract or agreement to define the benefits and liabilities resulting from that relationship and use the court system to ensure adherence to the contract.

Contract. *An agreement between two or more [sovereign] persons which creates an obligation to do or not to do a particular thing. As defined in Restatement. Second. Contracts §3: "A contract is a promise or a set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty." A legal relationships consisting of the rights and duties of the contracting parties; a promise or set of promises constituting an agreement between the parties that gives each a legal duty to the other and also the right to seek a remedy for the breach of those duties. Its essentials are competent parties, subject matter, a legal consideration, mutuality of agreement, and mutuality of consideration. Lamoureux v. Burrillville Racing Ass'n, 91 R.I. 94, 161 A.2d. 213, 215.*

Under U.C.C., term refers to total legal obligation which results from parties' agreement as affected by the Code. Section 1-201(11). As to sales, "contract" and "agreement" are limited to those relating to present or future sales of goods, and "contract for sale" includes both a present sale of goods and a contract to sell goods at a future time. U.C.C. §2-106(a).

The writing which contains the agreement of parties with the terms and conditions, and which serves as a proof of the obligation
[Black's Law Dictionary, Sixth Edition, p. 322]

Our personal rights and our ability to protect them through our power to contract is the essence of our sovereignty and our rightful ownership over our life, liberty, and property. There are several ways in which we use our power to contract as a means of protection:

1. The U.S. Constitution and our state constitutions are all contracts between us and our public servants. Every public servant must swear an oath to uphold and defend this contract. Willful violation of this Contract is called "Treason" and is punishable by death. These contracts, in fact, are the ones responsible for the creation of all federal and state governments.
2. Marriage licenses are a contract between us, the state, AND our partner. There are THREE, not TWO parties to this contract. In that sense, getting a marriage license makes us into a polygamist. Signing this contract makes us subject to the Family Code in our state. We cannot be subject to these codes any other way, because Common Law Marriage is not recognized in most states.
3. Employment agreements are contracts between us and our prospective employer.
4. Trust deeds on property are contracts between the buyer, the finance company, and the county government.
5. Citizenship is contract between you and the government. The only party to the contract who can revoke the contract is you, and NOT your government.

In the Bible, contracts are called "covenants" or "promises" or "commandments". In law, contracts are called "compacts":

"Compact, n. An agreement or contract between persons, nations, or states. Commonly applied to working agreements between and among states concerning matters of mutual concern. A contract between parties, which creates obligations and rights capable of being enforced and contemplated as such between the parties. In their distinct and independent characters. A mutual consent of parties concerned respecting some property or right that is the object of the stipulation, or something that is to be done or forborne. See also Compact clause; Confederacy; Interstate compact; Treaty." [Black's Law Dictionary, Sixth Edition, p. 281]

In the context of government, the Great IRS Hoax, Form #11.302 section 4.3.1 shows that our government is a "government by compact", which is to say that the Constitution is a contract between us, who are the Masters, and our public servants, who are our servants and agents:

*"In Europe, the executive is synonymous with the sovereign power of a state...where it is too commonly acquired by force or fraud, or both...In America, however the case is widely different. **Our government is founded upon compact !consent expressed in a written contract called a Constitution or in positive law. Sovereignty was, and is in the people las individuals: that's mull.**"*
[Glass v. The Sloop Betsey, 3 (U.S.) Dali 6]

The Supreme Court agreed that all laws in any civil society are based on collective consent of the Sovereign within any community when it said:

*"Undoubtedly no single nation can change the law of the sea. That law is of universal obligation, and no statute of one or two nations can create obligations for the world. **Like all the laws of nations, it rests upon the common consent of civilized communities.**"*
[The Scotia, 81 U.S. (14 Wall.) 170 (1871)]

The legal profession has been trying to escape revealing the Master/Servant fiduciary relationship established by the contract and trust indenture called our Constitution by removing such important words as "public servant" from the legal dictionary, but the relationship still exists. Ever wonder what happened to that word? Greedy lawyer tyrants and the politicians who license and oppress them don't want you knowing who is in charge or acting like a the Master that you are.

The Constitution governs our horizontal relationship with our fellow man, which the Bible calls our "neighbor". Likewise, the Bible governs our vertical relationship with our Creator and it is the origin of all our earthly rights. Our rights are Divine rights direct from God Himself. The Declaration of Independence says so. We as believers in God are bound by the contract or covenant called the Bible to obey our Master and Maker, who is God. This makes us into His temporary fiduciaries and servants and ambassadors while we are here on earth.

"I am your servant; give me discernment that I may understand your [God's] testimonies [laws]."
[Psalm 119:125, Bible, NKJV]

"In Your [God's] mercy cut off my enemies, and destroy all those who afflict my soul; for I am Your servant."
[Psalm 143:12, Bible, NKJV]

If we violate our treaty or contract with God by violating His laws found in the Bible and thereby injure our neighbor or fellow American, then we must be stripped by God Himself of our stewardship and most of the benefits and blessings of the contract that created it by using the "police powers" we delegated to our public servants. One of the greatest benefits and rewards of respecting and keeping our contract and covenant with God, of course, is personal sovereignty, liberty, and the right to rule and direct the activities of our public servants:

"Now the Lord is the Spirit; and where the Spirit of the Lord is, there is liberty."
[2 Cor. 3:17, Bible, NKJV]

"Humble yourselves in the sight of the Lord, and He will lift you up [above your public servants and government]." [James 4:10, Bible, NKJV]

The reason we must be divested of our sovereignty as a criminal member of society is that we can't be allowed to direct the activities of a government using our political rights unless we continually demonstrate mature love and concern for our fellow man, because the purpose of government is to protect and not harm our neighbor. Unless we know how to govern ourselves and protect and love our neighbor and not harm him, then we certainly can't lead or teach our public servants to do it! If we violate the very purpose of government with our own personal actions in hurting others, we simply can't and shouldn't be allowed to direct those who would keep us from being injured by such activities because doing so would be a conflict of interest.

It shouldn't come as a surprise that there are limits on our right and power to contract within a republican system of government. These limits apply not only to our private contracts with other sovereign entities, but *also* to our ability to delegate authority to the governments we created through the written contract called the U.S. Constitution. The Supreme Court said the following about these limits in respect to our ability to write "law" that can be enforced against society generally:

*"In Calder v. Bull, which was here in 1798. Mr. Justice Chase said, that there were acts which the Federal and State legislatures could not do without exceeding their authority !from GOD. And among them he mentioned a law which punished a citizen for an innocent act: a law that destroyed or impaired the lawful private /labor/ contracts land labor compensation, e.g. earnings from employment through compelled W-4 withholdinel of citizens: a law that made a man fudge in his own case: and a law that took the property from A /the worker/. and nave it to B !the government or another citizen, such as through social welfare programs[. It is against all reason and justice.' he added. 'for a people to intrust a legislature with such powers. and therefore it cannot be presumed that they have done it. They may command what is right and prohibit what is wrong: but they cannot change innocence into guilt, or punish innocence as a crime, or violate the right of an antecedent lawful private 'employment/ contract: compelling W-4 withholding. for instance), or the right of private property. **To maintain that a Federal or State legislature possesses such powers [of THEFT!] if they had not been expressly restrained, would, in my opinion, be a political heresy altogether inadmissible in all free republican, governments.**' 3 Dall. 388.- [Sinking Fund Cases, 99 U.S. 700 (1878)]*

In the quote below, the Supreme Court has also held that that no man can be compelled to participate in any government welfare or social benefit program.

"Men are endowed by their Creator with certain unalienable rights, -life, liberty, and the pursuit of happiness:-' and to 'secure,' not grant or create, these rights, governments are instituted. That property which a man has honestly acquired he retains full control of. subject to these limitations:

*[U First, that he shall not use it to his neighbor's War. and that does not mean that he must use it for his neighbor's benefit:
121 second, that if he devotes it to a public use, he gives to the public a right to control that use: and
131 third, that whenever the public needs require, the public may take it upon payment of due compensation.
[Budd v. People of State of New York, 143 U.S. 517 (1892)]*

Notice the Supreme Court held: "he shall not use it this property or labor or income! To his neighbor's injury, and that does not mean that he must /or can be required by the government use it for his neighbor's benefit".

Since over 56% of all federal expenditures go to pay for social benefit programs (see section 1.12 earlier), then it also stands to reason that no one can be compelled to participate in the federal income tax that funds those programs. The secret the government uses to part a fool and his money through the fraudulent administration of the tax laws is item (2) in the quote above, whereby the lies of the IRS cause us to unwittingly donate our private property to a "public use" and give the government free control over it. This is what happens when we inadvertently connect our labor or assets to a "public office" or a "trade or business" by:

1. Filing information returns (IRS Forms W-2-1042-S, 1098, 1099) on ourselves which are FALSE in most cases.
 2. Using government property, the Social Security Number or Taxpayer Identification Number, in connection with our otherwise private labor.
 3. Refusing to correct or remedy those who file false returns in our name in violation of 26 U.S.C. §7434 and 26 U.S.C. §7206. The prosecution rests its case, your Honor.
 4. Filling out the wrong tax form such as the W-4 and thereby fraudulently misrepresenting ourself as a statutory government "employee" per 26 U.S.C. §3401(c).

Lesson 5

The Dower to define the significance of your OWN words is the ORIGIN of your right to contract:

The status that you voluntarily associate with yourself under a specific compact or written law is the method by which you exercise the unalienable right to contract and associate. The First Amendment guarantees us a right of freedom from compelled association and, by implication, freedom from being connected with any statutory status that implies either legal or political association with any specific government:

Just as there is freedom to speak, to associate, and to believe, so also there is freedom not to speak, associate, or believe "The right to speak and the right to refrain from speaking [on a government tax return, and in violation of the [Fifth Amendment](#) when coerced, for instance! are complementary components of the broader concept of 'individual freedom of mind.' " [Wooley v. Maynard](#), [430 U.S. 703] (1977). Freedom of conscience dictates that no individual may be forced to espouse ideological causes with which he disagrees:

"[At the heart of the [First Amendment](#) is the notion that the individual should be free to believe as he will, and that in a free society one's beliefs should be shaped by his mind and by his conscience rather than coerced by the State [through illegal enforcement of the revenue laws]. " [Aboud v. Detroit Board of Education](#) [431 U.S. 209](1977)

Freedom from compelled association is a vital component of freedom of expression. Indeed, freedom from compelled association illustrates the significance of the liberty or personal autonomy model of the [First Amendment](#). As a general constitutional principle, it is for the individual and not for the state to choose one's associations and to define the persona which he holds out to the world. [\[First Amendment Law\]](#) Barron-Dienes, West Publishing, ISBN 0-314-22677-X, pp. 266-2671

Likewise, the U.S. Constitution at Article 1, Section 10 implicitly grants us a right to be free from being forced to contract with or enter into a franchise with any government. This implies that once again, you cannot lawfully be compelled to assume any specific status or obligation associated with any status under any government civil law.

Independent of these views, there are many considerations which lead to the conclusion that the power to impair contracts. by direct action to that end, does not exist with the general government. In the first place, one of the objects of the Constitution, expressed in its preamble, was the establishment of justice, and what that meant in its relations to contracts is not left, as was hotly said by the late Chief Justice, in [Hepburn v. Griswold](#), to inference or conjecture. As he observes, at the time the Constitution was undergoing discussion in the convention, the Congress of the Confederation was engaged in framing the ordinance for the government of the Northwestern Territory, in which certain articles of compact were established between the people of the original States and the people of the Territory, for the purpose, as expressed in the instrument, of extending the fundamental principles of civil and religious liberty, upon which the States, their laws and constitutions, were erected. By that ordinance it was declared, that, in the just preservation of rights and property. 'no law ought ever to be made, or have force in the said Territory, that shall, in any manner, interfere with or affect private contracts or engagements bona fide and without fraud previously formed.' The same provision, adds the Chief Justice, found more condensed expression in the prohibition upon the States against impairing the obligation of contracts, which has ever been recognized as an efficient safeguard against injustice; and though the prohibition is not applied in terms to the government of the United States, he expressed the opinion, speaking for himself and the majority of the court at the time, that it was clear• 'that those who framed and those who adopted the Constitution intended that the spirit of this prohibition should pervade the entire body of legislation, and that the justice which the Constitution was ordained to establish was not thought by them to be compatible with legislation of an opposite tendency.' 8 Wall. 623. [99 U.S. 700, 765/ Similar• views are found expressed in the opinions of other judges of this court. In [Calder v. Bull](#), which was here in 1798, Mr. Justice Chase said, that there were acts which the Federal and State legislatures could not do without exceeding their authority. and among them he mentioned a law which punished a citizen for an innocent act: a law that destroyed or impaired the lawful private contracts of citizens: a law that made a man bulge in his men case; and a law that took the property from A. and save it to B. 'It is against all reason and justice.' he added. 'for a people to intrust a legislature with such powers, and therefore it cannot be presumed that they have done it. They may command what is right and prohibit what is wrong; but they cannot change innocence into guilt or punish innocence as a crime, or violate the right of an antecedent lawful private contract, or the right of private property. To maintain that a Federal or State legislature possesses such powers if they had not been expressly restrained, would, in my opinion. be a political heresy altogether inadmissible in all free republican governments.' 3 Dall 388.

In Ogden v. Saunders, which teas before this court in 1827, Mr. Justice Thompson, referring to the clauses of the Constitution prohibiting the State from passing a bill of attainder, an ex post facto law, or a law impairing the obligation of contracts, said: 'Neither provision can strictly be considered as introducing any new principle, but only for greater security and safety to incorporate into this charter provisions admitted by all to be among the first principles of our government. No State court would, I presume, sanction and enforce an ex post facto law, if no such prohibition teas contained in the Constitution of the United States: so, neither would retrospective laws, taking away vested rights, be enforced. Such laws are repugnant to those fundamental principles upon which every just system of laws is founded.'

In the Federalist. Mr. Madison declared that laws impairing the obligation of contracts were contrary to the first principles of the social compact and to even' principle of sound legislation: and in the Dartmouth College Case Mr. Webster contended that acts, which were there held to impair the obligation of contracts, were not the exercise of a power properly legislative. [99 U.S. 700. 7661 as their object and efect was to take away vested rights. 'To instil►' the taking meav of vested rights.' he said, 'there must be a forfeiture, to adijudge upon and declare which is the proper province of the iudiciam' Surely the Constitution would have failed to establish iustice had it allowed the exercise of such a dangerous power to the Congress of the United States.

In the second place, legislation impairing the obligation of contracts impinges upon the provision of the Constitution which declares that no one shall be deprived of his property without due process of law; and that means by law in its regular course of administration through the courts of justice. Contracts are property, and a large portion of the wealth of the country exists in that form. Whatever impairs their value diminishes, therefore, the property of the owner; and if that be effected by direct legislative action operating upon the contract, forbidding its enforcement or transfer, or otherwise restricting its use, the owner is as much deprived of his property without due process of law as if the contract were impounded, or the value it represents were in terms wholly or partially confiscated.
[Sinking Fund Cases, 99 U.S. 700 (1878)]

Examples of statutory franchise statuses we cannot be compelled to accept or assume the obligations of absent consent include:

1. "taxpayer" or "employer" under the Internal Revenue Code Subtitle A "trade or business" franchise.
2. "spouse" under the family code of your state.
3. "driver" under the vehicle code of your state.
4. "citizen" or "resident" under the civil statutory law of your state.

Because we have an unalienable right of freedom from compelled association under the First Amendment and a right NOT to be compelled to contract with any government, then it stands to reason that NO ONE can either associate a status with you that you do not expressly consent to or impose the obligations of any legal status upon you without your express consent in some form. The minute they either threaten you to declare any status on a government form you don't consent to or instigate any kind of coercion or intimidation in connecting you with a specific statutory civil status is the minute that they are:

1. Tampering with a witness in criminal violation of 18 U.S.C. §1512, because all government forms signed under penalty of perjury constitute the testimony of a witness.
2. Violating constitutional rights, if they are acting as an officer of any government such as a statutory "withholding agent" under 26 U.S.C. §7701(a)(16).
3. Engaging in a constitutional tort.
4. Compelling you to contract.
5. Engaging in identity theft, by using your identity for commercial purposes without your express consent.

When people exercise their sovereign right to contract, they usually reduce their agreement to a writing signed by the parties to the agreement. The presence of their signature on the contract constitutes "prima facie evidence" of their consent.

*"Prima facie. Lat. At first sight; on the first appearance; on the face of it; so far as can be judged from the first disclosure; **presumably: a fact presumed to be true unless disproved by some evidence to the contrary.***
State ex rel. Herbert v. Whims, 68 Ohio App. 39, 28 N.E.2d. 596, 599, 21 O.O. 110. See also *Presumption"*

[Black's Law Dictionary, Sixth Edition, p. 1189]

Every contract usually includes a "Definitions" section at the beginning identifying the meaning of every important "term" used in the agreement itself so as to associate the parties with a specific status and standing, and to leave no room for doubt or misunderstanding about the significance of the rights conveyed by the contract or agreement. Contracts that do not include such a definitions section:

1. Increase the likelihood of litigation caused by misunderstandings about the meaning of the contract.
2. Are more difficult and costly to enforce in court because they encourage unnecessary litigation.
3. Are more likely to be dismissed by judges because the contract itself is effectively "void for vagueness".
4. Convey undue discretion to the fact finders during litigation, whether it be the judge or the jury.
5. Encourage corrupt government officials with a conflict of interest to abuse their discretion to benefit either themselves personally or the agency they work for.
6. Turn a society of law into a society of men. Anything that conveys discretion to any man to interpret meaning or significance turns disputes into "political" rather than "legal" questions.
7. "Politicize the court" and violate the separation of powers doctrine by encouraging judges and courts to act in a political capacity rather than a legal capacity. Only the executive and legislative branches can lawfully act in a political capacity. Everything courts do must be expressly spelled out in the law itself.

The parties who create the contract, in turn, are the only ones who can lawfully define the meaning of all "terms" in the contract. This fact is exhaustively established in the following memorandum of law: to define, expand the definitions, or re-define terms used in a contract between private parties that they are not also a party to, in fact constitutes:

1. A corrupt interference with your Constitutional right to contract.
2. Involuntary servitude in violation of the Thirteenth Amendment prohibition against involuntary servitude if the consequence of the definition or re-definition:
 - 2.1. Associates a duty to anyone in the government with either party.
 - 2.2. Associates a status under a government franchise with either party. All government rights attach to a status under a franchise, such as "taxpayer", "spouse", "driver", etc.
3. Theft and a violation of the Fifth Amendment takings clause, if the "taker" of property or rights to property works for the government. Remember: All rights are property and anyone who claims any right against you that did not originate from your express consent in effect is STEALING from you and is a thief.

It is therefore of extreme importance that every contract or agreement between two private parties who want to avoid government interference with their right to contract MUST:

1. Carefully define every term used in the contract.
2. Define all terms in the contract as NOT being associated with any status or meaning under federal or state statutory law. Nearly all statutory civil law, in fact, is law that can and does regulate the conduct of ONLY officers of the government and not private human beings.
3. Define any agency exercised on behalf of either party to EXCLUDE agency on behalf of any government as a public officer or franchisee.
4. Define the LOCATION of the transaction as being outside of federal territory in a place protected by the Constitution. This means the transaction must be outside the statutory "United States" as defined in 26 U.S.C. §7701(a)(9) and (a)(10).
5. Define the laws and jurisdictions under which disputes are resolved to EXCLUDE statutory law and mandate common law and equity.
6. Associate both parties to the contract as private human beings and not public offices or franchisees under statutory law.

Implementing the above guidance when you contract has the practical effect of:

1. Contracting the government OUT of your life and the relationship you have with the other parties to the contract.
2. Removing any and all discretion from government judges, prosecutors, and bureaucrats.
3. Avoiding being connected with any and every government franchise, public right, or "benefit" and thereby not subjects to income taxation.

Even after implementing the guidance in this section, some corrupt judges have been known to try to stick the government camel's nose inside the tent of your life by unlawfully expanding the definition of words through the abuse of the words "includes" and "including". This tactic is described below:

When they try to use word games to STEAL from you and ENSLAVE you to law that pertains only to government actors, the optimal response is to:

1. Respond to their interference with a criminal complaint or charge of slavery and theft. Attach the complaint to the pleadings of the proceeding to ensure that it ends up in the records of the proceeding.
2. Indicate that the parties to the litigation are under duress, and that ALL the consequences of the duress become the responsibility of those instituting the duress, and not the parties to the contract.
3. Identify the judge's abuse of discretion as beyond his delegated authority and therefore the act of a PRIVATE person not acting as an officer of the government or officer of the court.
4. Identify the judge's abuse of discretion as "purposeful ailment" of commerce within YOUR sphere of PRIVATE property interest, consent to, and an "appearance" in your own franchise court and franchise contract. Then invoke the terms of your own franchise and make yourself into the franchise judge in TWO legal actions being conducted simultaneously in the records of the court. This tactic is employed in the following MANDATORY attachment to all pleadings filed in any federal court against any government or government actor:

The only hope that anyone can have of ever winning against any enemy is to invoke the same weapons in your defense that they employ in their offense, and to insist that you have the right to do so under the constitutional requirement for equal protection and equal treatment as described in:

Lesson 6

"Consent" v. "Agreement"

The relationship between "consent" and "agreement" is very important and will be treated in depth within this section. These two words are NOT synonymous. Consent is always an agreement and concurrence of the wills between two or more parties. Consent actively seeks the proposed thing to happen. Not all agreements, however, are a concurrence of wills. An agreement entered into in the presence of duress is an example where consent is lacking. Understanding this concept becomes very important in a legal context in cases involving government enforcement actions such as willful failure to file a tax return.

It would be a contradiction to say that you could consent under duress. No one wills something they are forced into accepting. It would be a contradiction to say that you could consent to fraud. There can be no concurrence of wills when one party is agreeing to something different than is represented (e.g. words of art). Fraud and duress may produce agreement, but they can never produce consent. And the Declaration of Independence requires your **consent** when the government acts. Agreements also are not "law" in a classical sense, which is why they are classified instead as "compacts" and private law.

Municipal law, thus understood, is properly defined to be "a rule of civil conduct prescribed by the supreme power in a state, commanding what is right and prohibiting what is wrong."

It is also called a rule to distinguish it from a compact or agreement; for a compact is a promise proceeding from us. law is a command directed to us. The language of a compact is, "I will, or will not, do this"; that of a law is, "thou shalt, or shalt not, do it." It is true there is an obligation which a compact carries with it, equal in point of conscience to that of a law; but then the original of the obligation is different. In compacts we ourselves determine and promise what shall be done, before we are obliged to do it: in laws, we are obliged to act without ourselves determining or promising anything at all. Upon these accounts law is defined to be "a rule. [Readings on the History and System of the Common Law. Second Edition, 1925, Roscoe Pound, p. 4J

That is why the Internal Revenue Code Subtitles A through C are not "law" in a classical sense, for instance, but technically are a franchise, and all franchises are compacts, contracts, or agreements of one sort or another.

'it is generally conceded that a franchise is the subject of a contract between the grantor and the grantee, and that it does in fact constitute a contract when the requisite element of a consideration is present.' Conversely, a franchise granted without consideration is not a contract binding upon the state, franchisee, or pseudo-franchisee." [American Jurisprudence 2d, Volume 36, Franchises, §6: As a Contract]

Even after implementing the guidance in this section, some corrupt judges have been known to try to stick the government camel's nose inside the tent of your life by unlawfully expanding the definition of words through the abuse of the words "includes" and "including". This tactic is described below:

When they try to use word games to STEAL from you and ENSLAVE you to law that pertains only to government actors, the optimal response is to:

1. Respond to their interference with a criminal complaint or charge of slavery and theft. Attach the complaint to the pleadings of the proceeding to ensure that it ends up in the records of the proceeding.
2. Indicate that the parties to the litigation are under duress, and that ALL the consequences of the duress become the responsibility of those instituting the duress, and not the parties to the contract.
3. Identify the judge's abuse of discretion as beyond his delegated authority and therefore the act of a PRIVATE person not acting as an officer of the government or officer of the court.
4. Identify the judge's abuse of discretion as "purposeful ailment" of commerce within YOUR sphere of PRIVATE property interest, consent to, and an "appearance" in your own franchise court and franchise contract. Then invoke the terms of your own franchise and make yourself into the franchise judge in TWO legal actions being conducted simultaneously in the records of the court. This tactic is employed in the following MANDATORY attachment to all pleadings filed in any federal court against any government or government actor:

The only hope that anyone can have of ever winning against any enemy is to invoke the same weapons in your defense that they employ in their offense, and to insist that you have the right to do so under the constitutional requirement for equal protection and equal treatment as described in:

Lesson 6

"Consent" v. "Agreement"

The relationship between "consent" and "agreement" is very important and will be treated in depth within this section. These two words are NOT synonymous. Consent is always an agreement and concurrence of the wills between two or more parties. Consent actively seeks the proposed thing to happen. Not all agreements, however, are a concurrence of wills. An agreement entered into in the presence of duress is an example where consent is lacking. Understanding this concept becomes very important in a legal context in cases involving government enforcement actions such as willful failure to file a tax return.

It would be a contradiction to say that you could consent under duress. No one wills something they are forced into accepting. It would be a contradiction to say that you could consent to fraud. There can be no concurrence of wills when one party is agreeing to something different than is represented (e.g. words of art). Fraud and duress may produce agreement, but they can never produce consent. And the Declaration of Independence requires your **consent** when the government acts. Agreements also are not "law" in a classical sense, which is why they are classified instead as "compacts" and private law.

Municipal law, thus understood, is properly defined to be "a rule of civil conduct prescribed by the supreme power in a state, commanding what is right and prohibiting what is wrong."

It is also called a rule to distinguish it from a compact or agreement; for a compact is a promise proceeding from us. law is a command directed to us. The language of a compact is, "I will, or will not, do this"; that of a law is, "thou shalt, or shalt not, do it." It is true there is an obligation which a compact carries with it, equal in point of conscience to that of a law; but then the original of the obligation is different. In compacts we ourselves determine and promise what shall be done, before we are obliged to do it: in laws, we are obliged to act without ourselves determining or promising anything at all. Upon these accounts law is defined to be "a rule. [Readings on the History and System of the Common Law. Second Edition, 1925, Roscoe Pound, p. 4J

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Not all agreements can truthfully be characterized as legal evidence of consent. Agreements can take the following forms, some of which are evidence of consent, and some of which are not:

1. Express consent:

1.1. Vocal agreement. This is called a "parole contract".

1.2. In writing. For instance, a written contract.

2. Implied consent:

2.1. A specific action evidencing consent under the terms of the transaction proposed.

2.2. Inaction or silence when enforcement of the thing proposed is attempted against the person against whom it was proposed.

For example, consider a stick up. Someone approaches you in a dark alley with a gun, and says:

"This be a fuckin' stickup. Gimme everything in your wallet or I'm gonna shoot you."

You hand them the wallet and they walk away with it. Has there been a concurrence of wills? You agreed because you handed them the wallet, and that action might be construed as evidence of "implied consent" described above. However, you were under duress and were in fear. As we proved earlier, anything done in the presence of such fear or terror cannot truthfully be characterized as a "meeting of the minds".

"As used in the law of rape 'consent' means consent of the will, and submission under the influence of fear or terror cannot amount to real consent. *There must be an exercise of intelligence based on knowledge of its significance and moral quality and there must be a [free, uncoerced] choice between*

¹ Larson v. South Dakota, 278 U.S. 429, 73 L.Ed. 441, 49 S.Ct. 196; Grand Trunk Western R. Co. v. South Bend, 227 U.S. 544, 57 L.Ed. 633, 33 S.Ct. 303; Blair v. Chicago, 201 U.S. 400, 50 L.Ed. 801, 26 S.Ct. 427; Arkansas-Missouri Power Co. v. Brown, 176 Ark. 774, 4 S.W.2d. 15, 58 A.L.R. 534; Chicago General R. Co. v. Chicago, 176 Ill. 253, 52 N.E. 880; Louisville v. Louisville Home Tel. Co., 149 Ky. 234, 148 S.W. 13; State ex rel. Kansas City v. East Fifth Street R. Co., 140 Mo. 539, 41 S.W. 955; Baker v. Montana Petroleum Co., 99 Mont 465, 44 P.2d. 735; Re Board of Fire Comrs. 27 N.J. 192, 142 A.2d. 85; Chrysler Light & P. Co. v. Belfield, 58 N.D. 33, 224 N.W. 871, 63 A.L.R. 1337; Franklin County v. Public Utilities Corn., 107 Ohio.St. 442, 140 N.E. 87, 30 A.L.R. 429; State ex rel. Daniel v. Broad River Power Co. 157 S.C. 1, 153 S.E. 537; Rutland Electric Light Co. v. Marble City Electric Light Co. 65 Vt. 377, 26 A. 635; Virginia-Western Power Co. v. Commonwealth, 125 Va. 469, 99 S.E. 723, 9 A.L.R. 1148, cert den 251 U.S. 557, 64 L.Ed. 413, 40 S.Ct. 179, disapproved on other grounds Victoria v. Victoria Ice, Light & Power Co. 134 Va 134, 114 S.E. 92, 28 A.L.R. 562, and disapproved on other grounds Richmond v. Virginia Ry. & Power Co., 141 Va. 69, 126 S.E. 353.

¹⁰ Pennsylvania R. Co. v. Bowers, 124 Pa. 183, 16 A. 836.

resistance and assent. And if a woman resists to the point where further resistance would be useless or until her resistance is overcome by force or violence, submission thereafter is not 'consent.'
[Black's Law Dictionary, Sixth Edition, p. 305, emphasis added]

Why is there no meeting of the minds? Because:

1. You didn't WILL or wish that the transaction should happen.
2. As soon as the criminal leaves the scene, you are going to call the police and have him arrested for a crime. A crime, after all, is anything done to you that injures you and which was accomplished without your consent.

Here is yet one more example that helps illustrate the difference between "consent" and "agreement". If you fill out a government form that proposes a commercial transaction with the government and connects the applicant to a federal "benefit" or franchise, but:

1. You are compelled under duress by some third party bank or financial institution to fill out and submit a government form such as a tax withholding form. The duress originates from the fact that the form is submitted under penalty of perjury, and the company demanding it threatens to either not hire you, to fire you, or to not do business (DISCRIMINATE under the color of law, no less) if you don't fill out a SPECIFIC form and put a SPECIFIC thing on the form. Hence, they are instituting the crime of tampering with a federal witness in violation of 18 U.S.C. §1512, as well as conspiracy to commit perjury, perjury, and subornation of perjury in violation of 18 U.S.C. §§1001, 1542, and 1621.

2. You know that the form is the **WRONG** form and that filling it out will constitute fraud and perjury.
3. You write on the form or on an attachment to it that you were under duress to fill it out and that it is **FALSE**, and that the institutor of the duress is the responsible party for why it is false, because they are actively interfering with filling it out with correct information or with using a **DIFFERENT** and **MORE CORRECT** form that accurately describes your status.
4. In self defense, you attach to the compelled form a list of definitions for what the words on the form mean, all of which are the complete opposite of those found in the Internal Revenue Code and which place you, your property, and your domicile outside of the statutory but not constitutional "United States" and outside of federal jurisdiction.
5. You submit a criminal complaint to the requesting that the IRS prosecute the institutor of the duress for conspiracy to defraud the United States in violation of 18 U.S.C. §287, impersonating a public officer in violation of 18 U.S.C. §912.
6. The IRS deliberately engages in "selective enforcement" by refusing to prosecute the institutor of the duress so that they can fill their pockets with **STOLEN** plunder.

...Then could the withholding forms you submit be counted as an "agreement"? For instance, 26 CFR §31.3401(a)-3(a) and 26 CFR §31.3402(p) identify the IRS Form W-4 as an "agreement", but if you know you are not the statutory federal "employee" described in the upper left corner of the form and also in 26 U.S.C. §3401(d) and 5 U.S.C. §2105, isn't the agreement the product of "error" and thus, the consent **VOID** based on the above analysis? Therefore, all alleged "taxes" resulting from the coerced exchange in fact are **THEFT** and not "taxes" as legally defined? Isn't the only difference between theft and a "donation" the consent of the original owner? Incidentally a form that you can use to attach to tax withholding paperwork that in fact does all the above, and which is **MANDATORY** in the case of all members in handling their tax withholding, is the following form on our website:

The filing of a tax return, for instance, under the fear of reprisal cannot therefore truthfully be characterized as "voluntary compliance". Compliance is enforced through the authority of law. That which is voluntary **CANNOT** lawfully be enforced. Which is it? This phrase is in fact an oxymoron, a contradiction, and cognitive dissonance. Aristotle said that all such contradictions can never lead to truth. We might also add they can never lead to justice.

Implicit in the exercise of one's right to contract is the right to prescribe:

1. **WHAT FORM** consent must take before it becomes legal evidence of agreement.
2. What constitutes sufficient consideration so as to make the resulting contract or agreement enforceable.
3. The meaning of silence or acquiescence. For instance, the person giving consent has a right to declare that silence or acquiescence **SHALL NOT** constitute "agreement", or evidence of consent, and that the only form that agreement may take is a written, signed, notarized contract.

So long as reasonable notice is given to the offeror of the contract or agreement in advance of the transaction proposed, the notice given then prescribes and limits the form that the agreement must take to make it legal evidence of consent. For instance, during the civil war, the United States government enacted a law prescribing what form that contracts with the government must take by stating that all contracts **MUST** be in writing and that parole contracts were forbidden. This enactment was discussed at length in *Clark v. United States*, 95 U.S. 539 (1877), which held on the subject the following in response to Congress' enactment:

"Every man is supposed to know the law. A party who makes a contract [or enters into a [franchise](#), which is also a contract] with an officer [of the government] without having it reduced to writing is knowingly accessory to a violation of duty on his part. Such a party aids in the violation of the law." [Clark v. United States, 95 U.S. 539 (1877)]

Based on the concept of equal rights and equal protections, if the government can prescribe what form its contracts must take, then we as the source of all of their delegated power must also have the **SAME EQUAL** right.

The legal definition of "consent" also establishes under what circumstances an agreement becomes **INSUFFICIENT** evidence of consent. Paragraph 9 is the paragraph to pay attention to:

CONSENT. An agreement to something proposed, and differs from assent. (q.v.) Wolff Ins. Nat. part 1, SSSS 27-30; Pard. Dr. Corn. part 2, tit. 1, n. 1, 38 to 178. Consent supposes, 1. a physical power to act; 2. a moral power of acting; 3. a serious, determined, and free use of these powers. Fonb. Eq. B; 1, c. 2, s. 1; Grol. de Jure Belli et Pads, lib. 2. c. 11, s. 6.

2. Consent is either express or implied. Express, when it is given viva voce. or in writing: implied, when it is manifested by skim, actions, or facts, or by inaction or silence, which raise a presumption that the consent has been given.

3. - 1. When a legacy is given with a condition annexed to the bequest, requiring the consent of executors to the marriage of the legatee, and under such consent being given, a mutual attachment has been suffered to grow up, it would be rather late to state terms and conditions on which a marriage between the parties should take place;. 2 Ves. & Beames, 234; Ambl. 264; 2 Freem. 201; unless such consent was obtained by deceit or fraud. 1 Eden, 6; 1 Phillim. 200; 12 Ves. 19.

4. - 2. Such a condition does not apply to a second marriage. 3 Bro. C. C. 145; 3 Ves. 239.

5. - 3. If the consent has been substantially given, though not modo et forma, the legatee will be held duly entitled to the legacy. 1 Sim. & Stu. 172; 1 Meriv. 187; 2 Atk. 265.

6. - 4. When trustees under a marriage settlement are empowered to sell "with the consent of the husband and, wife," a sale made by the trustees without the distinct consent of the wife, cannot be a due execution of their power 10 Ves. 378.

7. - 5. Where a power of sale requires that the sale should be with the consent of certain specified individuals, the fact of such consent having been given, ought to be evinced in the manner pointed out by the creator of the power, or such power will not be considered as properly executed. 10 Ves. 308. Vide, generally, 2 Supp. to Ves. jr. 161, 165, 169; Ayliffe's Pond. 117; 1 Rob. Leg.. 345, 539.

8. - 6. Courts of equity have established the rule, that when the true owner of property stands by, and knowingly suffers a stranger to sell the same as his own, without objection, this will be such implied consent as to render the sale valid against the true owner. Story on Ag. Sec. 91 Story on Eq. Jur. Sec. 385 to 390. And courts of law, unless restrained by technical formalities, act upon the principles of justice; as, for example, when a man permitted, without objection, the sale of his goods under an execution against another person. 6 Adolph. & El 11. 469; 9 Barn. & Cr. 586; 3 Barn. & Adolph. 318, note.

9. The consent which is implied in even' agreement is excluded, 1. By error in the essentials of the contract: is, if Paul, in the city of Philadelphia, buy the horse of Peter, which is in Boston, and promise to pay one hundred dollars for him, the horse at the time of the sale, unknown to either party, being dead. This decision is founded on the rule that he who consents through error does not consent at all: non consentiunt aid errant. Dig. 2. 1. 15: Dig. lib. 1, tit. ult. 1. 116. Sec. 2. 2. Consent is excluded by duress of the party making the agreement. 3. Consent is never given so as to bind the parties, when it is obtained by fraud. 4. It

cannot be given by a person who has no understanding, as an idiot, nor by one who, though possessed of understanding, is not in law capable of making a contract, as a feme covert. See Bouv. Inst. Index, h.t.
[Bouvier's Law Dictionary, Fourth Edition, 1848]

Therefore, an "agreement", whatever form it takes, is NOT evidence of consent under the following enumerated circumstances:

1. By error in the essentials of the contract. This decision is founded on the rule that he who consents through error does not consent at all; non consentiunt qui errant. Dig. 2, 1, 15; Dig. lib. 1, tit. ult. 1. 116, Sec. 2.
2. in the presence of duress against the party making the agreement.
3. In the presence of fraud against either party.
4. If given by a person who has no understanding, as an idiot, nor by one who, though possessed of understanding, is not in law capable of making a contract, as a feme covert. See Bouv. Inst. Index, h.t.

If you look at later versions of law dictionaries, and especially Black's Law dictionaries, the above elements that render an agreement invalid are much less clearly explained and the word "acquiescence" is added to the definition of "consent" to create an opportunity for judicial and government abuses that are so prevalent today surrounding the requirement for consent. The definition of consent from Black's Law Dictionary, Sixth Edition proves this. Note the underlined and highlighted text:

consent. "A concurrence of wills. Voluntarily yielding the will to the proposition of another: acquiescence or compliance therewith. Agreement; approval; permission; the act or result of coming into harmony or accord. Consent is an act of reason, accompanied with deliberation, the mind weighing as in a balance the good or evil on each side. It means voluntary agreement by a person in the possession and exercise of sufficient mental

capacity to make an intelligent choice to do something proposed by another. It supposes a physical power to act, a moral power of acting, and a serious, determined, and free use of these powers. Consent is implied in every agreement. It is an act unclouded by fraud, duress, or sometimes even mistake.

Willingness in fact that an act or an invasion of an interest shall take place. Restatement, Second, Torts §10A.

As used in the law of rape "consent" means consent of the will, and submission under the influence of fear or terror cannot amount to real consent. There must be an exercise of intelligence based on knowledge of its significance and moral quality and there must be a choice between resistance and assent. And if a woman resists to the point where further resistance would be useless or until her resistance is overcome by force or violence, submission thereafter is not "consent".

See also Acquiescence; Age of consent; Assent; Connivance; Informed consent: "voluntary" [Black's Law Dictionary, Sixth Edition, p. 305]

In the above definition, what constituted a whole paragraph in Bouvier's regarding what constitutes valid agreement is reduced to a single sentence. They also completely eliminated the requirement that the person consenting does not have complete understanding of the thing agreed to, even though it STILL applies:

"It is an act unclouded by fraud, duress, or sometimes even mistake."

The above form of censorship leaves dishonest judges and government prosecutors way too much "wiggle room" to abuse the rights of the people they are supposed to be protecting, and is no doubt deliberate.

A closely related subject to that of "consent" is the concept of "willfulness" in the context of tax crimes. Every tax crime has willfulness as a prerequisite. An act or omission to act committed "willfully" is one which one knew he or she had an obligation to do under an existing law they were in fact subject to but which they deliberately and defiantly refused to do.

1. Definition of "willful" from Black's Law Dictionary:

_____ Proceeding from a conscious motion of the will; voluntary; knowingly deliberate. Intending the result which actually comes to pass; designed; intentional; purposeful; not accidental or involuntary.

Premeditated; malicious; done with evil intent, or with a bad motive or purpose, or with indifference to the natural consequence; unlawful; without legal justification.

An act or omission is "willfully" done, if done voluntarily and intentionally and with the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say, with bad purpose either to disobey or to disregard the law. It is a word of many meanings, with its construction often influenced to its context. *Screws v. United States*, 325 U.S. 91, 101, 65 S.Ct. 1031, 1035, 89 L.Ed. 1495.

A willful act may be described as one done intentionally, knowingly, and purposely, without justifiable excuse, as distinguished from an act done carelessly, thoughtlessly, heedlessly, or inadvertently. A willful act differs essentially from a negligent act. The one is positive and the other negative. [Black's Law Dictionary, Sixth Edition, p. 1599]

2. U.S. Supreme Court definition of "willful":

"The Court, in fact, has recognized that the word "willfully" in these statutes generally connotes a voluntary, intentional violation of a known legal duty. It has formulated the requirement of willfulness as "bad faith or evil intent." *Murdock*, 290 U.S. at 398. or "evil motive and want of justification in view of all the financial circumstances of the taxpayer," *Spies*, 317 U.S. at 498. or knowledge that the taxpayer "should have reported more income than he did." *Sansone*, 380 U.S. at 353. See *James v. United States*, 366 U.S. 213, 221 (1961); *McCarthy v. United States*, 394 U.S. 459, 471 (1969).

This longstanding interpretation of the purpose of the recurring word "willfully" promotes coherence in the group of tax crimes. In our complex tax system, uncertainty often arises even among taxpayers who earnestly wish to follow the law. The Court has said, "It is not the purpose of the law to penalize frank difference of opinion or innocent errors made despite the [412 U.S. 346, 361] exercise of reasonable care." *Spies*, 317 U.S. at 496. Degrees of negligence give rise in the tax system to civil penalties. The requirement of an offense committed "willfully" is not met, therefore, if a taxpayer has relied in good faith on a prior decision of this Court. *James v. United States* 366 U.S. at 221 -222. Cf. *Lambert v. California* 355 U.S. 255 (1957). The Court's consistent interpretation of the word "willfully" to require an element of mens rea implements the pervasive intent of Congress to construct penalties that separate the purposeful tax violator from the well-meaning, but easily confused, mass of taxpayers.

Until Congress speaks otherwise, we therefore shall continue to require, in both tax felonies and tax misdemeanors that must be done "willfully," the bad purpose or evil motive described in Murdock, supra. We hold, consequently, that the word "willfully" has the same meaning in 7207 that it has in 7206(1). Since the only issue in dispute in this case centered on willfulness, it follows that a conviction of the misdemeanor would clearly support a conviction for the felony. 9 Under these circumstances a lesser-included-offense instruction was not required or proper; for in the federal system it is not the function of the jury to set the penalty. Berra v. United States, 351 U.S. at 134 -135. [412 U.S. 346, 362] "MaditgstLyBishop.3 6 (1973). Emphasis added]

The above definitions of "willful" recognize the limitations upon what constitutes evidence of consent and therefore "agreement", as described earlier:

1. Your belief cannot be the product of error. This recognizes the element in the definition of "consent" in which it said that evidence of consent is invalid if it is the product of error. An example of an "innocent error" would be misinterpreting a "word of art".

The Court has said, "It is not the purpose of the law to penalize frank difference of opinion or innocent errors made despite the [412 U.S. 346, 361] exercise of reasonable care." Spies 317 U.S., at 496 . Degrees of negligence give rise in the tax system to civil penalties. JulacUlates v. Bishop, 112 U.S. 346 (1973). Emphasis added]

2. You must have a legal status to which the SPECIFIC duty in question attaches and be aware that you have that status. For instance, the U.S. Supreme Court above refers only to "taxpayers", meaning that you must be a "taxpayer" and declare yourself a "taxpayer" and act like a "taxpayer" before you can actually BE a "taxpayer" and therefore in fact THE SUBJECT of the duty defined in the "trade or business" franchise agreement codified in I.R.C. Subtitle A. In other words, you must consent to be party to the franchise before the franchise agreement can be enforced against you.
3. You must KNOW you have a legal duty. This is equivalent to the requirement in the definition of "consent" which states that consent given by a person who has no understanding is NOT valid.
4. You must have SOMETHING which constitutes legally admissible evidence upon which to base the belief that you have that duty. This is consistent with the legal definition of consent, in which duress cannot be present. Any authority the government claims to impose a "duty" upon you must be based on legally admissible evidence, and if it is not, then your belief about the duty is based on duress. For instance, the Internal Revenue Code is identified in 1 U.S.C. §204 as "prima facie evidence", meaning a PRESUMPTION and not REAL evidence. Statutory presumptions, according to the U.S. Supreme Court, DO NOT constitute legal evidence of ANYTHING. All presumption that causes an injury or deprivation of constitutional rights, unless consensual, is unconstitutional and a tort.

Defenses commonly used by defendants in federal court against the criminal charge of "willful failure to file" a tax return under 26 U.S.C. §7203 focus primarily upon the authority and quality of the evidence upon which a person relied in making the determination that they DID NOT have the duty prescribed or the status to which the duty attaches. Below is a list of some of the defenses:

1. Defendants argue that they cannot understand the law and that they have tried to read it.
2. Defendants argue that they sought professional advice, relied on the professional advice, and therefore rationally concluded that they had no duty.
3. Defendant's cite cases from the U.S. Supreme Court establishing the basis for the fact that they don't have the status to which the duty attaches.

Even in catholic sacramental theology one cannot commit a grievous (i.e. mortal) sin without full CONSENT of the will. Will, meaning a desire for something to actually happen, is a necessary component for consent. One commits an accident of manslaughter when they didn't know the gun was loaded, but they consent when they commit premeditated murder.

Based on all the above, we argue that it is simply not possible to willfully fail to file a tax return because:

1. The entire Internal Revenue Code is identified in 1 U.S.C. §204 as "prima facie evidence", which means that THE WHOLE THING is nothing but a big statutory presumption.
2. Statutory and judicial presumptions that prejudice or injure constitutional rights are unconstitutional, a violation of due process of law, and a tort, according to the U.S. Supreme Court.

"It is apparent that a constitutional prohibition cannot be transgressed indirectly by the creation of a statutory presumption any more than it can be violated by direct enactment. The power to create presumptions is not a means of escape from constitutional restrictions."
[Bailey v. Alabama, 219 U.S. 219 (1911)]

3. Organic law in the Declaration of Independence FORBIDS us to "alienate" our constitutional rights in relation to a real government by describing those rights as "inalienable", which in turn means that they cannot be sold, bargained away, or transferred by ANY process, including a commercial franchise offered by said government:

*"Unalienable. Inalienable; incapable of being aliened, that is, sold and transferred."
[Black's Law Dictionary, Fourth Edition, p. 16931]*

The net result of this provision is that:

- 3.1. WE HAVE NO AUTHORITY to contract away rights protected by the constitution in relation to a real, de jure government.
- 3.2. Even signing a government form giving away rights may not be construed as "agreement", because it is a product of error, and error renders consent VOID, according to the definitions earlier.
- 3.3. Those who contract with the government must be domiciled on the governments territory, and that federal territory may not be protected by the Constitution, so that they have no rights to "alien" and therefore the organic law is not violated in the process of contracting with the government. The way the government avoids this limitation is by deceiving people into falsely declaring themselves to be a statutory "U.S. citizen" domiciled on federal territory pursuant to 8 U.S.C. §1401.
4. The only thing that can turn a presumption into a fact is YOUR CONSENT prescribed ONLY in the manner that YOU and not THEY prescribe, since you are the party consenting. This is entirely consistent with the fact that the I.R.C. is a private law franchise and an excise that hinges on your consent to act as a public officer within the U.S. government on loan to the parties you are doing business with. Before a contract is signed, it is not law. After it is signed, it becomes legal evidence and "law".
5. Federal courts are FORBIDDEN by the Declaratory Judgments Act, 28 U.S.C. §2201(a), from declaring your status in the context of taxes. Hence, they cannot bestow the status of "taxpayer" against you without your consent. They also therefore cannot do indirectly what they cannot do directly, but ASSUMING you are one or CALLING you one. This is another way of saying that YOU are the "customer" of their protection racket, and the customer is ALWAYS right. YOU must volunteer for the public office in the U.S. government called "taxpayer" and if they don't protect your right not to volunteer, they are engaging in involuntary servitude in violation of the Thirteenth Amendment. You have an unalienable right to contract and to associate or disassociate, and the status YOU CHOOSE for yourself is how you exercise that right. Nearly all government law is, in fact, a civil franchise, and all franchises are contracts.

Contracts requires mutual willfulness between parties. Now by using the word willful, the federal government lays the foundation for considering whether you could willfully fail to file, willfully fail to perform a known, and consented to, legal duty (they beg the question by introducing earlier tax returns as evidence of consent, but it's only evidence of agreement obtained by fraud and duress). You would have had to give willful consent (not mere agreement which can be made under fraud and duress) to be a filer in the first place. You would have consented to being a taxpayer, you would have had a concurrence of wills on that point.

But, you can never give your consent under fraudulent representations or under duress...even if you're happy to agree to pay "your fair share." The best you could do, because of the fraud involved, would be to agree without consent. Just as a man might agree to turn over his wallet to an assailant with a knife, the duress prevents consent. There is no concurrence of wills or meeting of minds.

Now, when you sign under penalty of perjury, a form which contains words of art, words that do not have an agreed upon meaning between the presenter of the form, the IRS, and the signer of the form, the alleged taxpayer, can you give your consent, an act of your will, on that form? Can two wills concur, two minds meet, when the terms are made up of words that lead to different understanding?

If the 'legal duty' to file a tax return used words that had two opposite meanings, one a common law meaning and the other a legal definition that contradicted the common law meaning, and the legal meaning was not stated as such, could one ever willfully sign such a tax return, give their consent to a "Known" legal duty?

If there was no consent in the first place to a known legal duty, could you withdraw that consent by WILLFULLY failing to file a document inherently deceptive, such as a 1040 form? You would not have offended against a concurrence of wills because the IRS understands one thing by its words and the alleged taxpayer another. There was no concurrence of wills, no meeting of minds. So you couldn't have "failed" and willfully failed, to carry out a consented to legal duty. Since there was no willful consent, because of fraudulent words of art and duress, the fear of IRS penalties and reprisal, there cannot be willful non-consent, or withdrawal of consent, to file.

The government's willful failure to file charge appears to have no meaning whatsoever, not even a meaning defined by words of art.

If you never consented to file, because the IRS made it impossible to consent by introducing elements of fraud, per words of art, and duress by threats of penalty, they cannot maintain that you violated that consent and thereby created a cause of action.

The average American doesn't understand four important facts about the requirement for consent:

1. They don't know their consent is always required by the government per the Declaration of Independence.
2. They don't know that the government almost always gets their **agreement** but not their **consent** as required.
3. They don't see the relationship between signing government forms and consent or agreement. They don't understand that the government acting through its forms elicits their agreement to whatever the government is proposing. They don't understand that this process directly relates to applying to register to vote, casting a ballot, applying for social security, assessing oneself for donations of "income" on the 1040 form, etc.
4. They don't know that they can actually withhold their consent from government proposals and demands, either with a simple no, or by "agreeing" [not consenting] and signing government forms or cooperating with the government, the way one might cooperate with a mugger, "under duress."

Consent, a concurrence of wills, a meeting of minds, a desire on the part of both parties for something to happen, is necessary and lawfully required whether one is applying for a driver license, responding to a traffic violation, or refusing to convict at the prosecutor's behest in a criminal trial. In criminal trials, withholding consent from the legislature, the prosecutor and the court, is the foundation of jury nullification.

So whether one is responding to a parking ticket, or reprimanding the legislature, prosecutor and court in the jury room, consent of the governed is first and foremost at the heart of responding to all government related activity.

REQUIREMENT FOR CONSENT

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*"The ideal tyranny is that which is ignorantly self-administered by its victims. The most perfect slaves are, therefore, those which blissfully and unaweariedly enslave themselves." [Mat_13:13](#) *Therefore speak I to them in parables: because they seeing see not; and hearing they hear not, neither do they understand.**

