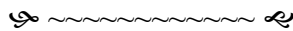


**Note:** *Some texts and conceptual content, herein presented, in relationship to the ‘Reversioner Position’ was derived from, and shared by Paul Savage El and from other contributing sources. The same were conjoined and edited for this presentment and offered for assisting Adepts, Scholars and Neophytes in support of informational, logistical, and lawful analysis - by Taj Tarik Bey.*

**Philology** is a *noun*; is derived from the Old Moorish Latin word, *philologia*, and means, “*the love of learning and literature.*” Thus, Philology relates to literature, study, and scholarship.

- Study! Use critical thinking, and make knowledge your own! -



### United States Supreme Court: - Clearfield Trust Company vs. United States

#### 318 U. S. 363 – 371 (1942) ‘The Clearfield Doctrine’

“Governments descend to the level of a mere private corporation, and take on the characteristics of a mere private citizen ... where ‘*private corporate commercial paper*’ [Federal Reserve Notes (FRNs)] and ‘*Securities*’ [Checks] is concerned. ... For purposes of suit, such corporations and individuals are regarded as entities entirely separate from government.” –

#### Clearfield Trust Company vs. United States 318 U. S. 363 – 371 (1942):

It must be known and recognized by all true American Nationals – being the natural peoples of the Land, - and also by all loyal and honorable United American States Citizens is that the ruling that established “*The Clearfield Doctrine*” is affirmatively saying and establishing in binding and ‘*Stare Decisis Law*’, is that when “*private corporate commercial paper*” is used by corporate government, then ‘*Government*’ loses its ‘*Sovereignty Status*’; is reduced from its authoritative stature; and becomes no different than any other mere ‘*private corporation*’. For present and for future references and concept corrections, refer to the ‘*Act of Congress – 1871*’.

As such, the *de facto* entity once deemed as, and misrepresented as, the legitimate ‘*Government*’ operating at North America (*and posed as the de jure Republic in its functions*) has failed and abridged its charge and purpose. Thereby the alleged officers and the corporate entity (*operating as government*) then deduced to a state of ‘*Breach of Trust*’ and became void of authority and bound by the inferior and common *rules* and *laws* that govern ‘*private corporations*’. This lawfully means that if they (*the alleged and de facto Government Officials; all de facto Government Agency Contractors; their Employees, or their Personnel*) who portend or intend to demand, to enforce, to compel, or to seek to exercise the formerly *de jure* powers once vested in them, have abandoned the honor and trusts vested in the seats of the said government. As such, an act or any authoritative actions issued by, or committed by them in the

name or nature of authority vested in government would constitute *Usurpation*, *Misrepresentation*, *'Impersonation of Office'*, *Racketeering*; and other related forms of *Trespass* and *Misprision*. Any acts; any legislation; or any other powers or legal processes used by, or initiated by them, (*a now de facto operation of government and governance*) and deemed to *'compel'* an individual to some *specific performance* based upon its *'Corporate Statutes'* or upon its *'Corporation Rules'* are void and null of law or authority. Therefore, any such act, actions, legislation, or impositions initiated or commanded by them would be in violation of law; and in violation of the Rights of the individual or any people upon whom they seek to enforce their (*now prima facie*) private *Corporation Rules*.

In accord with their new-found *de facto* and deduced legal status, the alleged *'Government'* representative(s), like any other *'private corporation'*, must be a *'Holder - in - due - Course'* of a *valid* and *verifiable 'Contract'* and / or be able to show proof and disclose some other pre-existing *evidentiary proof* of a *'Commercial Agreement'* between it (*the Government or Agency*) and the one (*individual / citizen, or natural person, etcetera*) upon whom the *Government's* *'demands'* for *'specific performance'* are made.

And further, the alleged officers of *'Government'* must be willing to enter the *'Contract'* or manifest *'Commercial Agreement'* into *'Evidence'* and presented into evidence for examination and discovery, and for probable rebut, before trying to get to the court to *'enforce'* its / their private – for - profit demands, which are called *'Statutes'*.

The *"Clearfield Trust vs. United States"* case is extremely important because it is a 1942 case litigated after the *Erie Railroad vs. Tompkins 304 U. S. 64, (1938)* case in which the *Legislatures* and the *Judiciary* changed from legislating under *"Public Law"*, which is in consonance with the American Constitution, and, to the contrary, became foreign Entities and Actors doing foreign business and doing foreign activities and *'legislating'* under *"Public Policy"* according to, accommodating to, generating profits for, and catering to, the desires and wishes of, the private, foreign *"Creditors of the U. S. Corporation"*. Under these circumstances, the *'Public Servants'* abdicated their Oaths and fiduciary duties to the Public, and with stark contrast and conflict of interest, became voluntary servants and employees for the private, foreign corporations. Thus, *'The Clearfield Doctrine'* was, and is, necessary to protect the public.

## ☞ - The Classification of Corporations - ☞

*Corporations* are classified according to the *definitions* and *rules* as follows: *Public* and *Private*.

### A Public Corporation: - ☞

A *Public Corporation* is one *created by the state for political purposes* and to act as an *agency* in the *administration of civil government*, generally within a particular territory or subdivision of the state, and usually invested, for that purpose, with subordinate and local powers of legislation. Such *Public Corporations* may include a county; a city; a town; a borough or a school district.

These ‘*public corporations*’ are sometimes called, “*Political Corporations*”. Goodwin vs. East Hartford, 70 Conn. 18, 38 A. 876; Dean vs. Davis, 51 Cal. 409; Ten. Eyck vs. Canal Co., 18 N.J. Law, 200, 37 Am.Dec. 233; Murphy vs. Mercer County, N.J.Law, 245, 31 A. 229; Van Campen vs. Olean General Hospital, 210 App.Div. 204, 205 N.Y.S. 554, 555; Providence Engineering Corporation vs. Downey Shipbuilding Corporation, C.C.A. N.Y., 294 F. 641, 646; National Bank of Commerce in New Orleans vs. Board of Supervisors vs. Louisiana State University and Agricultural and Mechanical College, 206 La. 913, 20 S.2nd 264, 269.

## Private Corporations: - ❧

*Private Corporations* are those corporations founded by, and composed of *private individuals*, and are deemed for ‘*private purposes*’, as distinguished from corporations founded for ‘*Governmental Purposes*’. Private Corporations have no political or governmental franchises or duties.

**As an example...: *Public Corporations*** have such delegated Offices, Officers, and Departments as limitedly established by the American Constitution; and affirmed by the limited authorities as written therein. The Public Servant must have documented proof of the said acclaimed authority alleged to be exercised by the said Officers holding the Offices of the said Departments or Agencies of Government as prescribed by the Constitution, and with the said persons demonstrating the capacity to prove for the Public Record, their authority (*by the said documented, verifiable, and certifiable records*) and thereby prove their alleged or assumed ‘Delegated Authority’ (D.O.A.O.). The ‘*Delegation of Authority Order*’; accompanied by their documented ‘*Official Oaths*’ must be availed the public with the same verifiable, documented proofs displayed for the Public Record. And with no less than this standard operational procedure, the same must be posted wherever and at such places where the alleged Officers, Offices or Agencies operate, do business, exercise authority, or function.

The true distinctions to be made between ‘*Public Corporations*’ and ‘*Private Corporations*’ is that ‘*Public Corporations*’ are organized for ‘*Governmental Purposes*’ and ‘*Private Corporations*’ are not! The term, “**Public**” has sometimes been applied to ‘*Corporations*’ to which the *Government* owned the entire ‘*stock*’ as in the case of a state bank. But one must bear in mind that “**Public**” is here equivalent to “**Political**”. It will be apparent that this is a *misnomer*. Again, the fact that the business or operations of a ‘*Corporation*’ may directly and very extensively affect the general public (*as in the case of a railroad company; or a bank; or an insurance company*) is therefore, no reason to call such an entity a “*Public Corporation*”.

If a *Corporation* is organized by ‘*Private Persons*’ and established for their own advantage or profit, - or even if the *Corporation* is organized or established for the benefit of the ‘*Public*’ generally, (*as in the case of a free public hospital or for any other charitable institution*) - the said *Corporation* is none the less, a ‘**Private Corporation**’, if it does not conform to, or possess the Constitutionally – delegated governmental powers or functions. The uses of such Corporations may in a sense be called “**Public**” but such ‘*Corporations*’ are in fact, “**Private**”. And any such *Corporation* retains the quality of ‘*Private*’ as if the franchises were vested in a single person. **Dartmouth College vs. Woodward, 4 Wheat. 562, 4 L. Ed. 629; Ten Eyck vs. Canal Company, 18, N.J.Law, 204, 37 Am.Dec. 233.**

It is also to be observed, however, that these *'Private Corporations'* which serve the *'Public'* or contribute to the comfort and convenience of the general *'Public'*, though owned and managed by private interests, are now (*and quite appropriately*) denominated **"Public – Service Corporations"**. See *Infra*, a Moorish Latin word which means, "below, under, beneath, underneath". *Infra* is the opposite of *supra*, above".

Another distinction that must be made between **"Public Corporations"** and **"Private Corporations"** is that *'Public Corporations'* are not voluntary associations, whereas *'Private Corporations'* are voluntary. It must also be noted that there is no contractual relationship between government and a *'Public Corporation'* or between the individuals who compose it. **Mor.Priv.Corp. § 3; Goodwin vs. East Hartford, 70 Conn. 18, 38 A. 876.**

***'Public Corporations'* are not voluntary associations, whereas**

***'Private Corporations'* are voluntary associations.**

The terms, **"Public"** and **"Municipal"** as applied to *'Corporations'* are not convertible. All "Municipal Corporations" are public, but not vice versa. **Brown vs. Board of Education, 108 Kentucky 783, 57 S.W. 612.** But there may be "Public" corporations which are not "Municipal" even in this wider sense of the latter term. Such, according to some of the authorities, are the "irrigation districts" now known in some of the western states. **Irrigation District vs. Collins, 46 Neb. 411, 64 N.W. 1086.** Compare to the case of **Herring vs. Modesta Irrigation District, C.C.Cal., 95 F. 705.**

Right Law (*maxims and Constitution*) must be considered in the case of the deliberated usurpations and the deceptive and undisclosed 'Act of Congress' deemed to secretly initiate the corporate - conversion of the constitutional united States of America's Republic Government, - and the Feudal - political altering of the American Republic as originally established under the American Constitution (1788 - 1789) and affirmed by its Republican Form of Government (*Article IV, Section 4*); - and with its being unconstitutionally (*and with Misprision*) alienated from the Republic Constitution and transferred into the unclean hands of private, foreign bankers, via the Act of 1871 and reinforced by colluders invoking **House Joint Resolution 192, 73rd Congress in Session, June 5th, 1933.** By the conspired *'Actus Reus'* in *suspending* the **"Gold Clause"** of the American Constitution, the said Actors dissolved United States Government; dissolved its Departments; dissolved the seats of its Officers; dissolved its Offices; and disaffirmed its States – of – Franchises; - and became *'nugatory'* as a legitimate government; and was thereby deduced to no more than a mere *"Private Corporation"*. That now ***'Private United States Corporation Company'*** and its operative officers / persons possesses no governmental authority, and are therefore governed by the same rules and regulations that limit and constrict *'private corporations'*, accordingly. Here we have a case of **"Government De facto"** - *"the government actually in power"* vs. **"Government De jure"** - *"the rightful government"* as in the case of the Constitutional American Republic which was overthrown and displaced" by virtue of an undeclared and limitedly – addressed and minimally - publicized coup.

Thus, (*in accord with the Established Law*) the *'private owners'* of the **"United States Corporation Company"** [sic] including its beneficiary Actors and Persons posing as officers in

that ‘*De Facto Government*’, are committing ‘Constitutional Blasphemy’; have abandoned their offices; and by unscrupulous means, have seized and exercised powers not lawfully delegated to them, or no longer vested in them. By way of Threat, Duress, Coercion, and ‘*De Facto posturing*’, the Actors have been, and are benefiting from, and profiting through, the operative functions and institutional extortion purposes designed into the functions of their “**Private, Federal Reserve Bank**”. Apparent collusion between the *de facto Government* and *The Federal Reserve Bank* owners, who control the unlimited supplies and movement of their foreign, private ‘**Federal Reserve Notes**’, robs the people of their wealth, property, liberties and Estates. Let the record show that the private, foreign Federal Reserve Notes *are not lawful money, and are not currency*. That De Facto United States Government Corporation Company must be, and is, denominated to the status of a mere, for profit, “**Private Corporation**”.

The actual private ‘**Receivers and Owners**’ of the now private “**United States Corporation Company**” conjoined with their allegedly - chartered and licensed *Franchises* and *Agencies*, are subject to “**The Clearfield Doctrine**”. The *United States Corporation Company Franchises* and *Agencies* (by virtue of their private business operations, exist in a ‘*Conflict of Laws*’). The owners and beneficiary partners have access to unlimited supplies of their own (*conflict of interest*) ‘Federal Reserve Notes’. These private ‘**Debt Notes**’ (*imposed upon the Public*) are not backed by *Gold* and *Silver* as required by **Article 1, Section 10** of the **American Constitution**. With the private owners of the said ‘United States Corporation Company’ owners are reaping massive and incalculable profits from the said unconstitutional FRNs and their related instrument constructs; - (*counterfeiting*) and paying only for the printing costs of what they need, while *charging interest* on the imposed usages of such instruments, constitutes Misrepresentation, Misprision, and Fraud; - inasmuch as the *Actors* and ‘**Private Officers**’ of the said “**Private Corporation**” have been fraudulently exercising the limited, delegated authorities only established by, and granted by, the People, via the American Constitution. With these facts in mind, remember that all Public Servants and Public Officials are bound by ‘Official Oaths’ to support the American Constitution. Due to their Misprision, the alleged Officers, being (*the Actors and profiting Beneficiaries*) via their ‘**Private Entity Corporation**’ are not a part of, nor are they a party to, the said American Constitutional Government. Therefore and thereby the said Officers are charged with impersonation and not sanctioned to act or to exercise such powers.

The spurious activities and criminal acts and pseudo-governmental functions committed by, and imposed by, the ‘Public Servant’ *Actors* in the employ of the *Owners* of the said private and foreign ‘**United States Corporation Company**’, constitutes “Impersonation of the Officers of Government” and “Impersonation of Government Authority”. And the said Actors (*guided by conflict – of – interest machinations and functions*) unequivocally conspired to act, and continue to act, in violation of their *Official Oaths* and in violation of the *Public Trust*. Consequently they are acting and operating contrary to the interest of the Public / People; and the said contrarians have caused, and continue to cause, economic injuries to the Public. Such torts, losses and injuries have and do, culminate into, and manifest as, other forms of social, economic, and political injustices, loses, and injuries.

The ‘*conflict – of - interest*’ activities committed by the alleged and compromised United States’ ‘Public Servants’ (*doing for - profit business in service to their ‘private corporations’*) is

a violation of, and against, the ‘Laws of Nations’. Such unlawful acts and operations are categorized as **“War Crimes”**. The said persons doing business as, “The United States Corporation Company” – (a “Private Corporation”) have unlawfully produced ‘Federal Reserve Notes’ in violation of the American Constitution. Federal Reserve Notes are not money, and are nothing more than **“Promissory Notes”** issued by them for “U.S. Treasury Securities” (T-Bills), instruments deemed as a promise to pay their (*private, for – profit*) debts (*at the public’s expense and injury*). Furthermore, the actors have been, and are, converting such *misbegotten profits* and *misdirected benefits* to enrich the *private* owners of the “Federal Reserve Bank”. Thus, any demands made upon the natural people by those persons alleging to be ‘Public Servants or Government’. Their business operations have been terminating in the generating of profits and benefits to and for the private, foreign bankers and creditors for the United States Corporation Company. These corrupt activities converts the ‘Public Offices of Trust’ and the powers vested in the ‘Seats of Government’; contaminates the sovereign authority vested in those *Seats of Government*; and converts them into private, for - profit constructs, deemed for criminal enterprises.

The *de jure* Public Offices and seats of Government are not lawfully executed when the said *de facto* Public Servants misuse the said seats and Offices (*established for the Public*) and misapply and misdirect the powers vested therein to serve the private interests of, and to generate profits for, the private, foreign corporation owners, their creditors and operators of the “United States Corporation Company”. Their corrupted actions, pseudo-legislation, and colorable operations serve to enrich the private United States Corporation Company’s Employees, its Contractors, its Personnel, and any Agent or Agency representing or doing business under the *de facto* jurisdiction under the *de facto* and assumed authority of the Officers of that said foreign ‘Private Corporation’.

Again, one must maintain a proper perspective of this Private vs. Public relationship in all affairs. Therefore, one must comprehend the legal, lawful and Estate - protecting reasons as to why and how extensively such fraudulent Actors (*imposters / impersonators*) have been robbing and injuring the people, and why these operatives and Actors are subject to **“The Clearfield Doctrine”**.

In all matters of interfacing and or interchanging with these alleged and clearly *de facto* Public Servants (*doing business as, and for,*) the ‘United States Corporation Company’, know that they are employees of a ‘Private Corporation’. Logically, it follows that (*the Corporation’s*) Agents, and Agencies, its Employees, its Personnel, its hired Contractors; and its Franchisees, in general, are also “Private Corporations” as distinguished from “Public Corporations”. These misdeeds established that their Employees and Personnel did not (*and do not*) lawfully possess the implied sovereign authority vested in the seats of government that these people (*falsely claiming to be government*) have been, and are (*wrongfully*) exercising. The *civil – nuisance* status attributed to them, is due to their active and constructive frauds; and their deliberated conversion of their governmental functions and operations going ‘private’ and away from the confines of the ‘Publics’ **‘Republican form of Government’** as prescribed by the American Constitution. Misprision was ever – more exacerbated by them, via their forging their own alien, private, and foreign **‘Democracy Order’** of 1933, genitive of feeding their ‘Private, for profit

Corporation’, and supported by their *counterfeit* Federal Reserve ‘Debt Notes’ and *Securities* constructed of an unconstitutional and foreign character and nature.

Their *de facto* operatives’ political functions, and their ‘for – profit’ activities and frauds were, and are, in contradistinction to the American Constitution. Therefore, they are foreign, private, and alien persons operating and acting adverse to the American Constitution, and possess no sovereign powers to act as “Public Officers” or as legitimate ‘Departments of Government’. In preservation of the rights of all true Americans, those who possess any honor or integrity of *Right - Law*, must diligently attenuate the preservation of all *Substantive Rights*. Take all due diligence to act in the interest of all things necessary to facilitate the preservation of your Estates. Accordingly, consider the same in matters involving the preservation of the *de jure* American Republic; and in the preservation of *Stare Decisis Law*. Think of, and invoke, **The Clearfield Doctrine**; – being the ‘*Stare Decisis*’ law. Think of, and act upon, the restoring of, and the preserving of, your *Estate*. With that knowledge, proceed and act accordingly!



### **The Origin of the ‘Clearfield Doctrine’**

#### **☞ - A Clearfield, Pennsylvania Law Case - ☜**

On April 28, 1936, an employee for the Federal Reserve Bank of Philadelphia mailed a check for \$24.20, drawn on the Treasurer of the United States, to Clair Barner. The check was Barner's paycheck from the Works Progress Administration (WPA). Clair Barner never received the check, which was stolen by an unknown party. The thief forged Barner's signature and cashed the check at the J.C. Penney Department Store, located in Clearfield, Pennsylvania, where the alleged thief assumed the identity of Mr. Clair Barner. J.C. Penney then turned the check over to Clearfield Trust Company as its collection agent. Clearfield Trust Company collected the check from the Federal Reserve Bank, knowing nothing about the forgery.

On May 10, 1936, Clair Barner informed his supervisors at the Works Progress Administration that he had not received his paycheck. His complaint made its way up the chain of command, and on November 30, 1936, Clair Barner signed an affidavit alleging that the endorsement of his name on the check was forged. Neither J.C. Penney Company nor Clearfield Trust Company (*corporate persons*) had any notice of the forgery until January 12, 1937, when an employee of the U.S. government sent its first notice about it. The United States agent sent its initial request for reimbursement on August 31, 1937, and filed suit against Clearfield Trust Company in the United States District Court for the Western District of Pennsylvania on November 16, 1939. The government based its cause of action on the express guaranty of prior endorsements by Clearfield Trust Company.

The District Court determined that the dispute should be governed by the state law of Pennsylvania. It then dismissed the government's complaint on grounds of laches, holding that because the United States unreasonably delayed in notifying Clearfield Trust Company of

the forgery, it was barred from recovery. The United States Court of Appeals for the Third Circuit reversed the dismissal.

**Note:** ‘*Laches*’ refers to, and relates to, *delay* for sufficient time as to assume acquiescence, where a person neglects to assert his rights, not as measured by a statute of limitations but as justice would require in any given case.

### **The Decision Rendered by the Court [edited]**

Justice Douglas, writing for a unanimous United States Supreme Court, first distinguished the case from *Erie Railroad Company vs. Tompkins*, holding that because the U.S. government was exercising a constitutionally-permitted function in disbursing its own funds and paying its debts, the commercial paper it issues should be governed by federal law rather than state law. Thus, the ‘Erie Doctrine Rule’ -- that a United States District Court must apply the law of the state in which it is sitting -- did not apply. In the absence of an applicable Act of Congress, a federal court had the right to fashion a governing common law rule by its own standards.

While the Court's decision explicitly retained the option of applying state law in fashioning a federal common law rule, the Court chose instead to fashion its own rule based on prior decisions. Justice Douglas identified a major federal interest in permitting the Court to fashion its own rule: uniformity in dealing with the vast amount of negotiable instruments and commercial paper issued by the federal government. Douglas reasoned that if each transaction were subject to the application of a multiplicity of different state laws, confusion and uncertainty in the administration of federal programs would be the result.

Justice Douglas chose to follow the rule set forth in *United States v. National Exchange Bank of Providence*, 214 U.S. 302 (1909), in which the U.S. Supreme Court held that the U.S. government, “*as drawee of commercial paper stands in no different light than any other drawee*” and could recover on a check as a *drawee* from a person who had cashed a pension check with a forged endorsement, despite the government's protracted delay in giving notice of the forgery. The *National Exchange Bank* case held the government to conventional business terms, but said nothing about whether lack of prompt notice was a defense for nonpayment of a check. The Court held that the Pennsylvania state law -- requiring prompt notice from the *drawee* -- presumed injury to the defendant by the mere fact of delay. In this case, not only did Clearfield Trust Company fail to demonstrate that it had suffered a loss because of the delay in notice, it could still recover the amount of the check from J.C. Penney, because none of its employees detected the fraud. The court chastised both companies for their “neglect and error” in accepting the forged check, and suggested that they should only be permitted to shift the loss to the drawee only when he can demonstrate that the delay in notice caused him damage.

When reading about, or addressing any and all legal or lawful issues or controversies, always remember the fact that ‘*Corporations*’ have been designated the legal status of ‘*Person*’ via the 14th Amendment (1868). And while the same is not necessarily an issue of argument in this (*Clair Barner*) case, it may be of serious concern in a refined argument involving ‘**Human Rights**’ and ‘**Estate Rights**’, which can be distorted and or violated, due to the spurious character and nature of the “*14th Amendment - Person – Entity*” (*artificial person / artifice*) as



distinguished from the ‘Divine, and Natural Being – Person’ or, as plainly stated, “the living man, as manifested in flesh”.

The **original and intentional** construction of the 14th Amendment (1868) was designed to veil ‘Human Trafficking’ occupational ‘Peonage’, and to institutionalize forced, ‘Bureaucratic Servitude’, it was dubiously passed under Feudal – Law operations, and guised as being constitutional. In an ultimatum argument involving a legal “Right of Claim” made by a living, breathing, sentient man of (*the human specie*), historical and law knowledge is of immemorial importance. The demonstrable capacity for one to be able to clearly make the actual and apparent distinctions between the ‘Natural Person’ (*real*) and that of the ‘Corporate Person’ (*legal fiction*) can not be overemphasized.



## **Legal Definitions and Terms in Jurisprudence**

### **∞ - For Consideration and Study - ∞**

*The American Constitution for the United States Republic of North America is not really a modern or contemporary document in character or in its nature. The American Constitution is a derivative political instrument. The European men who are commonly referred to as the ‘alleged’ ‘founding fathers’, as popularly presented in North American schools and controlled - stock books, are assumed, by many miseducated natural people, to have invented or dreamed up the deep and refined reasoning that went into its arrangement and construction. Truth be told is that the Constitution’s just and erudite character for right – law governance (was the result of qualified and disciplined studies) and was secretly adopted from ancient civilization principles dating back many thousands of years.*

*The ‘alleged’ founding fathers were, by directive and design, exposed to ancient Hikuptah (Egyptian) governmental systems, advanced sciences, and Cosmology – Culture. And via those Adeptus lessons and studies, the agreed students of ancient Canaanite / Moabite Sciences, were given privy – council to even more ancient civilization culture and sciences. The ‘Founding Fathers’ is a customary historical social title given to those European Colonial members of the ‘Constitutional Convention of 1787 A.D. These events, truths, and other facts are well known by the leading Historians, Anthropologists, Scholars and Rulers of the world. The suppression of such Gnosis (knowledge) however is primal to the maintenance of Colonial Operations on the planet. Therefore the exposure of true world and human history has had very little expository traction in the European Colonial – controlled schoolrooms of North America. Unsettling truths about ancient Asiatic / African History and Culture are generally and systematically shunned, distorted, or hidden in slavery – oriented institutions, and servitude – based, or in the traditionally occupied countries administered under the Bishopric’s Papal ‘Discovery Doctrine’.*

*It must be acknowledged by any honest world Historians, Sociologists and Anthropologists, that the United States of North America has the potential (by virtue of the Constitution) to be the greatest and most prosperous country in the world. The unfortunate caveat is that the great potential (as a goal) was and is tainted by Inquisition - sponsored slavery and by operative ‘color-of-law’. And the ‘colorable’ operations of government reveals that the country has*

suffered 'Misprision of Treason' and 'Usurpation', standing in crude contradistinction of its supreme law and guaranteed Republican Form of Government (See Article IV, Section 4). The artful malfeasance came about at the unclean hands of Officials, and infecting all levels of government; Federal, State and Local. And the treachery came from within the ranks of its own monopoly - oriented political parties.

Corruption is the impairment of integrity; a disregard of virtue; and a decay of moral principles. And as fate (and cause and effect) would have it, this state of a lack of moral credibility and its ensuing decomposition is what the United States institutions have come to. Especially evident are the acts of the officers of the courts, the banks and the educational institutions. Thus, the wiser among us are accepting the reality and fact that an educated body of natural people and citizens are hard to enslave! The diligent among us recognize the need for self – discipline studies. To expect corrupt and racketeering politicians and public servants to correct themselves is a naïve position for any thinking natural person to assume or to have faith in. We will all be better off to take special care when dealing with any government or quasi-government agencies, without studious preparation and due diligence! Study!

Study and analyze the conditions for, and usages for, the following words, definitions, terms, and legal phrases. The knowledge they impart applies in our daily affairs whether or not you make immediate use them, or if someone else or some entity representatives uses them in relation to instruments mailed to, or presented to, you. Relate them to all contractual, business, and social interchanges in which you may be involved, and possibly will be involved. The intersocial interests enveloped around them and their legal functions applies to everyone at one time or another! They are presented for your birthrights – securing support, 'writ' constructing use, critical analysis, and intellectual considerations. These and other relative 'Words' and 'Law Terms' are especially of prime interest when making counter-arguments for your defense in issues involving contracts, mortgage foreclosures, loans, and like issues that may come into dishonor; and thus create controversies that must be dealt with by Law or by 'Legal Process'.

Anyone who faces the destructive legal processes and negative affects of a 'Writ of Execution', a 'Foreclosure' or any other type of suit or court action, should be especially diligent in these studious matters of Legal and Law Discourse. During the course of one's studies and reviews of the same, remember to not limit ones self to these words and terms alone. Also refer to synonyms and to others like word and phrase sources of information concerning Birthrights, Unalienable Rights, Identity, Status, Hereditaments, and the like. If you find yourself in a possible legally compromising position, these should prove their value many times over. Use them in counter – arguments in order to clear up any insensate or flawed concepts when responding to Legal Notices or otherwise.

Law governs all evens! Law also begins with self; and ignorance of the Law is no excuse! In all areas of social interchange, sociology and civilization, such ignorance of consanguinity and nativity is not forgiven.

Obligation is thee condition of being indebted, ethically, morally, or especially legally. It is a constraint by moral, ethical, physical, or legal force, or by the exigencies of circumstances, etc. Obligation is something one is bound to do or to forebear (as by law, by conscience, or by social pressure) being a duty to do something or to pay something.

*And so, when one looks at the laws and rules that cover and govern Contracts, Agreements, Constitutions, Treaties, Compacts, Mortgages, Guarantees, and other related instruments, think, Obligations! Obligations! Obligations! Thus, one should be, and must be, aware of the responsibilities that these various instruments impart upon all of us who live a society. Social, natural, and political rules of order are binding upon every living being, in one form or other.*

*Always clearly identify and verify the ‘parties of interest’ when examining any binding ‘Contract’ or ‘Agreement’ whenever there is an unclear, unperformed, unsatisfactory, or unsettled issue in controversy in society or in a court.*

- 1. Treaty of Peace:** Is an agreement or contract made by belligerent powers, in which they agree to lay down their arms, and by which they stipulate the conditions of peace and regulate the manner in which the peace is to be restored and supported. A Treaty is not only the Law but also a contract between two nations and must, if possible, be so construed as to give full force and effect of all its parts.
- 2. Treaty of Peace and Friendship:** Is the world’s longest running treaty; and is a ‘*Treaty of Amity and Commerce*’. It was sanctioned under the authority of the Sultan of Morocco, Mohammed Ibn Abdullah and sealed in the Royal Court of Morocco in the month of Shaban of 1200 M.C., which equates to the month of August in the Christian Calendar year of 1787 A.D. The ‘*Treaty*’ was amended only once, in the year 1836, and stands as the ‘Supreme Law of the Land’, even unto the present day.
- 3. Good Faith:** Relates to honesty of intention, and freedom from knowledge of circumstances which ought to put the holder upon inquiry. It is an honest intention to abstain from taking any unconscientious advantage of another, even though technicalities of law, together with absence of all information notice, or benefit or belief of facts which render transaction unconscionable.
- 4. Fraud:** Is an intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to her, or to surrender a legal right. Fraud is a false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he or she shall act upon it to his or her legal injury. Fraud is a generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth. It includes all surprise, tick, cunning, dissembling, and any unfair way by which another is cheated.
- 5. Impostor:** Is a person who, under color or by deception, places himself or herself in a position or role not rightfully or lawfully belonging to, or delegated them. The same applies to one who exercises authority, to the injury of others, even in the course of executing a duty authorized to him or to her, if such act or acts are done wrongly or in violation of ‘due process’.

6. **Impersonator:** Is a person who, under pretense or deception, presents or poses as someone whom he or she is not; or portends to be some authority or officer, etc., but is, in fact, not as he or she has claimed, been charged, or has been represented to be.
7. **Nom de Guerre:** Is a war name usually used for a spurious purpose; or a pseudonym.
8. **Demand:** Is to claim one's due; to require; to ask for relief. To summon; to call in court. "Although solemnly *demand*ed, comes not, but makes default".
9. **Default:** Is by its derivation, a failure. It is an omission of that which ought to be done. Specifically, a default is the omission or failure to perform a legal duty to observe a promise, or to discharge an obligation. Default embraces the idea of dishonesty or an act or omission discreditable to one's profession.
10. **Discovery:** Is generally referring to that which the ascertainment of which was previously unknown or unrevealed; the *disclosure* or *coming to light* of what was previously hidden; the acquisition of notice or knowledge of given acts or facts; as, in the regard to 'fraud' affecting the running of the statutes of limitations, or the granting of a new trial for newly '*discovered*' evidence
11. **Disclosure:** Is revelation and the impartation of that which is secret; to bring into view by uncovering and lay bare; to reveal to knowledge, and to free from secrecy or ignorance and to make known.
12. **Drawee:**
13. **Land Grant:** Is a tract of land given by the government. Keep in mind the intellectual obligation that one has to clearly and distinctly identify all persons and agencies acting with the power government, and determine, by supreme law, all aspects of jurisdiction involved in such actions.
14. **Homestead Act:** Is a special Act of the Congress for the United States that was passed in the year 1892 A.D. This 'Act' made public land in the West available to the escheating European Settlers, without payment; and such lands were usually dispensed in lots of 160 acres. An '*acre*' is a quantity of land that contains 160 square *rods* of land, in whatever shape. A '*Rod*' n relationship to land, is a lineal measure of sixteen feet and a half. A '*Rod*' is also referred to as a '*Perch*'.
15. **Patriot:** Is a person who loves, who supports, and who defends his country and its interests; from a patriarchal perspective, with devotion. This term was used first by the pale-faced British, and relates strongly to the dedicated subjects of the Papacy (*Bishopric*), the Niceno – Constantinopolitan Creed, and to European - oriented, Feudal Law systems of government.
16. **Cestui Que Trust:** Is a Trust which is established for the use of someone who has a right to a beneficial interest in and out of an Estate, while the legal *Title* actually belongs to another; thus the person who possesses the equitable right to property and receives the rents, the issues, and the profits thereof, the legal Estate of which is vested in a *Trustee*.

17. **Cestui Que Use:** Is he or she whose use and benefit that the lands and tenements are held by another. Thus, the *Cestui Que use* has the right to receive the profits and the benefits of the Estate, but the legal Title and possession (*as well as the duty of defending the same*) resides in another.

18. **Cestui Que Vie:** Is he or she whose life is the measure of the duration of an Estate; and is the person for whose life that any lands, *Tenements*, or *Hereditaments* are held.

19. **Trustee:** Is a person, usually one of a body of persons, who is appointed to administer the affairs of a company, an institution, a minor, an incompetent person, or the like, etc. A Trustee is also a person who holds the ‘*Title*’ to property for the benefit of another.

20. **Trust:** Is a Charge; Custody; or a Care; to leave valuables to someone’s trust. It usually involves something committed to, or entrusted to, one’s care for use or for safekeeping; as an Office, a duty, or the like; also Responsibility. In like form, a ‘Charge’ is a ‘Trust’ that can be created for any purpose which is not illegal, and which is not against Public Policy. A case of law for study is demonstrated by the following: (Collins vs. Lyon, Inc. 181 Va. 230, 24, S.E. 2<sup>nd</sup> 572, 579.

21. **Title:** On the subject matter of “*Real Property Law*” Title is the means by which the owner of Lands or an Estate, etc., has the just possession of his or her Property; being the union of all the elements which constitute ownership. Thus, *Title* may be defined generally to be the *evidence of right* which a person has to the possession of property. Title, thus, generally implies and appears, on the whole, to signify the outward evidence of the right, rather than the mere right itself.

22. **Tenement:** Is a legal term, which in its basic or vulgar acceptance, is only applied to houses and to other buildings. But in its original, proper, and legal sense, tenement signifies everything that may be *holden*, provided that the thing is of a permanent nature; or whether it is of a substantial and sensible, or of an unsubstantial or ideal kind. Thus, *liberum tenementum*, frank tenement, or freehold, is applicable not only to lands and other solid objects, but applies also to offices, to rents, to commons, to advowsons, franchises, peerages, etc.

23. **Holder:** In law, generally refers to a person who is the ‘*holder*’ of a *Bill of Exchange*; a *Promissory Note*; or a *Check*; and is the person who has legally acquired possession of the same.

24. **Land Patent:** Is a ‘*Muniment*’ of Title, issued by a Government or State for the conveyance of some specified portion of public domain, and given to someone. A **Muniment** is the evidence or writing that enables one to defend the claim of Title to an Estate, or to maintain a claim to rights and privileges, etc. A Muniment may pertain to Titles, Deeds, Papers, Statutory Grants, Charters, Furnishings, and Judgments, etc. Land Patents generally pertain to tracts of land, or a tract of land, granted by a Central, Federal, or State Government to an individual or private company. A ‘Land Patent’ is known at Law as, ‘Letter Patent’ and usually issues to the original Grantee and their Heirs and Assigns forever. The ‘Patent’ does not constitute ‘Title’ but

is mere evidence of ‘Right’ to ‘Title existing in Law’. Continental (United States of America) is under occupation by European Colonists and Inquisitionists. The corporate U.S. government and their corporate States do not give or deliver a true Title to you in their demo processes because they are a foreign entity and do not have or possess lawful Titles. The first United States ‘Land Patent’ was issued on March 4<sup>th</sup> of 1788 A.D. to a man named John Martin. That ‘Patent’, issued to John Martin, reserves (to the United States) one third of all gold, silver, lead and copper within the land evidenced by that it. In 1919 A.D., President Woodrow Wilson signed a ‘Land Patent’. The United States Treasury Department was placed in charge of managing all public lands until 1812 A.D., when the ‘General Land Office’ was created to assume that duty and function.

**25. Treaty 390:** The General Land Office issued more than two – million (2,000,000). Land Patents. ‘The General Land Office’ is now called, ‘The Bureau of Land Management’.

**26. Absolute Title:** As applied to Title to Land, is an exclusive Title or at least a Title which excludes all others not compatible; and it is a clear Title that is free of any judgments.

**27. Allodial Title:** Free; not holden of any lord or superior; owned without obligation of vassalage or fealty; the opposite of feudal.

**28. Aboriginal Title:** Type of title of [Moors] based on continuous occupancy and use to exclusion of others.

**29. Owner:** Is that possessive principle of belonging to one without encumbrance, without hindrance, and without valid or legal claim by another.

**30. Deed:** Is a document sealed as an instrument of bond, of contract, or of conveyance; especially pertaining to property.

**31. Deed of Trust:** Is essentially a ‘*Trust Deed*’ and is an instrument being a species of mortgage which is given to a Trustee for the purpose of securing a numerous ‘*class of creditors*’ as ‘*bondholders*’ of a corporation, with the power to foreclose and to sell upon the failure of the payment of their bonds, notes or other claims. A *Deed of Trust* is a security resembling a mortgage, and being a conveyance lands or property to trustees to secure the payment of a debt, and turning over the surplus to the *grantor*.

**32. Trust Deposit:** Is where the money or property is deposited to be kept intact and not to be commingled with other funds or property of the Bank; and the same is to be returned in kind to the depositor or payment of particular debts or obligations of the depositor.

**33. Promissory Note:** Is a written promise to pay or to repay a specified sum of money at a stated time or on demand. A ‘*Promissory Note*’ is also called, ‘*A Note of Hand*’. A ‘Note’ is a brief record of something, written down to aid the memory. A ‘Note’ is also a piece of paper indicative of a debt, and used by a government or a bank as a ‘certificate’ for paper currency, as distinguished from, and used in counter-distinction to ‘lawful money’; essentially, ‘Fiat’.

**34. Lender:** Is he or she from whom a thing is borrowed. To *lend* is to put out for hire or compensation.

**35. Trespass:** Is the doing of some *unlawful act* or the *doing of a lawful act in an unlawful manner* to cause an injury to another person or property. It is an unlawful act committed with violence, actual or implied, causing injury to a person, property, or the rights of another, and done with force and violence, either actual or implied in Law.

**36. Borrower:** Is he or she to whom a thing is *lent* at his or her request. Under usury statute, a borrower is one having the use of money by forbearance of his or her creditor; and is the person or party who secures the use of money in any way upon an excessive consideration. The borrower is also designated as the *indorser* of ‘*note*’ who receives *no part of the money advanced* and who was merely *surety*.

**37. Surety:** Is one who undertakes to pay money or to do any other act or thing in the event that his or her principle fails therein.

**38. Auditor:** Is a public officer whose function is to examine and pass upon the accounts and vouchers of officers who have received and expended public money by lawful authority. Thus, and Auditor is an officer who examines accounts and verifies the accuracy of the statements therein.

**39. CPA:** Is an acronym that stands for **Certified Public Accountant**.

**40. Execution:** Is the action of carrying out or carrying into effect; accomplishment; or giving the effect to. It is the due performance of all formalities, as signing, sealing, etc., to give validity to a legal instrument.

**41. Fiat:** Is essentially non-redeemable *paper ‘notes’* of debt, which are arbitrarily decreed as ‘*money*’ but is actually ‘*counterfeit*’; is contrary to Article I, Section 10 of the United States Republic Constitution, and not backed by gold or silver coin, which is the ‘*specie*’ or ‘*lawful money*’.

**42. Specie:** Is the actual and substantive coined money as prescribed in Article I, Section 10 of the Constitution for the United States Republic of North America. In Law, ‘*Specie*’ means, “*in kind, or in the same kind or shape*” as expressed in coin. Specie is gauged by weights and measures, and not by paper notes.

**43. Substance:** Is the *essential or material part* of a thing, as distinguished from a “*form*”. Substance means not merely subject of an act, but is an intelligible abstract or synopsis of its material and substantial elements, though the substance may be stated without recital of any details.

**44. Interest:** Is the most general term that can used or employed to denote a property in land or chattels. In its application to lands or things real, interest is frequently used in connection to and with the terms, *Estate, Right, and Title*; and properly includes them all.

**45. Action:** Is conduct, behavior, or something done. It is the condition of acting; an act or a series of acts. In legal practice, *Action* is the legal and formal demand of one's right from another person or party made and insisted on in a court of justice.

**46. Mortgage:** Is a temporary and conditional pledge to a creditor as a security to a debt, being a contract or deed specifying the terms of such a pledge. '*Mort*' is derived from the Latin word, '*Mortuus*' meaning, '*dead*'. The Middle English word, '*Mortgage*' is derived from the Old French, '*mortgage*' meaning, '*dead pledge*'; to stake against the future success or failure of such a pledge; and, by design, to place an advance liability upon it.

**47. Close:** In contract law means to finish, to terminate, to complete, and to wind up, as to '*close*' and account an estate, a bargain, etc., as to shut up, so as to prevent entrance or access by any person.

**48. Foreclosure:** In contract law means to shut out; to bar; to terminate. It is essentially an act to action to terminate a mortgagor's right of redemption; and to destroy an equity of redemption.

**49. Allonge:** Is a piece of paper or note attached to a '*Mortgage*' or '*Promissory Note*' that accommodate extra signatures, etc., for which there is no room for attachment to the '*Mortgage*' or '*Promissory Note*'. An '*Allonge*' reveals the evidence additional parties of interest or levy upon the '*Mortgage*' and not a party to its original construction or agreement; such as, a party to whom the '*Mortgage*' was sold to, etc.

**50. Affixation:** Is to attach, to fix or to fasten in any way or manner; to inscribe or to impress upon, such as a signature, a seal, a trade-mark. Also a surety attached.

**51. Allocation:** Is an allowance made upon an account by placing or adding a thing by assignment or allotment.

**52. A Warranty Deed:** Is merely a '*Color of Title*'. And a '*Color of Title*' presents an appearance, a semblance, or simulacrum of Title, but which for some defect, in reality, fails in truth or fact and falls short of establishing Title.

**53. Color of Title:** Is a Title which resembles or has the deceptive appearance of Title, but is not a true Title in fact, and is not a true Title in Law.

**54. Patent:** Is a '*Grant*' of some privilege, property, or authority, made by the Government or Sovereign of a country and given to one or more individuals.

**55. The Truth in Lending Act:** Is a United States of America law, that was passed in the year 1968 A.D. and is designed to protect the Consumers in all '*Credit Transactions*' by requiring a non-vague and clear disclosure of the '*key terms*' and '*elements*' of the lending arrangement, with inclusion of all the costs. This Statute is contained in '*Title 1*' of '*The*



*Consumer Credit Protection Act* as amended in (15 U.S.C. Subsection 1601). The regulations implementing the Statute, which are known as, '*Regulation Z*' are Codified at 12 CFR Part 226.

**56. Failure to Give Proper Rescission Notice:** Creditors are required by law to give or to deliver 2 copies of the 'right to rescind' to each consumer doing business with them. That said 'Notice' must disclose the following:

- a. The 'Notice' must disclose the retention or the acquisition of a security interest in the consumer's principle dwelling.
- b. The 'Notice' must disclose the consumer's 'right to rescind'.
- c. The 'Notice' must disclose to the consumer, how to exercise the right to rescind, including the form for that purpose; setting forth the Creditor's business address.
- d. The 'Notice' must disclose the effects of the 'rescission', and the date that the 'rescission period' expires.

**54. Rescind** means to abrogate, to annul; to avoid; or to cancel. And the act of '*Rescinding*' is a **Rescission**. The Rescission of a Contract is its '*cancellation*' or '*annulment*' by one or both parties. Rescission amounts to completely undoing the '*contract*', not merely ending it. When a Contract is '*rescinded*', the parties are restored to their former positions, while termination cancels whatever remains to be carried out. The following are some causes or reasons for initiating a *Rescission*:

- a. Fraud and Duress.
- b. Mistake.
- c. Mental Incapacity and thus Incompetence.
- d. Non - performance.
- e. Misrepresentation and Non-Disclosure, etc.

**57. Sue / Suit:** Is to commence or to continue legal proceedings for recovery of a right; to proceed with as an action, and follow it up to its proper termination; to regain a right or some other compensation by legal process.

**58. Nabi:** Is a name synonym for Prophet and Revealer. A Prophet is one who received direct inspiration to the mind (*Wahy*) or by way of the Divine impression upon the heart.

**59. Khalif / Khalifah:** Is a Vice Regent and Enlightener in Moorish society or a Moslem government. Khalifah is from Khalif, meaning "to leave behind"; being a successor; a Vice Regent; or a Deputy. Khalif is a title given to the successor to the Prophet, and who is vested with the power of authority in matters of the 'State' so long as he or she rules in conformity with the Law.

**60. Sultan:** Is the title used for head Ruler or King. Its literal meaning is "strength".

**61. Hajib:** Is the officer or person holding a position of 'Keeper of the Door'.

**62. Amir:** Is a Ruler, a Commander, a Chief, or Nobleman in Moorish society or a Moslem government. It includes the various High Offices in a Moorish State.

63. **Seyaraha:** Is a Pilot or Navigator in Moorish society or a Moslem government. It means “to move, or to start on a journey”.
64. **Qazi:** Is a Magistrate or Chief Judge in Moorish society or a Moslem government. He or She is elected by the people, or appointed by the Ruler of the State. The Office of Qazi must be held by one who is an adult; a free Moor; a sane Moor; and un-convicted of slander: (Qazf). It is befitting that a Moor not covet the position of Qazi. The Qazi must exercise the Office in a place where the public has access. She or he must not accept gifts except from relatives and old friends. A woman may exercise the Office of Qazi, except in the administration of punishment: (Hadd) or retaliation: (Qisas).
65. **Wazir Al'Rais:** Is the ‘First’, the ‘Prime’, or the ‘Most Prominent’ in Moorish society or a Moslem government. Wazir Al'Rais is the ‘Prime Minister’ or one who bears the responsibilities of administration of government.
66. **Sutrah:** Is the ‘Sergeant – at -Arms’ of the Majlis: (Parliament) in Moorish society or a Moslem government. He bears the duty of protecting the Sultan and the ‘Council of Elders’ as well as the Flag, the Talismans, and all vestments of power. He is the executive officer of a select company of Mufti and chosen to function as the (Hujratul'Harrison): Chamber Guardians.
67. **Mufti:** Is an Officer who executes the Law in Moorish society or a Moslem government.
68. **Wazir:** Is the Principle Minister in Moorish society or a Moslem government. The Wazir is an Advisor and a Counselor; and Commissioned and placed in charge thereof. There are three views concerning the etymology of the word: **1.)** Some Moslem people derive the word, ‘Wazir’ from (*Wizr*), meaning, “*A burden*”, because the *Wazir* bears the burden of the State. **2.)** Other Moslems take the word, Wazir from (*Wazar*), meaning, “*A refuge*” because the Ruler has ‘Recourse’ to the Councils of the Wazir. **3.)** Lastly, some Moslems derive Wazir fro (*Azr*), meaning, “*The back or strength*” because the ruler is strengthened by his Wazir, as the physical frame is strengthened by the back.
- 69.
70. **Shariff:** Is the ‘Executive Officer’ of the Mushraff (police) and ‘Head Mufti’ of the Training Academy in Moorish society or a Moslem government. The Shariff carries out the decisions of the Qazi, and has investigative powers. He is also responsible for the general public safety.
71. **Rasm:** Is the Recorder and Keeper of Records in Moorish society or a Moslem government.
72. **Al-Daffa Wa Azawiya Li-Qayasitun:** means, “*The Rudder and Sextant*”. The *Rudder* implies the “*steering apparatus*” used for turning and guiding a “*Boat*” or ‘*Ship*’ on the waters or seas; or for steering, guiding and turning the direction of the political / Body Politic, being the government or ‘*Ship – of - State*’. The *Sextant* is an ancient Astro - instrument used by the ancient Moabites / Moors to calculate, by measurements of the location of the Sun in

relationship to the horizon, and thus charting of the geographical position of a ‘Boat’ or ‘Ship’ on the waters or seas. And likewise, the same applies (*in principle*) for assuring and charting the right direction and position for the political / Body Politic, being the government or “Ship – of – State”.

73. **Hexapha:** Is the dual - triangle glyph that constitutes the ‘Six – Pointed Star’; having one triangle pointed upward, and having one triangle pointing downward. Hexalpa is the Insignia of ‘The Moorish Nation’.

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∞ - Misrepresentations of Mortgages - ∞

A Mortgage is a temporary and conditional *pledge* to a creditor, and is constructed as a security to a debt. It is essentially a contract or deed specifying the terms of such a pledge. ‘Mort’ is derived from the Latin word, ‘Mortuus’ meaning, ‘dead’. The Middle English word, ‘Mortgage’ is derived from the Old French, ‘mortgage’ meaning, ‘dead pledge’, and having its purpose of existence as a stake against the future success or the failure of such a pledge. Mortgages are designed to place an *advance liability* upon it, and thusly upon the ‘Mortgagee’ or *Debtor*.

The truth and facts involved with Mortgages, as issued under European Colonial Powers, is to transfer, by theft and deception, real property (Substance) for implying to loaning of Specie, yet actually loaning nothing. The actual ‘implied’ substance is substituted or counterfeited with and exchange made on the part of the Bankers / Lenders and Occupiers that is mere ‘Book-keeping’ and ledger constructs. These data sources are used for the selling of the names and persons (Mortgagee) as ‘Surety Instruments’. This trickery and misrepresented relationship is the operative purpose and nature of the ‘dead – pledge’ / Mortgage. One of the main social, economic and political functions of, and the dispensation of, these ‘dead-pledge’ instruments was and is to fulfill Colonial / Inquisition escheatage, forced servitude, exploitation, economic genocide, and to stabilize bureaucratic slavery.

∞ - Prime Loans and Chattel - ∞

A prized form of ‘dead-pledge’ / Mortgage is calculatedly promoted amongst Aboriginal and Indigenous natural peoples. These target-specific type of Mortgages are often referred to as, “Prime Loans”. The word, ‘Prime’ is applied to the Colonial States’ highly profitable Mortgages, sanctioned for usage by their franchised bank institutions. The contract - name or business moniker was adopted from the phrase, ‘Prime’ which is used by the U.S. Government to designate the highest grade of what they have designated as, ‘meat’. An example of this connotative application would be the commerce term, ‘Prime Beef’. This ‘food’ administrative term is best understood in sociology and social engineering when associated with its political function and choice of usage in matters of slave-holders.

The relative word, associated with ‘Prime Beef’ is, CHATTEL. The word, ‘Chattel’ is derived from the Middle English word, ‘Chatel’ meaning property and goods. The English

derived ‘*Chatel*’ from the Old French and Medieval Latin word, ‘*Capitale*’ which means, *chief* or *head*. ‘Cattle’ livestock as owned by European Colonists, was and are equated as no different than the natural people used as slaves, in violation of nature’s laws, by the European Slave-holders, and vice versa. Thus, ‘Prime’ in the connotative political sense, is referencing (as valuable property) the subjugation, bonding and selling of the natural persons (Aboriginals) held by the foreign Inquisition operatives, institutions and persons doing business at North America.

Chattel or Chattels is a legal term and refers to an article or articles of personal property, as opposed to real property. Chattels are thus, things personal and movable, and may refer to animated property as well as to inanimate property. For exploitation and extortion purposes, European Colonists, by way of legal chicanery, and concocted by Barristers (Lawyers, Esquires, and Attorneys, etc.) devised deceptive ‘*Chattel Paper*’ and *Chattel Mortgages*’. To effectuate their processes, which are designed to Escheat substance by deception, Chattel Mortgages helped fill the bill.

To enforce the escheating effects of their ‘dead-pledge’ chattel Mortgages, ‘color of law’ and ‘color of title’ legislation and rules were needed. President Woodrow Wilson and the operative Inquisition Knights in the U.S. Congress and Senate made all the necessary moves to put that color-of-authority in place. This was done by way of subverting constitutional checks and balances and allowing the establishment of Administrative Courts operating under the executive Branch of Government, to feign real judicial authorization (as per Article III) of the Judicial Branch of Government. In other words, they conspired and established unconstitutional courts with the officers and their supporting agencies exercising judicial authority not lawfully delegated to them. The Inquisition Bankers and Loan Officers (in partnership with the politicians) use this cribbed and counterfeit authority to perpetrate these and other forms of economic burdens (under color) upon unsuspecting natural people seeking Loans and Mortgages.

This small dissertation on past, modern and contemporary information on a fractional function of ‘*European Colonial Operations Policies*’ must be taken in and analyzed with a reasonable level of consciousness about true and real Old World History. One must have a basic and less than biased understanding of world politics; and particularly of Inquisition Colonial Operations in the Western Hemisphere and the world. As an example, to put true light upon the administration of slavery in the Western Hemisphere, refer to such anti-social and inhumane deeds, matters, with perspective views of persons and issues related to some of them.

Consider the following and other expanded examples of deeds, acts, and subjects coming about under the authority and influence of ‘*The Spanish Inquisition*’ operations in the West. The political title names of some of these ‘Missionary / Mercenary / Military’ (Three ‘M’s’) operations are:

1. ‘The Secret Treaty of Verona’ of 1213 A.D., being a ‘pledge’ made by King John of England and promised to Pope Innocent III of Rome; functional (Inquisition Operations).
2. The Christian Black Codes of 1724 A.D.; functional (Inquisition Operations).

3. The squandering of the funds and the subsequent closing of ‘The Freedman’s Bureau’ established by Abraham Lincoln in 1865; Undermined by (Inquisition Operations).
4. The Berlin Conference of 1884 -5 A.D.; ongoing (Inquisition Operations).
5. The Doctrine of Discovery; functional (Inquisition Operations).
6. The King Alfred Plan – Executive Order #11490 & Rex 84; functional (Inquisition Operations).

One should have some insight into the social engineering and silent - war politics and policies associated with the Bishopric’s ‘**Spanish Inquisition**’ and be cognizant that all of the above – mentioned activities were, and are presently influencing and fundamental to U.S. Democracy political constructs and operations. The related facts about these truths, and about the documented records, are well established and known among all erudite Scholars, Historians and especially Secret – Society members. These earlier and contemporary Inquisition activities were and are the offspring of pseudo-religious despots, sadists, tyrants, and ‘*Knights*’ members of their various Secret Orders, or formed under their sanction, influence, and authority.

These ‘*Knights*’ or ‘*Patriarchs*’ have been working diligently, on all levels of society at North America and the Western Hemisphere, and on every continent; initiating such words, deeds, and acts that are designed and give support for the Bishopric’s desired achievements for world conquest. The extortion- by – adhesion – contracts; the license – to - work - oriented social – engineering; the economic imbalances in targeted communities held under U.S. Demo Jurisdictions, and the destructive political policies accompanying them, are common place everywhere. The same are (*often misclassified as, Racism*) but have actual origin and root in these fore-mentioned constructs (but are not limited to them).

Know for a surety, however, that those ‘*Knights*’ (*many who hold most political offices and judgeships across the country*) and who have been misgoverning (*intentionally or not*) are aware that these Inquisition Operations are primal to the early history and politics; to the recent past; and to the current politics of the world. Special emphasis is placed on Knights operating through the monopoly-oriented Republican / Democratic parties (*partnership*) who possess arbitrarily control in ‘The North Gate’ (*North America*). Washington, District of Columbia is the contemporary, ‘*Minion – Seat*’ of and for the Roman Bishopric. The foreign corporation styled as, the U.S. Democracy, conjoined with its colorably-sanctioned Federal Reserve Corporation arm, are tentacles of that Inquisition Bishopric octopus of Rome.

Scholars and Neophytes are advised research the operative office of the ‘*Inquisitor General*’ for the Popes of Rome, being ***Inquisition Revenue Servants (IRS)***. Then research the operations of the loyal ‘*Knights*’ operating at North America, and known as, Woodrow Wilson, who was elected President for the United States in the year 1912 A.D. Research Woodrow Wilson’s private and secret meeting with foreign bankers and Jesuits off the coast of Georgia at Jekyll Island. Then note the establishment of the Federal Reserve System and the contemporary ***Internal Revenue Service (IRS)***. For one to not know about these facts, and about the works of some of the actors, or for one to forget or to ignore these facts and realities, does not change

them. They are operative! The major changes must be with us, and about how we interchange with these ‘*Knight*’ operatives holding political seats in government, in banks, and in the status-quo pseudo-religious orders! If one chooses to cultivate a thinking process or condition of ignorance, be forewarned! It only grooms passivity and feeds the political groundwork for easier victims; for economic destruction; and fuel for war-fodder availed for the Inquisitionists.

Another vitally important aspect of the *Knights*’ works and that of their social – engineering agencies, personnel, and operatives, established for revenue-raising by Feudal Governments shall be revealed for examination. Considering corporations (*14<sup>th</sup> Amendment - artificial persons*) we again refer to property; and especially concerning Chattel. Take note of the position or office of the ‘*Escheator*’. The office or position of the *Escheator* has its origin in England. The job or assignment of *Escheators* is to have jurisdiction over such matters as ‘*escheating*’ for the Rulers of the corporate ‘State’ in order to expand the corporate States’ wealth and power.

In the matters of the European Colonial States issuing ‘*Dead – Pledge*’ Mortgages, know that the ‘*Prime Loan*’ instruments have the well – deliberated and serves the same functional purpose of bringing about the intended effects of the ‘*Doctrine of Discovery*’. Bank loan operatives are trained to deceive unsuspecting borrowers by feigning a loan exchange in ‘*specie*’ and ‘*kind*’ that never really occurs. Their colorably – sanctioned process of adhesion – contract loans sets the legal process and stage into play for institutionalizing *Escheatage* by way of the said ‘Chattel Mortgages’. Most of these are tagged as ‘Prime Loans’.

However, keep in mind that when a Banker or Loan Officer (Knight) starts the commonly – known court actions initiating a ‘*Foreclosure*’ that *(by law and due process) he or she must produce all proof of the related instruments of a valid contract and contractual nature, that establishes that the borrower failed to pay such ‘specie’ or ‘kind’ as demonstrated or implied by the evidence of the same on the original Mortgage contract, or agreement, etc.*

The common practice, however, is that the bankers and loan officers traditionally ‘sell’ the deliberately misrepresented mortgages (*Chattel Mortgages*) to third and fourth parties. Such unrevealed acts, therefore, and by the laws that govern contracts, eliminates the banker or loan officer as a lawful ‘*party-of-interest*’ and as a valid or actual beneficiary, holder, or owner in the ‘alleged’ *loan* or ‘*mortgage*’. Thus, the legal question arises, “*Upon what legal grounds would a Chancery Court and its officers issue to the misrepresenting claimant, (banker or loan officer) a ‘Writ of Execution?’*” Obviously, and more likely that not, fraud and color-of-law activity is involved in that loan and foreclosure process. Examination of the evidence, under the Rules of Discovery and Disclosure will more likely than not, reveal criminal misrepresentation and a ‘conflict of interest’ relationship between the bankers and the ‘rubber – stamp’ grants for foreclosure issued by the Chancery Court officers. Think (Inquisitors Generals and their Deputies).

It is furthermore affirmed that the persons or parties upon whom such instruments are imposed, have the right, under the Laws and Rules of Discovery and Disclosure to have in their possession, verifiable and confirmable ‘valid’ copies of all the instruments and documents, and any other forms used for, used in, or attached to, the original Loan or Mortgage contract. The accused party has the right for these instruments to be examined and critiqued by the alleged borrower, and to use the documented information for constructing and mounting a lawful defense for themselves, the Borrower.

The natural people and citizens have a right to Discovery and Disclosure; this rule stands as a rightful protection under the Law and is in place to assure that all acts and actions (*initiated by the Loaners or Bankers, and used to move the Courts*) are legitimate, lawful, and factual. This assures that all records are accurate. The Officers administering the operations of the Courts are obligated by Law (*with the same confirmed by their signed solemn Official Oaths*) to support and to uphold the Constitution for the United States Republic of North America. The contractual obligation remains (*during the full time of their tenure*) that they hold true to their binding fiduciary duties; and work to assure that no Laws of the Land were or are violated during the entire execution of the Loan or Mortgage process. The Mortgage, Loan, and Allonge documents and all the related evidentiary instruments ‘Requested’ in Discovery, (*upon reasonable examination*) are bound to prove *fraud* and *misrepresentation*, or by evidence of their content, disprove the same and hold the Bank or its Assign’s ‘claim of right’ to be uncolored and true.

If the private, for-profit Owners of the Banks or any of their Assigns or Representatives are claiming to be the true and proven Owners of the Property alleged to be in controversy, **it must be established for the record. If the Owners of the Bank or their Assigns did, in fact, and in** evidence, *loan* the alleged *Borrower* any substantive ‘*Specie*’, whatsoever, (*in any tangible form*) in accord with the Law, then by that evidentiary proof, there exists lawful grounds for the Court’s support of a ‘*Writ of Execution*’. Supporting evidence to that effect would hold that a Foreclosure action is valid. If no such proofs or evidence are pre-existing, produced, or disclosed, then the owners of the Bank, or its Assigns, and their allegations and claims must, by law, be voided. All *Discovery* and *Disclosure* documents and instruments related to the case or cases, shall be given identifiable, evidentiary designations, marks, or Exhibit numbers in any given Mortgage Foreclosure case; Loan case, or any other Foreclosure or Reconveyance case or argument, or controversy, placed in, or brought to, court for litigation.