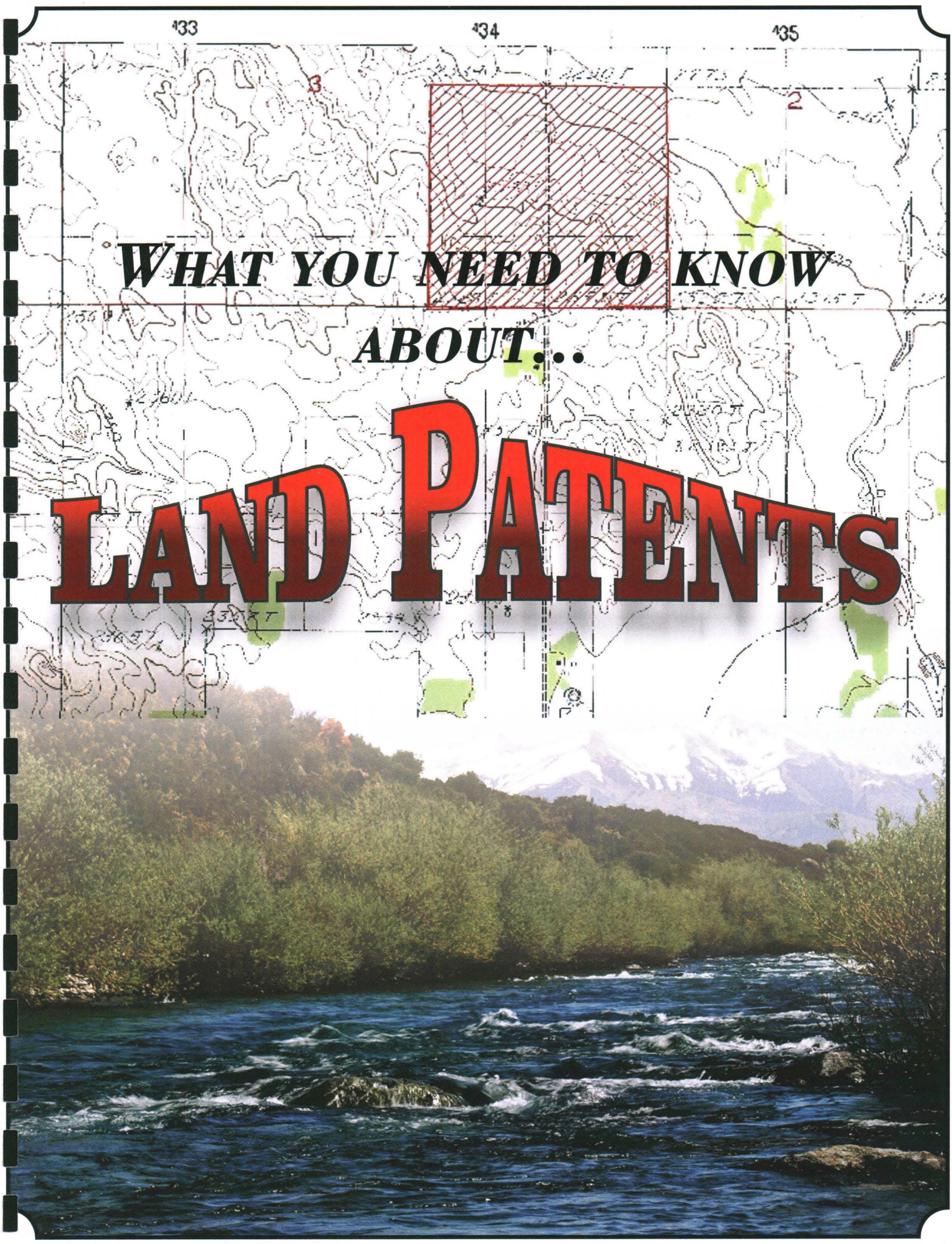



# *WHAT YOU NEED TO KNOW ABOUT...*

# LAND PATENTS

# WHAT YOU NEED TO KNOW ABOUT...

# LAND PATENTS

**U. S. Land Patents are the SUPREME LAW of the LAND**
**per**
**The Constitution for The United States of America:**
**Art. VI (2) and Art. IV § 3 (2)**


## BY: Ron Gibson



**SECOND EDITION – 2015**

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# INTRODUCTION

Hello, my name is Ron Gibson. Welcome to the world of Land Patents.

The purpose of this book, in its second edition, is to help you to better understand what you need to know about LAND PATENTS.

My purpose in compiling the information contained within this book is to help the reader to better understand what a land patent is and the LAW relating to land patents. I not only want to provide the reader with some of the history and law regarding Land Patents, but also to provide the blue print of how to bring your Land Patent forward.

***DISCLAIMER: The information contained in this book, is for informational purposes only, it is not to be taken as legal advice. This information herein is to inform the reader of what a patent is and case law to support its standing. Do your own research so that you are satisfied as to its standing in law. In the event that your land patent is challenged it may need court action.***

In today's world the subject of land patents has almost been lost, both with the public but also the courts, when in fact a land patents authority and jurisdiction are forever! (It states forever on the patent)

**It is very important that you fully understand not only what a Land Patent is, but also how to defend it and why!**

The right of Land ownership comes from the **Bible, Genesis; Chapter, 28: v. 13,14,15, Genesis 47** and other references in the Bible as well.

A land patent is known in law as "Letters patent", and usually issues to the original grantee and to their heirs and assigns forever. The patent stands as evidence of the supreme title to the land, because it secures that all evidence of title existent before its issue date was reviewed by the sovereign authority under which it was sealed and was so sealed as irrefutable; thus, in law the land patent itself so becomes the title to the land defined within its four corners.

The following is referenced from the **COMMISSIONER OF GENERAL LAND OFFICE BOOK, page, 28, 29, (1870)**

**Quote, "*The individual title derived from the Government involves the entire transfer of the ownership of the soil and water." It is purely ALLODIAL: " With all the incidents pertaining to that title as substantial as in the infancy of Teutonic civilization. Following i n the wake of this fundamental reform in our State land laws are several others which constitute appropriate corollary."***

***"The statute of uses was never adopted in the public-land States, and hence the complex distinction between uses and trust has never embarrassed our jurisprudence."***

# NOTES/COMMENTS

# OVERVIEW OF LAND PATENTS

## You may be asking the question, what is a land patent?

A **land patent** is - the conclusive evidence of the right, title and interest in a particular track of land granted to a private party by and from the united states government. In addition to the granting of the land to the grantee, he also receives all of the Authority and Jurisdiction relating to that land. This is what is called a **True Title!**

Note; The land disposal (patent), authority and jurisdiction come by way of Treaty Law.

Your land comes to you from the treaty through your Land Patent. This is critical. The Land Patent secures the treaty authority and jurisdiction to you. The courts are bound by the Supremacy Clause, Article VI Clause II & of the Constitution to uphold the treaty making your Patent a statutory limitation throughout the land! **Wineman v. Gastrell, 54 FED 819, 2 US App. 581.**

When a land patent is issued by the united states government to the grantee, that land patent stands forever, That is why on every land patent issued it states to their **HEIRS AND ASSIGNS FOREVER!**

"The American people, newly established sovereigns in this republic after the victory achieved during the Revolutionary War, became complete owners in their land, beholden to no lord or superior; sovereign freeholders in the land themselves.

These freeholders in the original thirteen states now held allodial title to the land they possessed. This new and more powerful title protected the sovereigns from unwarranted intrusions or attempted takings of their land, and more importantly it secured in them a right to own land absolute in perpetuity. By definition, the word perpetuity means, continuing forever".

# NOTES/COMMENTS

# Types of Land Patents

**There are eleven (11) different types of land patents.**

1. - **Cash Entry Patent**: An entry that covered public lands for which the individual paid cash or its equivalent.

2. - **Credit Patent**: These patents were issued to anyone who either paid by cash at the time of sale and received a discount; or paid by credit in installments over a four-year period. If full payment were not received within the four-year period, title to the land would revert back to the Federal Government.

3. - **Homestead Patent**: A Homestead allowed settlers to apply for up to 160 acres of public land if they lived on it for five years and proof of cultivation and improvements. This land did not cost anything per acre, but the settler did pay a filing fee.

4. - **Military Warrant Patent**: From 1788 to 1855 the United States granted military bounty land warrants as a reward for military service. These warrants were issued in various denominations and based upon the rank and length of service.

5. - **Mineral Patent**: The **General Mining Law of 1872** defined mineral lands as a parcel of land containing valuable minerals in its soil and rocks. There were three kinds of mining claims:

   A. - **Lode Claim Patent**: Contained gold, silver or other precious metals occurring in veins;

   B. - **Placer Claim Patent**: Are for minerals not found in veins or lode formation; loose gravel, etc.

   C. - **Mill Site Claim Patent**: Are limited to lands that do not contain valuable minerals. Up to five acres of public land may be claimed for the purpose of processing minerals.

6. - **Private Land Claim Patent**: A claim based on the assertion that the claimant (or his predecessors in interest) derived his right while the land was under the dominion of a foreign government.

7. - **Railroad Patent**: To aid in the construction of certain railroads. The **Act of September 20, 1850,** granted to the State alternate sections of public land on either side of the rail lines and branches.

8. - **State Selection Patent**: Each new State admitted to the Union was granted 500,000 acres of public land for internal improvements established under the **Act of September 4, 1841**.

9. – **Swamp Patent**: Under the **Act of September 28, 1850,** lands identified as swamp and overflowed lands unfit for cultivation was granted to the States. Once accepted by the State, the Federal Government had no further jurisdiction over the parcels.

10. - **Town Site Patent**: An area of public lands which has been segregated for disposal as an urban development, often subdivided in blocks, which are further subdivided into town lots.

11. - **Town Lot Patent**: May be regular or irregular in shape and its acreage varies from that of regular subdivisions.

**NOTE:**

Regarding **Homestead Patents**; anyone applying for a **Homestead Patent** was required to do a mineral examination within the boundaries being clamed for patent to determine whether any minerals were found. *If minerals were found within the said boundaries before patent issue, then the minerals did not pass with the patent.* Known as: **The Noble Discussion.**

The reason being that the Mineral Lands in the united states was and is to this day considered to be a separate land estate: Surface Estate and Subsurface Estate (Mineral).

**Note**; The Rail Road is by far the largest Patented landowner in the united states, most of which is still under the Original Land Patent.

# NOTES/COMMENTS

# ADDITIONAL LAND PATENT INFORMATION

**Note:**

Any land description excepting any public contract that may infringe on the reasonable and necessary rights of relevant landowners. The land description is excepting infringement on the sovereign rights of the Grantee as a matter of principal under Common Law. Any such infringement of sovereign unalienable rights as protected by the **Constitution for the united states of America, c. 1787,** as amended by the first ten Amendments, known as the **Bill of Rights, c. 1791, is declared excluded, null and void!**

This is notice, of your Pre-emptive Right to possess your land pursuant to the Declaration of Independence [1776]; Law of Nations, Treaty of Peace with Great Britain [8 Stat. 80]; Treaty of Paris [1783]; An Act of Congress [3 Stat. 566, April 24, 1824]; The Homestead Act [12 Stat. 392, 1862]; and 43 USC sections 57, *59,* and 83. The Grantee(s)/ Assignee(s) is mandated, pursuant to Article IV, Section III, Clause II, Article VI Sections 1, 2, 3; Article IV, Section 1, Clause 1 and 2, Section 1 Clause 8, 2; Section 4; the 4th, 7th, 9th, and 10th Amendments [United States Constitution 1789-91], and numerous legislated positive laws, to accept and acknowledge the grant by the original Land Grant/Patent to the original grantee of title in Fee Simple/Allodium; by taking delivery, taking possession, occupying, and accepting title in the chain of title from the original grantee of title, Land Grant/Patent Grantee(s)/Assignee(s) accept said title as Perfect Title. This is a formal Declaration that this process is lawfully executed and completed, being *Nunc Pro Tunc.*

This is the only lawful method that Perfect Title can be held in the grantee's name. See: **Wilcox v. Jackson 13 PET US 498, 101 ED. 264**. All questions of fact decided by the General Land Office are binding everywhere, and injunctions and mandamus proceedings will not lie against it. See: **Litchfield v. The Register, 9 Wall US 575, 19L. ED. 681.** This document is instructed to be attached to all deeds and conveyances in the name of the Party, and to never be separated from them. The required recording of this document, in a manner known as: *Nunc Pro Tunc,* is mandated and endorsed by United States Positive Supreme Law and cited by case history in this document.

The Notice and effect of a Land Patent or Grant of Public Land is a public Law standing on the books in all States (**Except Texas**) and is notice to every subsequent purchaser under any conflicting sale made afterward (the date of the original Land Grant/Patent). See:
**Wineman v. Gastrell 54 FED 819, 4 CCA 596, 2 US APP 581.**
A patent alone passes perfect title to Grantee. See:
**Wilcox v. Jackson, 13 PET US. 498, 10 L. ED 264.**

When the United States has parted with a title by patent, legally issued, and upon surveys made by it self and approved by the proper department, the title so granted cannot be impaired by any subsequent survey made by the government for its own purposes, **Gage v. Danks 13 LA. ANN, 128.**

In the case of ejectment, where the question has been who has the legal title the title patent of the government is unassailable, **Sanford v. Sanford 139 US 642.** The transfer of lawful Title Patent to public domain gives the Grantee the right to possess and enjoy the land transferred, **Gibson v. Chouteau, 80 US 92.**

A patent for land is the highest evidence of title and is conclusive as evidence even against the Government and all others claiming under junior patents or titles (Warranty Deed) etc., **United States v. Stone, 2 US 525.** Estoppel is hereby noticed and has been maintained as against a municipal corporation (County), **Beadle v. Smyser, 209 US 393.**

Until it issues, the Fee is in the Government trust, which by patent passes to the Grantee, and he is entitled to enforcement possession in ejectment, **Bagnell v. Broderick, 3 Peter US 436.** State statutes that give lesser authoritative ownership of title than a patent cannot even be brought in Federal Court, **Langdon v. Sherwood, 124 US 74, 80.** The power of Congress to dispose of land cannot be interfered with, or its exercise embarrassed by any state legislation; nor can such legislation deprive the Grantees of the United States of the possession and enjoyment of the property granted by reason of any delay in the transfer of the title after the initiation of proceedings for its acquisition, **Gibson v. Chouteau. 13 Wall US 92, 93.**

"The patent is prima facie conclusive evidence of title,"
**Marsh v. Brooks, 49 US 223, 224.**

An estate in inheritance without condition, belonging to the owner and alienable by him, transmissible to his heirs absolutely and simply, is an absolute estate in perpetuity and the largest possible estate a man can have; being in fact allodial in its nature, **Stanton v. Sullivan, 63 R.L 216 7a, 696.** The original meaning of perpetuity is an inalienable, indestructible interest. **Bouvier's Law Dictionary Volume 3, page 2570 (1914).**

**NOTE:**

The Grantee(s)/Assignee(s) is/are, in fact, through perfected title by Land Grant/Patent, the lawful owners of the described land, held in Fee Simple/Allodium, including all appurtenances and the Grantee(s)/Assignee(s).

**Notice of Claim of "Forever" Benefit of Original Grant/Patent and Hereditaments.**

If a Land Grant/Patent is not challenged, by any and all claimants, within sixty (60) calendar days, with lawfully documented proof to the contrary, this will be forever default judgment and estoppel against all future claims, from any source, and absolute title to said described land, and the Grant/Patent is established for all time, as no one else has followed the proper lawful steps to acquire legal/lawful title.

# NOTES/COMMENTS

# LAW ON RIGHTS, PRIVILEGES AND IMMUNITIES:

When land title is transferred by patentee, Title and Rights of Bona Fide claim/purchaser will be protected:

**United States v. Debell, 227 F 760 (C8 SD 1915);**
**United States v. Beamon 242 F 876 (CA8 Colorado 1917);**
**State v. Hewitt Land Company, 74 Washington 573, 134 P 474; 43 USC & 15 n 44.**

An Assignee, whether he is the first, second or third party to whom title is conveyed, shall lose none of the original rights, privileges or immunities of the original Grantee of the Land Grant/Patent. No state shall impair a private contract, **U.S. Constitution Article 1, section 10.**

**In Federal Courts the Land Patent is held to be the foundation of title at law, Fenn v. Holme, 62 US 21 How. 481 481 (1858)**

A lawful Land Patent holder is immune from collateral attack:

**Collins v. Bartlett, 44 CAL 371;**

**Weber v. Pere Marquette Boom Co., 62 Michigan 626, 30 N.W. 469; Suret v. Doe, 24 Miss. 118;**

**Pittsmont Copper Co. v. Vanina, 71 Mont. 44, 227 PAC 45;**

**Green v. Barker, 47 NEB 934, 66 NW 1032.**

A Land Patent is conclusive evidence that the patent has complied with the act of congress, as concerns improvements on the land, etc. I believe there is no evidence to the contrary.

**Jankins v. Gibson, 3 LA ANN 203;**
**U.S. v. Steenerson 50 FED 504, 1 CCA 552, 4 U.S. APP. 332.**

# NOTES/COMMENTS

# OREGON ADMISSION ACTS

## ACT OF CONGRESS ADMITTING OREGON INTO UNION

**[Approved February 14, 1859]**

Preamble. Whereas the people of Oregon have framed, ratified, and adopted a constitution of State government which is republican in form, and in conformity with the Constitution of the United States, and have applied for admission into the Union on an equal footing with the other States; Therefore Section 4. Certain propositions offered to people of Oregon for acceptance or rejection. " Fifth Part. That five per centum of the net proceeds of sales of all public lands lying within said State which shall be sold by Congress after the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to said State, for the purpose of making public roads and internal improvements, as the legislature shall direct: Provided, That the foregoing propositions, herein before offered, are on the condition that the people of Oregon shall provide by an ordinance, irrevocable without the consent of the United States, that said State shall never interfere with the primary disposal of the soil within the same by the United States, or with any regulations Congress may find necessary for securing the title in said soil to bona fide purchasers thereof; and that in no case shall non-resident proprietors be taxed higher than residents". **[11 Stat. 383 (1859)]**

## ACT OF CONGRESS ADMITTING OREGON INTO UNION,

Approved February 14, 1859, establishing that the "*State shall never interfere with the primary disposal of the soil within the same by the United States, or with any regulations Congress may find necessary for securing the title in said soil to bona fide purchasers thereof*", the Supremacy Clause, Property Clause, Commerce Clause, or the national Mining Law.

# OREGON REVISED STATUTE 164.075

## Theft by extortion;

1. A person commits theft by extortion when the person compels or induces another to deliver property to the person or to a third person by instilling in the other a fear that, if the property is not so delivered, the actor or a third person will in the future:

a) Cause physical injury to some person;
b) Cause damage to property;
c) Engage in other conduct constituting a crime;
d) Accuse some person of a crime or cause criminal charges to be instituted against the person;
e) Expose a secret or publicize an asserted fact, whether true or false, tending to subject some person to hatred, contempt or ridicule;
f) Cause or continue a strike, boycott or other collective action injurious to some persons business, except that such conduct is not considered extortion when the property is demanded or received for the benefit of the group in whose interest the actor purports to act;
g) Testify or provide information or withhold testimony or information with respect to another's legal claim or defense;
h) Use or abuse the position as a public servant by performing some act within or related to official duties, or by failing or refusing to perform an official duty, in such manner as to affect some person adversely; or
i) Inflict any other harm that would not benefit the actor.

2. Theft by extortion is a **Class B felony. [1971 c.743 §127; 1987 c.158 §27; 2007 c.71 §48]**

# NOTES/COMMENTS

# BREIF HISTORY OF ALODIAL LAND PATENTS

The right of ownership to land goes back to Genesis in the Bible and that right has been carried forward ever sense. **Genesis: Chapter 28, v. 13, 14, 15, and Genesis Chapter 47.**

**Land Patents** were called and are called **"Letter Patents"** because most are one page document much like a regular letter from one person to another.

A land patent that is issued by the United States Government, derives its authority and jurisdiction from Treaties and from there to the **Constitution for the United States of America, Article IV, Sec. 3, Clause, 2**, better known as the land disposal section. (LAW)

Our Land Patent Laws were largely derived from Old English Law, known as **ALLODIAL PATENTS**, which means (The King of your Land). Once a patent has been issued by the United Sates Government and signed by the President of the United Sates and recorded in the county recorders record in which the land is located, it then becomes your fee simple title (owing to no one). MEANING A TRUE LAND TITLE!

Your **warranty deed** is not a true title, but rather a **color of title**. You may be wondering what does that mean. It means you have a partner in the ownership of your land, (the State)!

The original (concept/idea) "letter patent" was from the King of England. There is a record of these "U.S. Land Patents" in the state archives and county court houses. Under English land law all realty (i.e., real estate) was owned by the King, and from the crown all titles (both lawful and equitable) flow.

"All U.S. land patents flow from treaty rights and hold superior title to the land."

After the Declaration of Independence (1776), the American Revolution, and the Treaty of Peace with Great Britain (1783), the American people became complete, sovereign freeholders in the land with the same prerogative as the King. The King had no further claim to the land and could not tax or otherwise encumber it.

**Land cannot be taken for debt or taxes, but Real Estate can be taken.**

# NOTES/COMMENTS

# Allodial Titles & Land Patents

We the People have the unalienable right in a free republic of American Nationals and/or sovereign "state" Citizens to acquire, utilize and "own" property. We the People have the unalienable right to have and hold that property free and clear of government liens and encumbrances. These rights have NOT been abridged, although they have come under attack by the government and the principles/creditors controlling it.

But We the People must understand not only our rights, but how to acquire, utilize and "own" property as it was intended by our founding fathers and guaranteed in the united states of America. We the People (the Kings) must understand not only the nature of money, but also the political, economic and legal systems to be able to claim our rights to acquire and "own" land.

You cannot trust the government, the corporations, the media or the educational system to educate you, or fully disclose honest information about your property rights.

One of the major motivators of the first American Revolution was the issue of allodial rights to land, free and clear of the liens and encumbrances of the King of England. The American people desired to acquire, utilize and "own" their own land without interference from any government, including the government of the United States. **Wineman v. Gastrell, 54 FED 819, 2 US App. 581.**

As a result of generations of Constructive Trust Fraud perpetuated against the American people, and the peoples of the world, we've been conned into believing we are "owning" property, when in fact, and by law, we're only in "possession" of property utilizing it as a renter or tenant would. So long as we pay our rent (i.e., taxes or mortgages), get the licenses, pay the fees, have it insured, regulated, zoned and permitted, we can still remain in "possession."

But as soon as we exercise what we believe is our sovereign right to do as we please with our private property, providing we don't damage or injure another or their property, we often get slam-dunked by a fine, eviction or foreclosure. We must learn about allodial titles, land patents, deeds and conveyances to reassert our sovereign right to private property.

Law bestowed an **allodial title**, upon the land with inalienability right forever; no government, agency, bank or other power could place any lien, attachment or encumbrance on land held in an allodial state. An allodial title is derived from the original, federal land patent. "Land Patents" are still today the highest evidence of title and have never been refuted by any court of competent jurisdiction.

All federal "Land Patents" flow from the treaty (e.g. **The Oregon Treaty, 9 Stat. 869, 6/15/1846**), therefore no state, private banking corporation or other federal agency can effectively challenge the superiority of title to land holders who have "perfected" their land patent. With an updated land patent brought forward in "Your Name" you can hold the rights and title to land as a sovereign, "American" Citizen. Be very clear that this is distinctly different from the equitable interest, of a color of title (deed) etc.

**Property tax attaches to the equitable title and interest in the property and real estate through a hidden federal lien, NOT A LAND PATENT.** If the property and real estate is recorded with a deed, i.e., Trust Deed, Warranty Deed, Quit Claim Deed, Sheriff's Deed, etc., at the County Recorders office, then it is trust property executed and managed by the legal owners: the County, State and federal United States government corporation, and its principals/creditors.

Thus they are the legal owners of the recorded property and real estate, they can require you (i.e., the tenant) to get building permits, abide by zoning restrictions and other statutory regulations including environmental laws because it's NOT your property or real estate. Most Americans are simply glorified "tenants" on what they erroneously believe is "their" property and real estate. Wake up America!

The original "Letter Patent" was from the King of England. There is a record of these "Land Patents" in the state archives and BLM Regional Office. Under English land law all realty (i.e., real estate) was owned by the sovereign, and from the crown all titles (both legal and equitable) flow.

**"All federal land patents flow from treaty rights and hold superior title to land."**

After the **Declaration of Independence (1776), the American Revolution, and the Treaty of Peace with Great Britain (1783),** the American people became complete, sovereign freeholders in the land with the same prerogative as the/a King. The King had no further claim to the land and could not tax or otherwise encumber it.

The "Land Patent" is the only ***evidence*** of TITLE to LAND. Land Patents are derived from the treaties and enabling acts of congress under the signature of the president of the United States when each state entered the Union.

Land Patents are stare decisis (i.e., res judicata). It is already well-settled law and decided. [Editor's Note: See: **Summa Corp. supra; Wineman v. Gastrell, 54 Fed 819; U.S. Appeal 581],**

For example, Railroad land granted and patented in the late 1800's is still "sovereign" today. Building codes and local zoning ordinances do not apply to railroad property. Railroad patents were also issued by a special act of congress (Railroad Grant Acts) granting alternating sections of land in each township. They are still by far the largest landowner in America.

# NOTES/COMMENTS

## UNAPPROPRIATED LANDS = LANDS NOT PATENTED

During the times of the Articles of Confederation, the sovereign state republics wouldn't appropriate any lands to the federal government. They didn't want to relinquish any of their sovereignty to the new government. Finally, the states relented and unappropriated lands were given to the federal government to distribute to the people on the condition that they would grant full allodial title. A "Land Patent Office" was established to distribute these unappropriated lands by way of a grant (Land Patent) to the people.

## THE STATE HAS NO AUTHORITY OVER THE LAND; RIGHT AND TITLE HELD BY THE UNITED STATES

All right and title to the unappropriated land was held to the disposition of the united states government to be granted (not sold) to the people. This is how land comes to the people. In the enabling acts, each state republic agreed and declared they would give up all right and title to land. The state has no authority over the land. Except for Texas, which never gave up its lands (State Patent Office) or military (i.e., Texas Rangers) to the federal government. It is still a free and independent sovereign state. The federal United States government became the trustees with a power of attorney over the disbursement of land to the people in all other states.

"Land Patents are issued (and theoretically passed) between sovereigns. Deeds are executed by persons and private corporations without these sovereign powers". **Leading Fighter v. County of Gregory, 230 n.w. 2d114, 116 (1975)**

Through various acts of congress, land was made available for *granting* (not selling), and the American people became the recipients of those land grants. Land Patents are the first conveyance of title ownership to land. One of the earliest laws for granting Land Patents was passed by Congress on April 24, 1820.

Sovereign Citizens were electors in their respective state republics; landowners are the only authority in the united states of America with the power to elect public officers of the government at every level, county, state and national.

This whole system of granting land worked well until the western state republics entering the post-Civil War Union and surrendered unappropriated lands to the federal United States Government that did not get distributed back to the people. Large portions of the west were not distributed to the people, but held as "federal land" (trust lands) or distributed to the states; this was a flagrant violation of the principles upon which America was founded.

So who has all the land in America? If the state doesn't have any authority over land, and the federal United States government corporation can't own land, then who has the land?

We the People still have all the land in America! The land is still ours. It hasn't gone anywhere. The rights and titles haven't been bought or sold. They are not for sale. By the law of the land, We the People are still holding the right and titles to every square inch of land in the united states of America. We the People must reclaim what is ours.

## LAND IS GRANTED, NOT BOUGHT & SOLD

What has been bought and sold is the "real estate," the equitable interest to property, to the buildings, improvements, equipment that occupies the space above the land, not the land itself. This is evidenced in the land patent itself, even in the deeds and title insurance contracts. Title insurance excludes coverage for the Land Patent. They cannot and will not insure you against a claim for the right and title to the land itself. The warranty deed grants (not sells) the land, and sells the property or real estate. The United States government corporation may not own any land, but it does have equitable interest in lots of "real estate."

## REAL ESTATE v. LAND

You cannot buy land. You cannot sell land. Land must be granted. As a sovereign "American" Citizen it's yours, inherent since the original thirteen colonies formed the united states of America, and each additional state republic entered the Union. Full payment is already made in the Land Patent and all subsequent assignments.

The registration and fees in the securing of a Land Patent were paid to the Surveyor General ($1.25 acre or $2.25 acre for a mining claim). This was NOT the purchase of land. The land patent speaks plainly, "...to give and grant (not sell) unto "Your Name" and his heirs and assigns forever." To grant is to give freely, not to purchase.

# RIGHT & TITLE IS CONVEYED BY ASSIGNMENT

All right and title to land is conveyed by assignment, gift or grant directly from a Land Patent. Land Patent rights flow from the treaties and Enabling Acts via power of attorney to an individual landholder who in turn gives, grants and/or assigns the land patents to his/her heirs or others.

Freehold (i.e., allodial) land is beholden to no one. Possession is still 9/10th of the law. Caveat emptor: buyer beware. You have seven years to perfect a claim against land. If notice is duly given and no one contests your claim, it's yours after seven years. That's the "fistful of dirt" doctrine. Permission to grow your own crops as a tenant is in effect an assignment by the landowner, if you claim it.

**HEREDITAMENT = INHERITANCE = HEIR APPARENT**
**APPURTANANCES**: that which belongs to something else, an adjunct or appendage; that which passes as incidental, as a right of way or other easement to land. We've been selling property, real estate and equitable interest for generations and abandoning the rights and title to land. Rights and title to land is well established in law. All you need to do in law is to prove that "Your Name" is an heir or assign forever to the original Land Patent.

The original **(General Land Office) Land Patent Office** is now the **Bureau of Land Management (BLM)**, which consisted of government land officers. Records of the original Land Patents are kept there. Perfecting an allodial title requires updating the original land patent and rewriting the legal description for the land in metes and bounds the measurements of the original Surveyor General.

Research the abstracts of title, make a claim, and bring the title forward minus any exclusions (i.e., easements). Update and record your Land Patent in the "Great Book" at the County Recorder's office. Because bringing forth the true title is pursuant to the Common law, you must be a sovereign "American" Citizen to claim the rights and title to land. This is distinct from any actions relating to the equitable title, and any liens or encumbrances attached thereof.

# NOTES/COMMENTS

# Federal Liens and Property Taxes

In the de jure united states of America and under the Common law, the land patent is the highest evidence of title for the sovereign "American" Citizen, evidence of allodial title and true ownership. But in a bankrupt and de facto federal United States inhabited by U.S. citizens and directed by its creditors under Admiralty law, the REAL ESTATE is collateral hypothecated against the debt, which has been fraudulently transferred to the international bankers regarding your property.

There is a hidden federal lien on all REAL ESTATE in the federal United States because of the federal debt to the International Monetary Fund. This federal lien is NOT attached to the land, but to the property and real estate situated above the land. It is assessed and collected through the property tax. [Editor's Note: Eric Madsen asserts the **"real estate"** of the United States was quit claim deeded to the International Monetary Fund (IMF) by the last sitting U.S. Supreme Court in 1944 as their last action. The rights, title and interest in the land still belong with We The People (THE KING)].

**RELEASE THE LIENS ON EQUITABLE TITLE**

Discover how much federal debt is attached to your property and real estate by writing the Department of the Interior and requesting an accounting of what portion of the federal debt is attached to your property. To motivate them, tell them you want to pay off the debt in full. Borrow the FRN if necessary to discharge the debt in full, OR offer to "pay" the debt in full with gold/silver (they will refuse to accept).

Now, you can sue the title insurance company for treble damages for not revealing the hidden federal lien when you purchased the property and real estate in the first place. They failed to perform on their end of the contract. They will likely settle out of court.

This lien must be satisfied, paid or released to own equitable title to your property and real estate free and clear, as well as any outstanding bank mortgages. Then notify the County Tax Assessor that the taxes (i.e., liens) have been satisfied in full, so please take us off the tax rolls forever.

# NOTES/COMMENTS

# DEED IS A TRUST INSTRUMENT

Deeds & Conveyances

The deed is a sales (i.e., trust) instrument. If a deed is recorded at the County Recorders office, then the property or real estate is the trust property of the State. Note that NO rights convey or are warranted with a Quit Claim Deed. A "Warranty Deed" or other types of deeds does pass an interest in the land, (Not Title) admits valuable consideration, bargain, and sells and conveys the appurtenances and warrants the performance of a/the contract.

Note the elements of a "Warranty Deed":

**What is a Deed?**

1. Admits equity consideration
    a) Thought process,
    b) Must have full disclosure,
    c) $21 of real "money" is evidence of true consideration;
2. Passes rights and interest in property,
    a) Land is not bought or sold –it is granted,
    b) Those who do not update the patent have abandoned the right,
    c) Must be brought up in your sovereign name;
3. Bargain, sold and conveyed,
    a) Equity is fairness,
    b) Chattel and other appurtenances,
    c) Stuff and improvements on the land is bought;
4. Assignment is responsibility,
    a) Must be accepted or admitted;
5. Warrants performance,
    a) Will defend this title if contested,
    b) Exclusions such as: easements, right of ways, assessments, water, minerals. These cannot convey and cannot be warranted.

# NOTES/COMMENTS

**Lien and Debt Release Process:**

1) There's a federal lien on all real estate.

2) Discover how much debt is attached to your property.

3) Borrow the FRN if necessary to discharge the debt in full, OR "pay" the debt in full with gold/silver (they will refuse to accept). (UCC1-306)

4) Sue the title insurance company for treble damages for not revealing the federal lien when you purchased the property and real estate in the first place.

5) Notify the County Tax Assessor that the property tax has been paid in full - send no more bills.

**NOTE:**

**Real estate can be taxed; But Land Patents cannot be lawfully taxed!**

# RECONVEY EQUITABLE TITLE TO FOREIGN ENTITY

## Economic Sovereignty and Lawful Money

Regarding a Land Patent, you must be a sovereign "American" Citizen free of all legal disabilities to hold title to any land in the united states of America.

Furthermore, get yourself out of indebtedness and become economically sovereign as quickly as possible. Then individually, you won't need the loan from a bank. As a sovereign "American" Citizen, you will not qualify for any loan from any bank, but foreign entities through which the property or real estate is purchased can.

Getting a "loan" is not paying for it either because the bank hasn't loaned you any "money." You can purchase the property or real estate even with a purported "loan" providing the loan is not in your name (let a foreign entity or trust purchase the property directly and qualify for the loan).

Rights and title to land does not convey without the tendering of real "money" or "consideration." Consideration is a thought process, and the "money" is evidence of it. If you haven't tendered at least $21 of gold/silver in the "purchase" of the property or real estate, then it hasn't been bought. Do not place the land in escrow.

Do not get title insurance, or use the land as collateral or security against any debt. These are adhesion contracts and remove any true title from the land as a condition of the contract.

There are no rights or title conveyed on the improvements or buildings on the land, only equitable title and interest. Remember, if the property and real estate is recorded at the County Recorder, then it's a trust property of the State and you simply have the only equitable title.

Though while a Trust or foreign entity can hold equitable title, *a sovereign individual makes a claim to the TRUE TITLE*. The property and real estate must be re-conveyed to a Trust or foreign entity when purchased with a Bill of Sale must be re-recorded with the County Recorder. In matters of deeds and conveyances, you must be educated and know exactly what you're doing.

# ALLODIAL TITLE v. EQUITABLE TITLE

**Protection from Foreclosures.**

You protect the land from foreclosure actions by banks, unlawful seizures and forfeitures by the government, and prevent foreclosure by the international bankers when the federal, United States of America government is officially declared.

**ALLODIAL** existed in law; land held absolutely "in one's own right", and not of any lord or superior; land not subject to feudal duties or burdens.

**MORTGAGE** "A mortgage is a commercial lien and doesn't convey an estate or title...A bank has to prove it has title to the land in order to take it over...A title company insures absolutely nothing except the equity."

Allodial titles only apply to the land, not the improvements upon the land, which can still be attached by a commercial lien, although your creditors cannot walk across the land to seize the improvements without a trespass on the land.

Today, most American people do not "own" their land, not even after they have paid off the "mortgage" and satisfied the bank note. This comes as a surprise, perhaps a shock, to most people. Instead of sovereign, allodial ownership of property as the founding fathers intended, most people have only temporary possession and minimal control over a particular piece of land for so long as they pay the bank note, pay the taxes, submit to building codes and regulations, and the government can condemn or take the land for public use, with or without compensation.

Americans have not yet figured out that they have so little control over what they do on "their" land because they do not own it. The federal United States government maintains the true title in the original land patent, which it has unlawfully pledged as collateral against the federal debt. If you have the true title, the government couldn't utilize your land (Land Patent) as a security against the federal debt. Your government and the international bankers via the Federal Reserve Bank have been using your land for it's own purposes, without your knowledge, consent or benefit.

Getting a mortgage, and paying a bank note is nothing more than glorified "renting", a qualified and diminished "ownership," and a return to a feudal relationship with the land that the serfs and slaves endured for hundreds of years. Qualified ownership means that the ownership of land is shared (with the government), while absolute ownership is not.

The underlying reason the American Revolution was fought and won was over the right for the sovereign, state Citizens to own land absolutely, without government encroachment of any kind. The founding fathers abhorred the idea of feudal land and owing allegiance to any foreign, sovereign power.

The American people have unwittingly surrendered their allodial titles and sovereign rights as a condition of every bank contract or mortgage involving the purchase of land or property, or the use of land and property as collateral, and bought with debt currency, money substitutes, checks or other negotiable instruments. You can only "discharge" debt with negotiable instruments. Since you never actually pay for it with lawful money, unless its with gold or silver, you cannot "own" your land or property either. You are "renting" property with a "rented" debt currency system.

All land not held in allodial title has been hypothecated to the Federal Reserve Bank, as collateral against a federal debt that cannot be paid. As legal "persons," U.S. citizens have no right to "own" land, anymore than corporations or trusts could prior to the 14th Amendment. By defining U.S. citizens as legal persons, a doorway opened for legal "persons" such as corporations and trusts to gain control over land, and take it from the people.

U.S. citizens have entered adhesion contracts with the federal United States government under the 14th Amendment whereby their unalienable rights to own land absolutely in an allodial state, have been reduced to a qualified ownership and "color of title" under the Negotiable Instruments law. In the twentieth century, America has returned to the dark ages of feudalism, its former "American" Citizens having been reduced to tenants and renters once again, not the sovereign owners of their land.

Having an allodial title will not eliminate any debt or mortgage if any is presently attached to your land or property. The allodial title will prevent the creditor from going after your land to collect on the debt if you cannot make a payment for any reason. After having received proper notice, your creditors have sixty (60) days to challenge your "Land Patent." If they don't, the land reverts to its allodial title. If they do, they must take you to court, and you must demonstrate the superiority of your allodial title. The law is on the side of the sovereign "state" Citizen regarding allodial titles.

If for some reason, you cannot pay your mortgage or default on the loan, instead of a bank foreclosure whereby you lose everything, a land trust might be created whereby you and the bank become "partners" in the property until it's paid. With an allodial title, debts or claims will remain, but the land itself will be forever removed from assets upon which creditors can attach.

Allodial land cannot be foreclosed upon or have a lien placed on it. Debts or claims could be made though on the "improvements," although no "person" could access your property to seize the improvements without trespassing. Land and improvements are still separate and distinctly assessed for taxes. That's why banks primarily finance improvements not land, because they cannot attach liens or foreclose upon the land if it is ever declared allodial.

# NOTES/COMMENTS

# ARE LAND PATENTS VALID?

Regarding the validity of allodial titles and Land Patents. It depends on whom you ask. If you ask an attorney, they'll snort and say it has no validity in the courts. If you ask the title insurance company, they'll hiss and frown and turn red in the face from embarrassment. If you ask a clerk at the Bureau of Land Management, they'll roll their eyes and say that land patents are worthless.

If you ask fellow 'Sovereign Citizen' or review the court record that have successfully kept the State or the banks from foreclosing on their property due to a land patent clouding the equitable title, then you would say it has validity. I assert there are hundreds of people who have successfully staved off government intervention through the use of land patents. How long that will last depends on the judicial and political activism of the American people. Still, there is no better way to cloud an equitable title than to update the land patent in "Your Name." **I personally can testify to the fact that land patents are valid because I have done it!**

**Over one hundred and eighty (180) years of case law proves that Land Patents are in fact valid!!!!!!! None of which has ever been overturned!**

## LAND PATENTS CLOUD EQUITABLE TITLES

There haven't been any great victories in the courts lately, but then again we haven't had a justice system for several generations. The issue of Land Patents has already been decided, *(res judicata)*!

It also depends on the political strength of the Constitution and how diligent the courts are in upholding the law of the land. People want problems solved without taking any responsibility for creating them in the first place through ignorance, neglect and fear. It also depends on the political strength of the sovereign people. Are you willing to stand for your rights and property or NOT? Land Patents were upheld and respected for generations until the American people went to sleep. Suddenly, they're waking up and realizing they have been *had* by their own government!

Be prepared to defend your Land Patent in a Court of competent jurisdiction, Equity/Admiralty/Maritime court that has no jurisdiction to rule on the Land Patent. These patents are being upheld 50% of the time by local law enforcement and government officials, more often in rural areas than urban areas of the West. With over one hundred and eighty plus years of court cases proves that land patent is in fact valid!

## Over 180 years of unanimous U.S. Supreme Court cases speak for themselves that land patents are valid:

**WRIGHT v. MATTISON 18 HOW (1856) (9-0)**: The courts have concurred, it is believed, without an exception, in defining "color of title" to be that which in appearance is title, but which in reality is no title. Yet a claim asserted under the provisions of such a deed is strictly acclaim under color of title, hence, color of title, even under a void and worthless deed, has always been received as evidence that the person in possession claims adversely to the entire world. Color of title may be made through conveyances, or bonds, or contracts, or bare possession under parol agreements. We can entertain no doubt in this case that the auditor's deed to the purchaser at the tax sale is color of title in Woodward, in the true intent and meaning of the Statute, and without regard to its intrinsic worth as a title.

**STONE v. UNITED STATES 69 U.S. (1865) (10-0):** A patent is the highest evidence of title, and is conclusive as against the government, and all claiming under junior patents or titles, until it is set aside or annulled by some judicial tribunal. The patent is but evidence of a grant, and the officer who issues it acts magisterially and not judicially.

**SANFORD v. SANFORD 139 U.S. (1891) (9-0):** In ejectment, the question always is who has the legal title for the demanded premises, ***not who ought to have it.*** In such cases the patent of the government issued upon the direction of the land department is unassailable. A Court of equity has jurisdiction in such a case to compel the transfer to the plaintiff of property which, but for such fraud and misrepresentation, would have been awarded to him, and of which he was thereby wrongfully deprived.

**CHANDLER v. CALUMET & HECLA 149 US (1893) (7-0):** It is well settled that the state could have impeached the title thus conveyed to the canal company only by a bill in chancery to cancel or annul it, either for fraud on the part of the grantee, or mistake or misconstruction of the law on the part of its officers in issuing the patent. But whether there is any technical estoppel, in the ordinary sense, or not, it cannot be maintained that the state can issue two patents, at different dates to different parties, for the same land, so as to convey by the second patent a title superior to that acquired under the first patent.

Neither can the second patentee, under such circumstances, in an action at law, be heard to impeach the prior patent for any fraud committed by the grantee against the state, or any mistake committed by its officers acting within the scope of their authority and having jurisdiction to act and to execute the conveyance sought to be impeached. Neither the state nor its subsequent patentee is in a position to cancel or annul the title which it had authority to make, and which it had previously conveyed to the patentee.

**SARGEANT v. HERRICK 221 US (1911) (9-0):** It is apparent that the validity of the tax title depends upon the question whether the location of the warrant in 1857, without more, gave a right to a patent. Among the conditions upon compliance with which such a right depends, none has been deemed more essential than the payment of the purchase price, which, in this instance, could have been made in money or by a warrant like the one actually used.

**UNITED STATES v. CREEK NATION 295 US (1935) (9-0):** They were intended from their inception to effect a change of ownership and were consummated by the issue of patents, the most accredited type of conveyance known to our law.

**SUMMA CORP v. CALIFORNIA STATE EX REL. LANDS COM'N 466 US (1984) (8-0):** The final decree of the Board, or any patent issued under the Act, was also a conclusive adjudication of the rights of the claimant as against the United States, but not against the interests of third parties with superior titles.

Finally, in **UNITED STATES v. CORONADO BEACH CO. 255 US (1921):** The Court expressly rejected the Government's argument, holding that the patent proceedings were conclusive on this issue, and could not be collaterally attacked by the Government. The necessary result of the Coronado Beach decision is that even "sovereign" claims such as those raised by the State of California in the present case be barred.

**FRIENDS OF MARTIN BEACH v. MARTIN BEACH Case No. CIV517634 (2013):** These decisions control the outcome of this case. We hold that California cannot at this late date assert its public trust easement over petitioner's property, when petitioner's predecessors-in-interest had their interest confirmed without any mention of such an easement in proceedings taken pursuant to the Act of 1851. The interest claimed by California is one of such substantial magnitude that regardless of the fact that the claim is asserted by the State in its sovereign capacity, this interest, like the Indian claims made in **BARKER** and in **UNITED STATES v. TITLE INS. & TRUST CO.**, must have been presented in the patent proceeding or be barred.

After exclusive jurisdiction over lands within a State have been ceded to the United States, private property located thereon is not subject to taxation by the State, nor can state statutes enacted subsequent to the transfer have any operation therein.
**Surplus Trading Company v. Cook, 281 US 647;**

**Western Union Telegraph Co. v. Chiles, 214 US 274;**
**Arlington Hotel v. Fant, 278 US 439;**
**Pacific Coast Dairy v. Department of Agriculture, 318 US 285.**

**Miscellaneous:**

Fictitious entities, like trusts, corporations, etc., cannot obtain land patents except by express act of the united states Congress. An example of Congress granting land through patents to fictitious entities is the Railroad Grants made to compensate the railroad companies for building railroads across America.

A land patent is permanent and cannot be changed by the government after its issuance except in case of fraud, clerical error, or failure to pay the initial administrative fees. A statute of limitations applies, (2 years).

# NOTES/COMMENTS

# What Do Private Property Rights Mean?

In a "Fifth Amendment" treatise, by Washington State Supreme Court Justice Richard B. Sanders (12/10/97), he writes: "Our state, and most other states, define property in an extremely broad sense." That definition is as follows: "Property in a thing consists not merely in its ownership and possession, but in the unrestricted right of use, enjoyment, and disposal. Anything, which destroys any of the elements of property, to that extent, destroys the property itself. The substantial value of property lies in its use. If the right of use be denied, the value of the property is annihilated and ownership is rendered a barren right".

As a Founding Father, John Adams said: "The moment the idea is admitted into society that property is not as sacred as the law of God, and that there is not a force of law and public justice to protect it, anarchy and tyranny commence."

President Calvin Coolidge said: "Ultimately, property rights and personal rights are the same thing".

Rancher and Property Rights Activist Wayne Hage said: **"If you don't own the rights and control property then you are property"!**

## Private Property Rights mean:

1. The owner's exclusive authority to determine how his/her private property is used;

2. The owner's peaceful possession, control, and enjoyment of his/her legally granted, purchased, deeded private property;

3. The owner's ability to make contracts to sell, rent, or give away all or part of the legally granted, purchased/deeded private property;

4. That local, city, county, state, and federal governments are prohibited from exercising eminent domain for the sole purpose of acquiring legally purchased/deeded private property so as to resell to a private interest or generate revenues;

5. That no local, city, county, state, or federal government has the authority to impose directives, ordinances, fees, or fines regarding aesthetic landscaping, color selections, tree and plant preservation, or open spaces on legally purchased/deeded private property;

6. That no local, city, county, state or federal government shall implement a land use plan that requires any part of legally purchased/ deeded private property be set aside for public use or for a Natural Resource Protection Area directing that no construction or disturbance may occur;

7. That no local, city, county, state, or federal government shall implement a law or ordinance restricting the number of dwellings that may be placed on legally purchased/ deeded private property;

8. That no local, city, county, state, or federal government shall alter or impose zoning restrictions or regulations that will devalue or limit the ability to sell legally purchased/deeded private property;

9. That no local, city, county, state, or federal government shall limit profitable or productive agriculture activities by mandating and controlling what crops and livestock are grown on legally purchased/deeded private property;

10. That no local, city, county, state, or federal government representatives or their assigned agents may enter private property without the written permission of the property owner or is in possession of a lawful warrant from a legitimate court of law. This includes invasion of property rights and privacy by government use of unmanned drone flights.

Case on point:

*Neither a town nor its officers have any right to appropriate or interfere with private property,* **Mitchell v. City of Rockland-15 me. 496.**

# NOTES/COMMENTS

# ACTS OF CONGRESS

In accord with specific Acts of Congress, and under the hand and seal of the President of the United States of America, the General Land Office issued more than 6 million land grants made patent (land patents) passing the title of specific parcels of public land from the nation to private parties, etc. Some such land so granted had survey costs, etc. that had to be paid and the grantee paid those fees for their land in cash, others homesteaded a claim, and still others came into ownership via one of the many Donation Acts that Congress passed to transfer public lands to private ownership.

Whatever the method, the General Land Office followed a two-step procedure in granting a patent. First, the private claimant went to the land office in the land district where the public land (section) was located. The claimant filled out "entry" papers to select the public land, and the land office recorder (clerk) checked the local records to make sure the claimed land was still available. The receiver (bursar) took the claimant's payment, because even homesteaders had to pay administrative fees. Next, the district land office recorder and receiver sent the paperwork to the General Land Office in Washington. That office double-checked the accuracy of the claim, its availability and the form of payment. Only then did the General Land Office issue a patent relative to the particular land in question and sent the same on to the President for his signature.

An excerpt from [a] **HOMESTEAD ACT** –(1862) "The purchaser shall Acquire absolute title, and be entitled to a patent from the United States, on payment of the office fees and sum of money..."

**Thirty-Seventh Congress, Session II. Cu. 75 Section 2 (1862).** All land patents are supported by one or more acts of Congress.

**THE MINING ACT, HR 365 (1866); PLACER ACT, (1870); GENERAL MINING ACT OF (1872).**

Definition - **Absolute Title:** "As applied to title to land, an exclusive title, or at least a title which excludes all others not compatible with it. An absolute title to land cannot exist at the same time in different persons or in different governments." **Black's Law Dictionary 6th Edition.**

*Absolute is relative*...The land patent is not a title. It is mere evidence of title existing in the law. This paper title (sic) witnesses that an entity and their successor in title "possess a right", *an interest*, to a tract of land. The paper itself is not any form of title, the title is written in the law; the paper evidences that fact/right by silent witness until, and if, the paper is called forth to testify *via* proxy; a task usually set forth into a court of competent jurisdiction. Notice: Congress has not changed the law!

"A patent to land, issued by the United States under authority of Law, is the *highest evidence of title*, something upon which its holder can rely for peace and security in his possession. It is conclusive *evidence of title* against the United States and all the world..." **The American Law of Mining, § 1.29 at 357; Nichols v. Rysavy, (S.D. 1985) 610 F. Supp. 1245.**

Patents are useful against State Eminent Domain proceedings, federal and state incursions into private land, mineral or ditch and canal rights, accretion claims, deciding common law rights and many other matters; a county assessor/auditor from canvassing the district to ascertain values for appurtenances about the "registered real property", or indeed the real property itself. The courts on this, and other States have so ruled... Why? Because registering your real estate gives title to the state!

**Remember registering and recording are not the same thing!**

Private property is not on the tax roll. Public property is on the tax roll. If a property is not on the tax roll, the auditor will have no reason to visit that property. *End of problem...*

**Easements:**
"A person can establish title to the land underlying the right-of-way through showing a chain of title leading back to the United States."
See: **Marlow v. Malone, 315 Ill. App. 3d 807, 734 N.E.2d 195, 198-201, 248 Ill. Dec. 487 (2000). Id. at 202-03.**

**Estoppel**:
(Potential legal shields for your land)
"[S]uch an agreement is of no greater force as an estoppel than the exception in the patent.... [T]he patent passes the title and is not open to collateral attack.":
**Burke v. Southern Pacific R. R. Co., 234 U.S. 669 (1914).**

"[T]he principles of right and justice, upon which the doctrine of *estoppel in pais rest*, are applicable to municipal corporations",

"The municipality is estopped both on the contract and on the ground of equitable estoppel...So held". : **Beadles v. Smyser, 209 US 393 (1908).**

Lot of places to search for buried contracts, eh? Building permits are contracts? Ever apply for one? Legally married? Another contract, between you, your spouse and the State? Wonder how the State can forcefully get involved with divorce, children and separating estates? Citizenship is a contract? According to (Social Contract as they are called), citizenship contractually carries with it the rules, regulations and/or immunities of the territory; ever "register" to vote? All of theses are contracts? We live in a society of contract – **Art. I, sec. 10, cl. 1 of the US Constitution** provides a very strong shield protecting your right to contract. *Isolation is not protection; contracts are our legal and societal shields,* ***OR ARE THEY?***

"[T]he right to make binding obligations is a competence attaching to sovereignty. In the United States, sovereignty resides in the people....":
**Chisholm v. Georgia, 2 Dall. 419, 471;**
**Penhallow v. Doane's Administrators, 3 Dall. 54, 93;**
**McCulloch v. Maryland, 4 Wheat. 316, 404, 405;**
**Yick Wo v. Hopkins, 118 U.S. 356, 370.**
And cited in: **Perry v. United States, 294 U.S. 330 (1935).**

"Patents are issued (and theoretically passed) between sovereigns ... and deeds are executed by persons and private corporations without those sovereign powers." **Leading Fighter v. County of Gregory, 230 N.W.2d 114 (S.D. 1975)** cert. Denied: **423 U.S. 1032 SD: Supreme Court (1975)**

Quote: "The United States having parted with its title by a patent legally issued, and upon surveys legally made by itself and approved by the proper department

can never impair the title so granted by any subsequent survey. She [United States] is no longer the owner.": **HARRY CAGE v. C. P. DANKS, 13 La. Ann. 128**

"What is true of every member of the society, individually, is true of them all collectively; since the rights of the whole can be no more than the sum of the rights of the individuals.": **Thomas Jefferson to James Madison, 1789. ME 7:455, Papers 15:393**

"We hold these truths to be self-evident, that all men are created equal; that they are endowed by their Creator with inherent and inalienable 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; ..."[And] "that whenever any form of government becomes destructive of these ends, it is the *right of the people* to alter or abolish it, and to institute new government, laying its foundation on such principles, and organizing its powers in such form, as to them shall seem most likely *to effect their safety and happiness.*" **Declaration of Independence** as originally written by **Thomas Jefferson, 1776. ME 1:29, Papers 1:315** [emphasis added]

The Land Patent is permanent and cannot be changed by the government after its issuance. "Where the United States has parted with title by a patent legally issued, and upon surveys made by itself and approved by the proper department, the title so granted cannot be impaired by any subsequent survey made by the government for its own purposes.": **Cage v. Danks, 13 LA.ANN 128**

In the history of this Country, no Land Patent has ever lost an appellate review in the courts. As a matter of fact, in **Summa Corp. v. California (466 U.S. 1984)**, the Supreme Court has ruled forever that the Land Patent would always win over any other form of title. In that case the land in question was tidewater land and California's claim was based on California's state constitutional right to all tidewater lands. The patent stood supreme even against California's Constitution.

Land cannot be taken for debt or taxes, but Real Estate can be taken.

Notice the net effect of these Enabling Acts in relation to state taxes and state statutes:

After exclusive jurisdiction over lands within a State have been ceded to the United States, private property located thereon is not subject to taxation by the State, nor can state statutes enacted subsequent to the transfer have any operation therein. **Surplus Trading Company v. Cook, 281 U.S. 647;**

**Western Union Telegraph Co. v. Chiles, 214 U.S. 274;**

**Arlington Hotel v. Fant, 278 U.S. 439;**

**Pacific Coast Dairy v. Department of Agriculture, 318 U.**

**Summa Corp. v. California (466 U.S. 198),** is one of the best cites describing how land patents work. In that 1980s case the court noted that they had ruled and ruled and ruled and they were not going to rule again, the Land Patent is supreme title to land. The case was one where Summa Corp. was granted the tidewater lands in the California Republic by treaty and therefore California went after a family's land, which land was secured under patent on an old Spanish Land Grant. The case doesn't talk much about land patents. It talks about the Guadeloupe Hidalgo Treaty. Imagine that, a land patent case that speaks mostly about the supremacy clause of the Constitution, which clause states that Treaties are supreme law.

# NOTES/COMMENTS

# MEMORANDUM OF LAW

## HISTORY, FORCE & EFFECT OF A LAND PATENT

**SECTION I**

**ALLODIAL v. FEUDAL TITLES**

This memorandum will be construed to comply with provisions necessary to establish presumed fact **(Rule 301, Federal Rules of Evidence, and attending State rules)** should interested parties fail to rebut any given allegation or matter of law addressed herein. The position will be construed as adequate to meet requirements of judicial notice, thus preserving fundamental law.

Matters addressed herein, if not rebutted, will be construed to have general application.

In America today, there is a phenomenon occurring that has not been experienced since the mid-1930's. That phenomenon is increasingly, rising number of foreclosures, both in the rural sector and in the cities. This phenomenon is occurring because of the inability of the debtor to pay the creditor the necessary interest and principle on a rising debt load that is expanding across the country.

As a defense, the land patent or fee simple title to the land and the congressional intent that accompanies the patent is hereby being presented. In order to properly evaluate the patent, in any given situation, it is necessary to understand what a patent is, why it was created, what existed before the patent, particularly in common-law England. These questions must be answered in order to effectively understand the association between the government, the land, and the people.

## HISTORY OF ALLODIAL AND LAND PATENTS

First, what existed before land patents? Since it is imperative to understand what the land patent is and why it was created, the best method is a study of the converse, or the common-law English land titles. This method thus allows us to fully understand what we are presently supposed to have by way of actual ownership of land.

In England, at least until the mid-1600's, and arguably until William Blackstone's time in the mid-1700's, property was exclusively owned by the King. In arbitrary governments; the title is held by and springs from the supreme head, be he the emperor, king, potentate; or by whatever name he is known.
See: **McConnell v. Wilcox, I Seam (111.) 344, 367 (1837).**

The king was the true and complete owner, giving him the authority to take and grant the land from the people in his kingdom who either lost or gained his favor. The authority to take the land may have required a justifiable reason, but the king, leaving the dis-seised former holder of the land wondering what it was that had brought the King's wrath to bear upon him could conceivably have fabricated such a reason. At the same time the beneficiary of such a gift, while undoubtedly knowing the circumstances behind such a gift, may still not have known how the facts were discovered and not knowing how such facts occurred, may have been left to wonder if the same fate awaited him if ever he fell into disfavor with the king.

The King's gifts were called fiefs, a fief being the same as a feud, which is described as an estate in land held of a superior on condition of rendering him services. {**2 Blackstone's Commentaries, p. 105.**} It is also described as an inheritable right to the use and occupation of lands, held on condition of rendering services to the lord or proprietor, who himself retains the ownership in the lands, {**Black's Law Dictionary, 4th Edition p. 748 (1968).**} Thus, the people had land they occupied, devised, inherited, alienated, or disposed of as they saw fit, so long as they remained in favor with the King. {**F. L. Ganshof, Feudalism, p. 113 (1964)}.**

This holding of lands under another was called tenure, and was not limited to the relation of the first or paramount lord and vassal. It extended to those to whom such vassal, within the rules of feudal law, may have parted out his own feud to his own vassals, whereby he became the main lord between his vassals and his own or lord paramount. Those who held directly to the king were called his "tenants in ... chief." {**I E. Washburn, Treatise on the American Law of Real Property, Ch. 11, Section 58, P. 42 (6th Ed. 1902).**} In this manner, the lands, which had been granted to the barons principal lands were again subdivided, and granted by them to sub-feudatories to be held of themselves.

{**Id., Section 65, p.44.**} The size of the gift of the land could vary from a few acres to thousands of acres depending on the power and prestige of the lord. {**See supra Ganshof at 113.**}The fiefs were built in the same manner as a pyramid, with the King, the true owner of the land, being at the top, and from the bottom up there existed a system of small to medium sized to large to large sized estates on which the persons directly beneath one estate owed homage to the lord of that estate as well as to the King. {**Id. At 114**}.

At the lowest level of this pyramid through at least the 14th and 15th centuries existed to serfs or villains, the class of people that had no rights and were recognized as nothing more than real property. {**F. Goodwin, Treatise on The Law of Real Property, Ch. 1, p. 10 (1905)**} This system of hierarchical land holdings required an elaborate system of payment. These fiefs to the land might be recompenses in any number of ways.

One of the more common types of fiefs, or the payment of a rent or obligation to perform rural labor upon the lord's lands known as socage, was the crops field. {**Id. at 8**} Under this type of fief a certain portion of the grain harvested each year would immediately be turned over to the lord above that particular fief even before the shares from the lower lords and then serfs of the fief would be distributed.

A more interesting type of fief for purposes of this memorandum was the money fief. In most cases, the source of money was not specified, and the payment was simply made from the fief holder's treasury, but the fief might also consist of a fixed revenue to be paid from a definite source in annual payments in order for the tenant owner of the fief to be able to remain on the property. {**Gilsebert of Mons, Chronique, cc. 69 and 1 15, pp. 109, 175 ed. Vanderkindere**}.

The title held by such tenant-owners over their land was described as a fee simple absolute. "Fee simple, Fee commeth of the French fief, i.e., praedium beneficiarium, and legally signifieth inheritance as the author himself hereafter expoundeth it and simple is added, for that it is descendible to his heirs generally, that is, simply, without restraint to the heirs of his body."

{**Littleton, Tenures, Sec. Ib, Fee Simple**}In Section 11, fee simple is described as the largest form of inheritance. Id. In modern English tenures, the term fee signifies an inheritable estate, being the highest and most extensive interest the common man or noble, other than the King, could have in the feudal system. {**2 Blackstone's Commentaries, p. 106**} Thus, the term fee simple absolute in common-law England denotes the most and best title a person could have as long as the King allowed him to retain possession of (own) the land. It has been commented that the basis of English land law is the ownership of all reality by the sovereign. From the crown, all titles flow.

The original and true meaning of the word "fee" and therefore fee simple absolute is the same as fief or feud, this being in contradiction to the term "allodium" which means or is defined as a man's own land, which he possesses merely in his own right, without owing any rent or service to any superior: **Wendell v. Crandall, 1 N. Y. 491 (1848).** Therefore on common-law England practically everybody who was allowed to retain land, had the type of fee simple absolute often used or defined by courts, a fee simple that grants or gives the occupier as much of a title as the "sovereign" allows such occupier to have at that time.

The term became a synonym with the supposed ownership of land under the feudal system of England at common law. Thus, even though the word absolute was attached to the fee simple, it merely denoted the entire estate that could be assigned or passed to heirs, and the fee being the operative word; fee simple absolute dealt with the entire fief and its divisibility, alienability and inheritability: **Friedman v. Steiner, 107 Ill. 131 (1883).** If a fee simple absolute in common-law England denoted or was synonymous with only as much title as the King allowed his barons to possess, then what did the King have by way of a title?

The King of England held ownership of land under a different title and with far greater powers than any of his subjects. Though the people of England held fee simple titles to their land, the King actually owned all the land in England through his allodial title, and though all the land was in the feudal system, none of the fee simple titles were of equal weight and dignity with the King's title, the land always remaining allodial in favor of the King.
**Gilsbert of Mons, Chronique, Ch. 43, p. 75 (ed. Vanderkindere).**

Thus, it is relatively easy to deduce that allodial lands and titles are the highest form of lands and titles known to Common-Law. "An estate of inheritance without condition, belonging to the owner, and alienable by him, transmissible to his heirs absolutely and simply, is an absolute estate in perpetuity and the largest possible estate a man can have, being in fact allodial in its nature": **Stanton v. Sullivan, 63 R.I. 216, 7 A. 696 (1839)** "The original meaning of a perpetuity is an inalienable, indestructible interest."

**Bovier's Law Dictionary, Volume 111, p. 2570 (1914)** "The King had such a title in land. As such, during the classical feudalistic period of common-law England, the King answered to no one concerning the land. Allodial titles, being held by sovereigns, and being full and complete titles, allowed the King of England to own and control the entire country in the form of one large estate belonging to the Crown. Allodial estates owned by individuals exercising full and complete ownership, on the other hand, existed only to a limited extent in the County of Kent."

**In summary of Common-Law England:**

(1) The King was the only person (sovereign) to hold complete and full title to a land (allodial title);
(2) The people who maintained estates of land, (either called manors or fiefs) held title by fee simple absolute;
(3) This fee simple absolute provided the means by which the "supposed owner" could devise, alienate, or pass by inheritance the estates of land (manors or fiefs);
(4) This fee simple absolute in feudal England, being not the full title, did not protect the "owner" if the King found disfavor with the "owner";
(5) The "owner" therefore had to pay a type of homage to the King or a higher baron each year to discharge the obligation of his fief;
(6) This homage of his fief could take the form of revenue or tax, an amount of grain, or a set and permanent amount of money;
(7) Therefore as long as the "owner" of the fief in fee simple absolute paid homage to the king or sovereign, who held the entire country under an allodial title, then the "owner" could remain on the property with full rights to sell, devise or pass it by inheritance as if the property was really his.

## SECTION II
## LAND OWNERSHIP IN AMERICA TODAY
## THE AMERICAN FEUDALISTIC SOCIETY

The private ownership of land in America is one of those rights people have proclaimed to be fundamental and essential in maintaining this republic. The necessary question in discussing this topic however is whether ownership of land in America today really is a true and complete ownership of land under an allodial concept, or is it something much different. In other words, are we living in an actual allodial freehold or are we living in an updated version of feudalistic Common Law?

The answer is crucial in determining what rights we have in the protection of our reality against improper seizures and encumbrances by our government and creditors. The answer appears to be extremely clear upon proper reflection of our rights, when payments are missed on mortgages, or taxes, for whatever reason, are not paid. If mortgage payments are missed or taxes are not paid, we actually fall into disfavor with the parties who have the power, and these powers, through court proceedings or otherwise, take our land as a penalty.

When one understands, when he is unable to perform as the government or his creditors request, and for such failures of performance his land can be forfeited, then he can begin to understand exactly what type of land-ownership system controls his life, and he should recognize the inherent unjustness of such constitutional violations.

The American-based system of land ownership today consists of three key requirements. These three are the warranty deed or some other type of deed purporting to convey ownership of land, title abstracts to chronologically follow the development of these different types of deeds to a piece of property, and title insurance to protect the ownership of that land. These three ingredients must work together to ensure a systematic and orderly conveyance of a piece of property; none of these three by itself can act to completely convey possession of the land from one person to another.

At least two of the three are always deemed necessary to adequately satisfy the legal system and real estate agents that the titles to the property had been placed in the hands of the purchaser. Oftentimes, all three are necessary to properly pass the ownership of the land to the purchaser. Yet does the absolute title, and therefore the ownership of the land, really pass from the seller to purchaser with the use of any one of these three instruments or in any combination thereof? None of the three by itself passes the absolute or allodial title to the land, the system of land ownership America originally operated under, and even combined, all three can not convey this absolute type of ownership.

What then is the function of these three instruments that are used in land-conveyances and what type of title the three conveys? Since the abstract only traces the title and the title insurance only insures the title, the most important and therefore first group examined are the deeds that purportedly convey the fee from seller to purchaser. These deeds include the ones as follows: warranty deed, quit claim deed, sheriff's deed, trustee's deed, judicial deed, tax deed, or any other instrument that purportedly conveys the title. All of these documents state that it conveys the ownership to the land. Each of these, however, is actually a color of title. **(G. Thompson, Title to Real Property, Preparation and Examination of Abstracts, Ch. 3, Section 73, pg.93 (1919).**

"A color of title is that which in appearance is title, but which in reality is not title." **Wright v. Mattison, 18 How. US 50 (1855)**
"In fact, any instrument may constitute color of title when it purports to convey the title of the land, as well the land itself, although it is void as a muniment of title." **Joplin Brewing Co. v. Payne, 197 No. 422, 94 S.W. 896 (1906).**

The Supreme Court of Missouri has stated, "that when we say a person has a color of title, whatever may be the meaning of the phrase, we express the idea, at least, that some act has been previously done... by which some title, good or bad, to a parcel of land of definite extent had been conveyed to him."
**St. Louis v. German, 29 Mo. 593 (1860).**

In other words, a color of title is an appearance or apparent title, and "image" of the true title, hence the phrase "color of" which, when coupled with possession purports to convey the ownership of the land to the purchaser. This however does not say that the color of title is the actual and true title itself nor does it say that the color of title itself actually conveys ownership. In fact, the claimant or holder of a color of title is not even required to trace the title through the chain down to his instrument. **Rawson v. Fox, 65 Ill. 200 (1872).**

Rather it may be said that a color of title is prima facie evidence of ownership of and rights to possession of land until such time as that presumption of ownership is disproved by a better title or the actual title itself. If such cannot he proven to the contrary, then ownership of the land is assumed to have passed to occupier of the land. To further strengthen a color title-holder's position, courts have held that the good faith of the holder to a color of title is presumed in the absence of evidence to the contrary. **David v. Hall, 92 R. 1. 85 (1879);** see also: **Morrison v. Norman, 47 Ill. 477 (1868);** and **McConnell v. Street, 17 Ill. 253 (1855).** With such knowledge of what a color of title is, it is interesting what constitutes colors of title. A warranty deed is like any other deed of conveyance.

**_Mahrenholz v. County Board of School Trustees of Lawrence County, et. al., 93 Ill. app. 3d 366 (1981)** "A warranty deed or deed of conveyance is a color of title, as stated in **Dempsey v. Bums, 281 Ill. 644, 650 (1917)"** (Deeds constitute colors of title); see also: **Dryden v. Newman, 116 Ill. 186 (1886),**

"A deed that purports to convey interest in the land is a color of title" **Hinckley v. Green 52 Ill. 223 (1869);** "A deed which, on its face, purports to convey a title, constitutes a claim and color of title"; **Busch v. Huston, 75 Ill. 343 (1874); Chicking v. Failes, 26 Ill. 508 (1861)** "A quit claim deed is a color of title" as stated in **Safford v. Stubbs, 1 17 Ill. 389 [1886);** see also: **Hooway v. Clark, 27 Ill. 483 (1861);** and **McCellan v. Kellogg, 17 Ill. 498 (1855);** "Quit claim deeds can pass the title as effectively as a warrant with full covenants." **Grant v. Bennett, 96 Ill. 513, 525 (1880)** See also: **Morgan v. Clayton, 61 Ill. 35 (1871); Brady v. Spurck, 27 Ill. 478 (1861); Butterfield v. Smith, Ill. 11 1. 485 (1849);** "Sheriffs deeds also are colors of title." **Kendrick v. Latham, 25 Fla. 819 (1889);** as is a judicial deed, **Huls v. Buntin, 47 Ill. 396 (1865).**

The Illinois Supreme Court went into detail in its determination that a tax deed is only color of title. "...there the complainant seem to have relied upon the tax deed as conveying to him the fee, and to sustain such a bill, it was incumbent of him to show that all the requirements of the law had been complied with."

"A simple tax deed by itself is only a color of title. Fee simple can only be acquired though adverse possession via payment of taxes; claim and color of title, plus seven years of payment of taxes. Thus any tax deed purports, on its face, to convey title is a good color of title." **Walker v. Converse, 148 Ill. 622, 629 (1894);** see also: **Peadro v. Carriker, 168 Ill. 570 (1897); Chicago v. Middlebrooke, 143 Ill. 265 (1892); Piatt County v. Gooden, 97 Ill. 84 (1880);**

**Stubblefield v. Borders, 92 Ill. 570 (1897); Coleman v. Billings, 89 Ill. 183 (1878); Whitney v. Stevens, 89 Ill. 53 (1878); Holloway v. Clarke, 27 Ill. 483 (1861), Thomas v. Eckard, 88 Ill. 593 (1878)** color of title. **Baldwin v. Ratcliff, 125 Ill. 376 (1888);**
**Bradley v. 6 Rees, 113 Ill. 327 (1885)** "A wig can pass only so much as the testator owns, though it may attempt to pass more."

A trustee's deed, a mortgages and strict foreclosure, **Chickering v. Failes, 26 Ill. 508, 519 (1861)**, or any document defining the extent of a disseisor's claim or purported claim, **Cook v. Norton, 43 Ill. 391 (1867)**, all have been held to be colors of title. In fact, "If there is nothing here requiring a deed, to establish a color of title, and under the former decisions of this court, color or title may exist without a deed." **Baldwin v. Ratcliff, 125 Ill. 376, 383 (1882); County of Piatt v. Goodell, 97 Ill. 84 (1880); Smith v. Ferguson, 91 Ill. 304 (1878); Hassett v. Ridgely, 49 Ill. 197 (1868); Brooks v. Bruyn, 35 Ill. 392 (1864); McCagg v. Heacock, 34 Ill. 476 (1864); Bride v. Watt, 23 Ill. 507 (1860); and Woodward v. Blanchard, 16 Ill. 424 (1855)** All of these cases being still valid and none being overruled, in effect, the statements in these cases are well established law. All of the documents described in these cases are the main avenues of claimed land ownership in America today, yet none actually conveys the true and allodial title. They in fact convey something quite different.

When it is stated that a color of title conveys only an appearance of or apparent title, such a statement is correct but perhaps too vague to be properly understood in its correct legal context.

What are useful are the more pragmatic statements concerning titles. A title or color of title, in order to be effective in transferring the ownership or purported ownership of the land, must be a marketable or merchantable title. A marketable or merchantable title is one that is reasonably free from doubt.
**Austin v. Bamum, 52 Minn. 136 (1892);**

"This title must be as reasonably free from doubts as necessary to not affect the marketability or salability of the property, and must be a title a reasonably prudent person would be willing to accept."
**Robert v. McFadden, 32 Tex-Civ.App. 471 74 S.W. 105 (1903).**

"Such a title is often described as one, which would ensure to the purchaser a peaceful enjoyment of the property," **Barnard v. Brown, 112 Mich. 452, 70 N.W. 1038 (1897)**; "and it is stated that such a title must be obvious, evident, apparent, certain, sure or indubitable." **Ormsby v. Graham, 123 La. 202, 98 N.W. 724 (1904).**

Marketable Title Acts, which have been adopted in several of the states, generally do not lend themselves to an interpretation that they might operate to provide a new foundation of title based upon a stray, accidental, or interloping conveyance. Their object is to provide, for the recorded fee simple ownership, an exemption from the burdens of old conditions, which at each transfer of the property interferes with its marketability. **Wichelman v. Messner, 83 N.W. 2d 800 (1957) .**

What each of these legal statements in the various factual situations says is that the color of title is never described as the absolute or actual title, rather each says that it is one of the types of titles necessary to convey ownership or apparent ownership.

"A marketable title, what a color of title must be in order to be effective, must be a title which is good of recent record, even if it may not be the actual title in fact." **Close v. Stuyvesant, 132 Ill. 607, 24 N.E. 868 (1890).**

"Authorities hold that to render a title marketable it is only necessary that it shall be free from reasonable doubt; in other words, that a purchaser is not entitled to demand a title absolutely free from every possible suspicion."
**Cummings v. Dolan, 52 Wash. 496, 100 P. 989 (1909).**

The record being spoken of here is the title abstract and all documentary evidence pertaining to it. "It is an **axiom of hornbook law** that a purchaser has notice only of recorded instruments that are within his 'chain of title'."
**I R. Patton & C. Patton, Patton on Land Title, Section 69, at 230-233. (2nd ed. 1957);**

"Title insurance then guarantees that a title is marketable, not absolutely free from doubt." **Sabo v. Horvath, 559 P. 2d 1038, 1043 (Ak.1976).**

Thus, under the color of title system used most often in this country today, no individual operating under this type of title system has the absolute or allodial title. All that is really necessary to have a valid title is to have a relatively clean abstract with a recognizable color of title as the operative marketable title within the chain of title.

It therefore becomes necessarily difficult, if not impossible after a number of years, considering the inevitable contingencies that must arise and the title disputes that will occur, to ever properly guarantee an absolute title. This is not necessarily the fault of the seller, but it is the fault of the legal and real estate systems for allowing such a diluted form of title to be controlling in an area where it is imperative to have the absolute title.

In order to correct this problem, it is important to return to those documents the early leaders of the nation created to properly ensure that property remained one of the inalienable rights that the newly established sovereign freeholders could rely on to always exist.

This correction must be in the form of restricting or perhaps eliminating the widespread use of a marketable title and returning to the absolute title. Other problems have developed because of the use of a color of title system for the conveyance of land. These problems arise in the area of terminology that succeed in only confusing and clouding the title to an even greater extent than merely using terms like marketability, salability or merchantability.

When a person must also determine whether a title is complete, perfect, good and clear, or whether it Is a bad, defective, imperfect and doubtful, there is any obvious possibility of destroying a chain of title because of an inability to recognize what is acceptable to a reasonable purchaser.

"A complete title means that a person has the possession, right of possession and the right of property."
**Dingey v. Paxton, 60 Miss. 1038 (1883);**
and **Ehle v. Quackenboss, 6 Hill (N.Y.) 537 (1844);**

"A perfect title is exactly the same as a complete title," **Donovan v. Pitcher, 53 Ala. 411 (1875);** and **Converse v. Kellogg, 7 Barb. (N. Y.) 590 (1850);** and each simply means the type of title a well-informed, reasonable and prudent person would be willing to accept when paying full value for the property.
**Birge v. Beck, 44 Mo. App. 69 (1890).** In other words, a complete or perfect title is in reality a marketable or merchantable title, and is usually represented by a color of title.

"A good title does not necessarily mean one perfect of record but consists of one which is both of rightful ownership and rightful possession of the property," **Bloch v. Ryan, 4 App. Cal 283 (1894).** It means "a title free from litigation, palpable defects and grave doubts consisting of both legal and equitable titles and fairly deducible of record." **Reynolds v. Borel, 86 Cal. 538, 25 P. 67 (1890).**

"A good title means not merely a title valid in fact, but a marketable title, which can again be sold to a reasonable purchaser or mortgaged to a person of reasonable prudence as security for a loan of money."
**Moore v. Williams, 115 N.Y. 586, 22 N.E. 253 (1889);**

"A clear title means there are no encumbrances on the land,"
**Roberts v. Bassett, 105 Mass. 409 (1870);**

"Thus, when contracting to convey land, the use of the phrase "good and clear title" is surplusage, since the terms good title and clear title are in fact synonymous." **Oakley v. Cook, 41 N.J. Eq. 350, 7 A.2d 495 (1886).**

Therefore, the words good title and clear title, just like the words complete title and perfect title, describe nothing more than a marketable title or merchantable title, and as stated above, each can and almost always is represented in a transaction by a color of title.

None of these types of title purports to be the absolute, or allodial title, and none of them are that type of title. None of these actually claims to be a fee simple absolute, and since these types of titles are almost always represented by a color of title, none represents that it passes the actual title. Each one does state that it passes what can be described as a title good enough to avoid the necessity of litigation to determine who actually has the title. If such litigation to determine titles is necessary, then the title has crossed the boundaries of usefulness and entered a different category of title descriptions and names.

"This new category consists of titles, which are bad, defective, imperfect or doubtful. A bad title conveys no property to the purchaser of the estates." **Heller v. Cohen, 15 Misc. 378, 36 N.Y.S. 668 (1895).**

"A title is defective when the party claiming to own the land has not the whole title, but some other person has title to a part or portion of it. Such a title is the same as no title whatsoever." **Place v. People, 192 Ill. 160, 61 N.E. (1901);** See also: **Cospertini v. Oppermann, 76 Cal. 181, 18 P. 256 (1888)**

"imperfect title is one where something remains to be done by the granting power to pass the title to the land," **Raschel v. Perez, 7 Tex. 348 (1851);** "and a doubtful title is also one which conveys no property to the purchaser of the estate." **Heller v. Cohen, 15 Misc. 378, 36 N.Y.S. 668 (1895).**

"Every title is described as doubtful, which invites or exposes the party holding it to litigation." **Herman v. Somers, 158 PA.ST. 424, 27 A. 1050 (1893).**

Each of these types of titles describes exactly the same idea stated in many different ways that because of some problem, defect, or question surrounding the title, no title can be conveyed, since no title exists. Yet in all of these situations some type of color of title was used as the operative instrument. What then makes one color of title complete, good or clear in one situation, and in another situation the same type of color of title could be described as bad, defective, imperfect or doubtful?

"What is necessary to make what might otherwise be a doubtful title, a good title, is the belief of others in the community, whether or not properly justified, that the title is a good one which they would be willing to purchase." **Moore v. Williams, 115 N.Y. 586, 22 N.E. 253 (1889).**

The methods presently used to determine whether a title or color of title is good enough to not be doubtful, are the other two-thirds of the three possible requirements for the conveyance of a good or complete (marketable) title. These two methods of properly ensuring that a title is a good or complete title are title abstracts, the complete documentary evidence of title, and title insurance. The legal title to land, based on a color of title, is made up of a series of documents required to be executed with the solemnities prescribed by law, and of facts not evidenced by documents, which show the claimant a person to whom the law gives the estate.

Documentary evidences of title consist of voluntary grants by the sovereign, deeds of conveyances and wills by individuals, conveyances by statutory or judicial permission, deeds made in connection with the sale of land for delinquent taxes, proceedings under the power of eminent domain, and deeds executed by ministerial or fiduciary officers. The land patent and the colors of title represent these documentary evidences.
**I G. Thompson, Commentaries on the Modem Law of Real Property, pp. 99-100 (5th ed. 1980)}**

The abstractor in compiling the abstract must use these instruments, relied upon to evidence the title, coupled with the outward assertive acts that import dominion, and the attorney must examine to determine the true status of the title. The abstract is the recorded history of the land and the various types of titles, mortgages and other liens, claims and interests that have been placed on the property.

The abstract can determine the number of times the patent has been re-declared, who owns the mineral rights, what color of title is operable at any particular point in time, and what lien holder is in first position, but it does not convey or even attempt to convey any form of the title itself.

As Thompson, supra has stated, it is necessary when operating with colors of titles to have an abstract to determine the status of the operable title and determine whether that title is good or doubtful. If the title is deemed good after this lengthy process, then the property may be transferred without doing anything more, since it is assumed that the seller was the owner of the property. This is not to say emphatically that the seller is the paramount or absolute owner. This does not even completely guarantee that he is the owner of the land against any adverse claimants.

It is not even that difficult to claim that the title holder has a good title due to the leniency and attitude now evidenced by the judicial authorities toward maintaining a stable and uniform system of land ownership, whether or not that ownership is justified. This however, does not explain the purpose and goal of a title abstract. An abstract that has been properly brought up simply states that it is presumed the seller is the owner of the land, making the title marketable, and guaranteeing that he has a good title to sell. This is all an abstract can legally do since it is not the title itself and it does not state the owner has an absolute title. Therefore, the abstract cannot guarantee unquestionably that the owner holds the title.

All of this rhetoric is necessary if the title is good; if there is some question concerning the title without making it defective, then the owner must turn to the last of the three alternatives to help pass a good title, title insurance.
**G. Thompson, Title to Real Property, Preparation and Examination of Abstracts, Ch.111, Section 79r PP· 99-100 (1919)}.**

Title insurance is issued by title insurance companies to ensure the validity of the title against any defects, against any encumbrances affecting the designated property, and to protect the purchaser against any losses he sustains from the subsequent determination that his title is actually un-marketable.

Title insurance extends to any defects of title. It protects against the existence of any encumbrances, provided only that any judgments adverse to the title shall be pronounced by a court of competent jurisdiction. It is not even necessary that a defect actually exist when the insurance policy was issued, it is simply necessary that there exists at the time of issuance of the policy and inchoate or potential defect which is rendered operative and substantial by the happening of some subsequent event. Since all one normally has is a color of title, the longer a title traverses history, the greater the possibility that the title will become defective.

The greater the need for insurance simply to keep the title marketable, the easier it is to determine that the title possessed is not the true, paramount and absolute title. If a person had the paramount title, there would be no need for title insurance, though an abstract might be useful for record keeping and historical purposes. Title insurance and abstract record keeping are useful, primarily because of extensive reliance on colors of title, as the operative title for a piece of property.

This then supplies the necessary information concerning colors of title, title abstracts, and title insurance. This does not describe the relationship between the landowner and the government. As was stated in the instruction, in feudal England, the King has the power, right and authority to take a person's land away from him, if and when the King felt it necessary. The question is whether most of the American system of land ownership and titles is in reality any different and whether therefore the American-based system of ownership, is in reality nothing more than a feudal system of land ownership.

Land ownership in America presently is founded on colors of title, and though people believe they are the complete and total owners of their property; under a color of title system this is far from the truth.

When people state that they are free and own their land, they in fact own it exactly to the extent the English barons owned their land in common-law England. They own their land so long as some "sovereign", the government or a creditor, states that they can own their land. If one recalls from the beginning of this memorandum, it was states that if the King felt it justified, he could take the land from one person and give such land to another prospective baron.

Today, in American color-of-title Property law, if the landowner does not pay income tax, estate tax, property tax, mortgages or even a security note on personal property, then the "sovereign", the government or the creditor can justify the taking of the property and the sale of that same property to another prospective "baron", while leaving the owner with only limited defenses to such actions.

The only real difference between this and common-law England is that now others besides the King can profit from the unwillingness or inability of the "landowner" to perform the socage or tenure required of every landowner of America. As such, no one is completely safe or protected on his property; no one can afford to make one mistake or the consequences will be forfeiture of the property.

If this were what the people in the mid 1700's wanted, there would have been no need to have an American Revolution, since the taxes were secondary to having a sound monetary system and complete ownership of the land.

Why fight a Revolutionary War to escape sovereign control and virtual dictatorship over the land, when in the 1990's these exact problems are prevalent with this one exception, money now changes hands in order to give validity to the eventual and continuous takeover of the property between the parties. This is hardly what the forefathers planned for when creating the United States Constitution, and what they did strive for is the next segment of the memorandum of law, allodial ownership of the land via the land patent. The next segment will analyze the history of this type of title so that the patent can be properly understood, making it possible to comprehend the patent's true role in property law today.

## SECTION III

## LAND PATENTS AND WHY THEY WERE CREATED

As was seen in the previous sections, there is little to protect the landowner who holds title in the chain of title, when distressful economic or weather condition make it impossible to perform on the debt. Under the color-of-title system, the property, "one of those inalienable rights", can be taken for the nonperformance on loan obligations. This type of ownership is similar to the feudal ownership found in the Middle Ages.

Upon defeating the English in 1066 A.D., William the Conqueror pursuant to his 52nd and 58th laws, "...effectually reduced the lands of England to feuds, which were declared to be inheritable and from that time the maxim prevailed there that all lands in England are held by the King, and that all proceeded from his bounty. **{I.E. Washburn, Treatise on The American Land of Real Property, Section 65, p.44 (6th ed. 1902)}.**

All lands in Europe, prior to the creation of the feudal system in France and Germany, were allodial. Most of these lands were voluntarily changed to feudal lands as protection from the neighboring barons or chieftains. Since no documents protected one's freedom over his land, once the lands were pledged for protection, the lands were lost forever. This was not the case in England.

England never voluntarily relinquished its land to William I. In fact, were it not for a tactical error by King Harold II men in the Battle of Hastings, England might never have become feudal. A large proportion of the Saxon lands prior to the Conquest of A.D. 1066, were held as allodial, that is, by an absolute ownership, without recognizing any superior to whom any duty was due on account thereof.

A writing or charter, called a land-bloc, or land allodial charter, which, for safekeeping between conveyances, was generally deposited in the monasteries, most commonly did the mode of conveying these allodial lands. In fact, one portion of England, the County of Kent, was allowed to retain this form of land ownership while the rest of England became feudal. Therefore, when William I established feudalism in England to maintain control over his barons, such control created animosity over the next 2 centuries.
**F.L. Ganshof, Feudalism, P. 114 (1964).**

As a result of such dictatorial control, some 25 barons joined forces to exert pressure on the then ruling monarch, King John, to gain some rights not all of which the common man would possess. The result of this pressure at Runnymede became known as the Magna Carta. The Magna Carta was the basis of modem common law, the common law being a series of judicial decisions and royal decrees interpreting and following that document. The Magna Carta protected the basic rights, the rights that gave all people more freedom and power, the rights that would then slowly erode.

Among these rights was a particular section dealing with ownership of the land. The barons still recognized the king as the lord paramount, but the barons wanted some of the rights their ancestors had prior to A.D. 1066. **{F. Goodwin, Treatise on The Law of Real Property, Ch· 1, p.3 (1905)}** Under this theory, the barons would have several rights and powers over the land, as the visible owners, that had not existed in England for 150 years.

The particular section of most importance was Section 62 giving the most powerful barons letters of patent, raising their land ownership close to the level found in the County of Kent. Other sections, i.e., 10, 11, 26, 27, 37, 43, 52, 56, 57, and 61 were written to protect the right to "own" property, to illustrate how debts affected this fight to own property, and to secure the return of property that was unjustly taken.

All these paragraphs were written with the single goal of protecting the "landowner" and helping him retain possession of his land, acquired in the service of the King, from unjust seizures or improper debts. The barons attempted these goals with the intention of securing property to pass to their heirs.

Unfortunately goals are often not attained. Having re-pledged their loyalty to King John, the barons quickly disbanded their armies. King John died in 1216, one year after signing the Magna Carta. The new king did not wish to grant such privileges found in that document. Finally, the barons who forced the signing of the Magna Carta died, and with them went the driving force that created this great charter.

The Magna Carta may have still been alive, but the new kings had no armies at their door forcing them to follow policies, and the charter was to a great extent forced to lie dormant. The barons who received the letters of patent, as well as other landholders perhaps should have enforced their rights, but their heirs were not in a position to do so and eventually the fights contained in the charter were forgotten.

Increasingly until the mid-1600's, the king's power waxed, abruptly ending with the execution of Charles I in 1649. By then however, the original intent of the Magna Carta was in part lost and the descendants of the original barons never required property protected, free land ownership. To this day, the freehold lands in England are still held to a great extent upon the feudal tenures. This lack of complete ownership in the land, as well as the most publicized search for religious freedom, drove the more adventurous Europeans to the Americas to be away from these restrictions.

The American colonists however soon adopted many of the same land concepts used in the old-world. The kings of Europe had the authority to still exert influence, and the American version of barons sought to retain large tracts of land. As an example, the first patent granted in New York went to Killian Van Rensselaer dated in 1630 and confirmed in 1685 and 1704. **{A. Getman, Title to Real Property, Principles and Sources of Titles – Compensation For Lands and Waters, Part Ill, Ch. 17, p.229 (1921)}** The colonial charters of these American colonies, granted by the king of England, had references to the lands in the County of Kent, effectively denying the more barbaric aspects of feudalism from ever entering the continent, but feudalism with its tenures did exist for some time.

"It may be said that, at an early date, feudal tenures existed in this country to a limited extent." **{C. Tiedeman, An Elementary Treatise on the American Law of Real Property, Ch· 11.}; {The Principles of the Feudal System, Section 25, p.22 (2nd ed. 1892).}** The result was a newly created form of feudal land ownership in America. As such, the feudal barons in the colonies could dictate who farmed their land, how their land was to be divided, and to a certain extent to whom the land should pass. But, just as the original barons discovered, this power was premised in part of the performance of duties for the king.

Upon the failure of performance, the king could order the Grant revoked, and Grant the land to another willing to acquiesce to the king's authority. This authority, however, was premised on the belief that people, recently arrived and relatively independent, would follow the authority of a king based 3000 miles away. Such a premise was ill founded.

The colonists came to America to avoid taxation without representation, to avoid persecution of religious freedom, and to acquire a small tract of land that could be owned completely. When the colonists were forced to pay taxes and were required to allow their homes to be occupied by soldiers; they revolted, fighting the British, and declaring their Declaration of Independence.

The Supreme Court of the United States reflected on this in **Chisholm v. Georgia, 2 Dall. (U.S.) 419 (1793),** stating: "...the revolution or rather the Declaration of Independence, found the people already united for general purposes, and at the same time, providing for their more domestic concerns, by state conventions, and other temporary arrangements."

From the crown of Great Britain, the sovereignty of their country passed to the people of it; and it was then not an uncommon opinion, that the un-appropriated lands, which belonged to that crown, passed, not to the people of the colony or states within those limits they were situated, but to the whole people; "We the people of the United States, ... do ordain and establish this constitution."

Here we see the people acting as sovereigns of the whole country; and in the language of sovereignty, establishing a constitution by which it was their will, that the state governments, should be bound, and to which the state constitutions should be made to conform. It will be sufficient to observe briefly, that the sovereignties in Europe, and particularly in England, exist on feudal principles.

That system considers the prince as the sovereign, and the people his subjects; it regards his person as the object of allegiance, and excludes the idea of his being on an equal footing with a subject, either in a court of justice or elsewhere. That system contemplates him as being the fountain of honor and authority; and from his grace and grant, derives all franchises, immunities and privileges; it is easy to perceive, that such a sovereign could not be amenable to a court of justice, or subjected to judicial control and actual constraint.

The same feudal ideas run through all their jurisprudence, and constantly remind us of the distinction between the prince and the subject. No such ideas obtain here; at the revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects and have none to govern but themselves; the citizens of America are equal as fellow-citizens, and as joint tenants in the sovereignty.

From the differences existing between feudal sovereignties and governments founded on compacts, it necessarily follows, that their respective prerogatives must differ. Sovereignty is the fight to govern; a nation or state sovereign is the person or persons in whom that resides.

In Europe, the sovereignty is generally ascribed to the prince; here, it rests with the people; there, the sovereign actually administers the government; here, never in a single instance; our governors are the agents of the people, and at most stand in the same relation to their sovereign, in which the regents of Europe stand to their sovereigns.

Their princes have personal powers, dignities, and pre-eminence, our rules have none but official; nor do they partake in the sovereignty otherwise, or in any other capacity, than as private citizens.

The Americans had a choice as to how they wanted their new government and country to be formed. Having broken away from the English sovereignty and establishing themselves as their own sovereigns, they had their choice of types of taxation, freedom of religion, and most importantly, ownership of land.

The American founding fathers chose allodial ownership of land for the system of land ownership on this country. In the opinion of Judge Kent, the question of tenure as an incident to the ownership of lands: "...has become wholly immaterial in this country, where every vestige of tenure has been annihilated."

At the present day there is little, if any, trace of the feudal tenures remaining in the American law of property. Lands in this country are now held to be absolutely allodial.

Upon the completion of the Revolutionary War, lands in the thirteen colonies were held under a different form of land ownership. As stated in re: **Waltz et. al., Barlow v. Security Trust & Savings Bank, 240 p. 19 (1925);** quoting: **Matthews v. Ward, 10 Gill & J. (Md.) 443 (1839),** "after the American Revolution, lands in this state (Maryland) became allodial, subject to no tenure, nor to any services incident thereto."

The tenure, as you will recall, was the feudal tenure and the services or taxes required to be paid to retain possession of the land under the feudal system. This new type of ownership was acquired in all thirteen states. **Wallace v. Harmstead, 44 Pa. 492 (1863)** "The American people, before developing a properly functioning stable government, developed a stable system of land ownership, whereby the people owned their land absolutely and in a manner similar to the king in common-law England."

As has been stated earlier, the original and true meaning of the word "fee" and therefore fee simple absolute is the same as fief or feud, this being in contradistinction to the term "allodium" which means or is defined as a man's own land, which he possesses merely in his own right, without owing any rent or service to any superior.

**Wendell v. Crandall, 1 N. Y. 491 (1848) [27]** Stated another way, the fee simple estate of early England was never considered as absolute, as were lands in allodium, but were subject to some superior on condition of rendering him services, and in which the such superior had the ultimate ownership of the land.

In re: **Waltz, at page 20,** quoting **I Cooley's Blackstone, (4th ed.) p. 512.** "This type of fee simple is a Common-Law term and sometimes corresponds to what in civil law is a perfect title." **United States v. Sunset Cemetery Co., 132 F. 2d 163 (1943).** It is unquestioned that the king held an allodial title, which was different than the Common-Law fee simple absolute. This type of superior title was bestowed upon the newly established American people by the founding fathers.

The people were sovereigns by choice, and through this new type of land ownership, the people were sovereign freeholders or kings over their own land, beholden to no lord or superior. As stated in **Stanton v. Sullivan, 7 A· 696 (1839),** such an estate is an absolute estate in perpetuity and the largest possible estate a man can have, being, In fact allodial in its nature.

This type of fee simple, as thus developed, has definite characteristics:

(1) It is a present estate in land that is of indefinite duration;
**(2)** It is freely alienable;
**(3)** It carries with it the right of possession; and most importantly
**(4)** The holder may make use of any portion of the freehold without being beholden to any person.
**{I G. Thompson, Commentaries on the Modern Law of Real Property, Section 1856, p. 412 (1st ed. 1924)}.**

This fee simple estate means an absolute estate in lands wholly unequaled by any reservation, reversion, condition or limitation, or possibility of any such thing present or future, precedent or subsequent. Id.; **Wichelman v. Messner, 83 N.W. 2d 800, 806 (1957)** "It is the most extensive estate and interest one may possess in real property."

Where an estate subject to an option is not in fee. In the case, **Bradford v. Martin, [28] 201 N.W. 574 (1925)**, the Iowa Supreme Court went into a lengthy discussion on what the terms fee simple and allodium means in American property law. The Court stated: "The word "absolutely" in law has a varied meaning, but when unqualifiedly used with reference to titles or interest in land, its meaning is fairly well settled."

Originally the two titles most discussed were "fee simple" and "allodium" (which meant absolute) See: **Bouvier's. Law Dictionary, (Rawle Ed.) 134;**
**Wallace v. Harmstead, 44 Pa. 492;**
**McCartee v. Orphan's Asylum, 9 Cow. (N.Y.) 437, 18 Am. Dec. 516.**

Prior to Blackstone's time the allodial title was ordinarily called an "absolute title" and was superior to a "fee simple title," the latter being encumbered with feudal clogs which were laid upon the first feudatory when it was granted, making it possible for the holder of a fee-simple title to lose his land in the event he failed to observe his feudatory oath. The allodial title was not so encumbered. Later the term "fee simple," however rose to the dignity of the allodial or absolute estate, and since the days of Blackstone the words of "absolute" and "fee Simple" seem to have been generally used interchangeably; in fact, he so uses them.

The basis of English land law is the ownership of the realty by the sovereign, from the crown all titles flow. **People v. Richardson, 269 M. 275, 109 N.E. 1033 (1914);** see also: **Matthew v. Ward, 10 Gill & J (Md.) 443 (1844)**

The case, **McConnell v. Wilcox, I Seam. (IR.) 344 (1837)** stated it this way: "From what source does the title to the land derived from a government spring? In arbitrary governments, from the supreme head be he the emperor, king, or potentate; or by whatever name he is known."

In a republic: from the law, making or authorizing to be made by a grant or sale. In the first case, the party looks alone to his Letters Patent; in the second, to the law and the evidence of the acts necessary to be done under the law, to a perfection of his grant, donation or purchase. The law alone must be the fountain from whence the authority is drawn; and there can be no other source.

The American people, newly established sovereigns in this republic after the victory achieved during the Revolutionary War, became complete owners in their land, beholden to no lord or superior; sovereign freeholders in the land themselves. These freeholders in the original thirteen states now held allodial the land they possessed before the war only feudally.

This new and more powerful title protected the sovereigns from unwarranted intrusions or attempted takings of their land, and more importantly it secured in them a right to own land absolutely in perpetuity. By definition, the word perpetuity means, "Continuing forever. Legally, pertaining to real property, any condition extending the inalienability..." **Black's Law Dictionary, P·1027 (5th ed. 1980)**. In terms of an allodial title, it is to have the property of in-alienability forever.

Nothing more need be done to establish the sovereigns land ownership, although confirmations were usually required to avoid possible future title confrontations. The states, even prior to the creation of our present Constitutional government, were issuing titles to the unoccupied lands within their boundaries.

In New York, even before the war was won, the state issued the first land patent in 1781, and only a few weeks, after the battle and victory at Yorktown in 1783, the state issued the first land patent to an individual. In fact, even before the United States was created, New York and other states had developed their own Land Offices with Commissioners. New York was first established in 1784 and was revised in 1786 to further provide for a more definite procedure for the granting of unappropriated State Lands. Id. The state courts held, "The validity of letters patent and the effectiveness to convey title depends on the proper execution and record generally been the law that public grants to be valid must be recorded.

The record is not for purposes of notice under recording acts but to make the transfer effectual." Later, if there was deemed to be a problem with the title, the state grants could be confirmed by issuance of a confirmatory grant. This then, in part, explains the methods and techniques the original states used to pass title to their lands, lands that remained in the possession of the state unless Purchased by the still yet uncreated federal government, or by individuals in the respective states.

Too much this same extent Texas, having been a separate country and republic, controlled and still controls its lands. In each of these instances, the land was not originally owned by the federal government and then later passed to the people and states. This then is a synopsis of the transition from colony to statehood and the rights to land ownership under each situation.

This however has said nothing of the methods used by the states in the creation of the federal government and the eventual disposal of the federal lands.

The Constitution in its original form was ratified by a convention of the States, on September 17, 1787. The Constitution and the government formed under it were declared in effect on the first Wednesday of March 1789. Prior to this time, during the Constitutional Convention, there was serious debate on the disposal of what the convention called the "Western Territories," now the states of Ohio, Indiana, Illinois, Michigan, Wisconsin and part of Minnesota, more commonly known as the Northwest Territory. This tract of land was ceded to the new American republic in the treaty signed with Britain in 1783. (Treaty of Paris)

The attempts to determine how such a disposal of the Western territories should come about, was the subject of much discussion in the records of the Continental Congress. Beginning in September 1783, there was continual discussion concerning the acquisition of and later disposition to the lands east of the Mississippi River.

**Journals of Congress, Papers of the Continental Congress, No. 25, 11, folio 255, p. 544-557 (September 13, 1783)** "and whereas the United States have succeeded to the sovereignty over the Western territory, and are thereby vested as one undivided and independent nation, with all and every power and right exercised by the king of Great Britain, over the said territory, or the lands lying and situated without the boundaries of the several states, and within the limits above described; and whereas the western territory ceded by France and Spain to Great Britain, relinquished to the United States by Great Britain, and guarantied to the

United States by France as aforesaid, if properly managed, will enable the United States to comply with their promises of land to their officers and soldiers; will relieve their citizens from much of the weight of taxation;...and if cast into new states, will tend to increase the happiness of mankind, by rendering the purchase of land easy, and the possession of liberty permanent; therefore Resolved, that a committee be appointed to report the territory lying without the boundaries of the several states; ...and also to report an establishment for a land office."

There was also serious discussion and later acquisition by the then technically nonexistent federal government of land originally held by the colonial governments. As the years progressed, the goal remained the same, a proper determination of a simple method of disposing of the western lands. "That an advantageous disposition of the western territory is an object worthy the deliberation of Congress." **Id. February 14, 1786, at p. 68. In February 1787**, the Continental Congress continued to hold discussions on how to dispose of all western territories.

As part of the basis for such disposal, it was determined to divide the new northwestern territories into medians, ranges, townships, and sections, making for easy division of the land, and giving the new owners of such land a certain number of acres in fee. **Journals of Congress, p. 21, February 1787**, and **Committee Book, Papers of the Continental Congress, No. 190, p. 132 (1788).**

In September of that same year, there were the most discussions on the methods of disposing the land. In those discussions, there were debates in the validity and solemnity of the state patents that has been issued in the past. Only a week earlier the Constitution was ratified by the conventions of the states.

Finally, the future Senate and House of Representatives, though not officially a government for another one and a half years, held discussions on the possible creation of documents that would pass the title of lands from the new government to the people. In these discussions, the first patents were created and ratified, making the old land-bloc, or land-allodial charters of the Saxon nobles, 750 years earlier, and the letters patent of the Magna Carta, guidelines by which the land would pass to the sovereign freeholders of America. **Id., July 2, 1788, pp.77-286.**

As part of the method by which the new United States decided to dispose of its territories, it created in the **Constitution an article, section, and clause**, which specifically dealt with such disposal. **Article IV, Section 3, Clause 2**, states in part, **"The Congress shall have Power to dispose of and make all needful Rules and Regulations respecting the Territory or other property belonging to the United States." Thus, Congress was given the power to create a vehicle to divest the Federal Government of all its right and interest in the land. This vehicle, known as the land patent, was to forever divest the federal government of its land and was to place such total ownership in the hands of the sovereign freeholders who collectively created the government.**

*The members of Constitutional Congress ratified the land patents issued prior to the initial date of recognition of the United States Constitution.* Those Patents created by statute after March 1789, had only the power of the statutes and the Congressional intent behind such statutes as a reference and basis for the determination of their powers and operational effect originally and in the American system of land ownership today.

There have been dozens of statutes enacted pursuant to **Article IV, Section 3, Clause 2.** Some of these statutes had very specific intents of aiding soldiers of wars, or dividing lands in a very small region of one state, but all had the main goal of creating in the sovereigns, freeholders on their lands, beholden to no lord or superior.

Some of the statutes include, 12 Stat 392, 37th Congress, Sess. 11, Ch. 75, (1862) (the Homestead Act); **9 Stat. 520**, 3 Ist Congress, Sess. 1, Ch. 85 (1850) Military Bounty Service Act); **8 Stat. 123**, 29th Congress, Sess. 11 Ch. 8, (1847) (Act to raise additional military force and for other purposes); **5 Stat 444**, 21st Congress, Sess. 11, Ch. 30 (1831); **4 Stat 51**, 18th Congress, Sess. I.,Ch. 174 (1824); **5 Stat 52**, 18th Congress, Sess. 1, Ch. 173 (1824); **5 Stat 56**, 18th Congress, Sess. 1, Ch. 172, (1824); **3 Stat. 566**, 16th Congress, Sess. 1, Ch. 51, (1820) (the major land patent statute enacted to dispose of lands); **2 Stat 748**, 12th Congress, Sess. 1. Ch. 99 (1812); **2 Stat. 728**, 12th Congress, Sess. 1, Ch. 77, (1812); **2 Stat. 716**, 12th Congress, Sess. 1, Ch. 68, (1812) (the act establishing the General Land-Office in the Department of Treasury); **2 Stat 590**, 11th Congress, Sess. U, Ch. 3.5, (1810); **2 Stat 437**, 9th Congress, Sess. H, Ch. 34, (1807); and **2 Stat 437**, 9th Congress, Sess. H, Ch. 31, (1807).

These, of course, are only a few of the statutes of enacted to dispose of public lands to the sovereigns. One of these acts however, was the main patent statute in reference to the intent Congress had when creating the patents. That status is **3 Stat 566**, In order to understand the validity of a patent, in today's property law, it is necessary to turn to other sources than the acts themselves.

These sources include the congressional debates and case law citing such debates. For the best answer to this question, it is necessary to turn to the Abridgment of the Debates of Congress, Monday, March 6, 1820, in the Senate, considering the topic "The Public Lands."

This abridgment and the actual debates found in its concern one of the most important of the land patent statutes, **3 Stat 566, 16th Congress, Sess. 1. Ch. 51, Stat. 1, (April 24, 1820)** In this important debate, the reason for such a particular act in general and the protection afforded by the patent in particular were discussed. As Senator Edwards states: "It is not my purpose to discuss, at length, the merits of the proposed change. I will, at present, content myself with an effort, merely, to shield the present settlers upon public lands from merciless speculators, whose cupidity and avarice would unquestionably be tempted by the improvements which those settlers have made with the sweat of their brows, and to which they have been encouraged by the conduct of the government itself, for though they might be considered as embraced by the letter of the law which provides against intrusion on public lands, yet, that their case has not been considered by the Government as within the mischief's intended to be prevented is manifest, not only from the forbearance to enforce the law, but from the positive rewards which others, in their situation, have received, by the several laws which have heretofore been granted to them by the same right if preemption which I now wish extended to the present settlers." Further, Senator King from New York stated, he considered the change as "highly favorable to the poor man"; and he argued at some length, that it was calculated to plant in the new country a population of independent, unembarrassed freeholders; that it would cut up speculation and monopoly; that the money paid for the lands would be carried from the State or country from which the purchaser should remove; that it would prevent the accumulation of an alarming debt, which experience proved never would and never could be paid.

In other statutes, the Court recognized much of these same ideas. In **United States v. Reynes, 9 How. US 127 (1850)**, the Supreme Court stated: "The object of the Legislature is manifest, it was intended to prevent speculation by dealing for rights of preference before the public lands were in the market, The speculator acquired power over choice spots, by procuring occupants to seat themselves on them and who abandoned them as soon as the land was entered under their preemption right, and the speculation accomplished. Nothing could be more easily done than this, if contracts of this description could be enforced."

The act of 1830, however, proved to be of little avail and then came the **Act of 1835 (5 Stat 251)** which compelled the preemptor to swear that he had not made an arrangement by which the title might insure to the benefit of anyone except himself, or that he would transfer it to another at any subsequent time. This was preliminary to the allowing of his entry, and discloses the policy of Congress. "It is always to be borne in mind, in construing a congressional grant that the act by which it is made is a law as well as a conveyance and that such effect must be given to it as will carry out the intent of Congress. That intent should not be defeated by applying to the grant the rules of the common law words of present grant, are operative, if at all, only as contracts to convey. But the rules of common law must yield in this, as in other cases, to the legislative will." **Missouri, Kansas & Texas Railway Company v. Kansas Pacific Railway Company, 97 US 49 1, 497 (1878.**

"The administration of the land system in this country is vested in the Executive Department if the Government, first in the Treasury and now in the Interior Department, the officers charged with the disposal of the public domain under are required and empowered to determine so far as it relates to the extent and character of the rights claimed under them, and to be given, though their actions, to individuals. Government and courts of justice must never interfere with it."
**Marks v. Dickson, 61 US (20 How) 501 (1857)**; see also:
"The Power of the Congress to dispose of its land cannot be interfered with, or its exercise embarrassed by any State's legislation; nor can such legislation deprive the grantees of the United States of the possession and enjoyment of the property granted by reason of any delay in the transfer of the title after the initiation of proceedings for its acquisition."
**Gibson v. Chouteau, 13 Wal. US 92, 93 (1871)**

"State statutes that give lesser authoritative ownership of title than the patent can not even be brought into federal court."
**Langdon v. Sherwood, 124 US 74, 81 (1887).**

These acts of Congress making grants are not to be treated both law and grant, and the intent of Congress when ascertained is to control in the interpretation of the law. **Wisconsin C. R· Co. v. Forsythe, 159 US 46 (1895)** "The intent to be searched for by the courts in a government Patent is the intent which the government had as that time, and not what it would have been had no mistake been made."

The true meaning of a binding expression in a patent must be applied, no matter where such expressions are found in the document. It should be construed as to effectuate the primary object Congress had in view; and obviously a construction that gives effect to a patent is to be preferred to one that renders it inoperative and void.

A grant must be interpreted by the law of the country in force at the time when it was made. The construction of federal grant by a state court is necessarily controlled by the federal decisions on the same subject.

"The United States may dispose of the public lands of such terms and conditions, and subject to such restrictions and limitations as in its judgment will best promote the public welfare, even if the condition is to exempt the land from sale on execution issued or judgment recovered in a State Court for a debt contracted before the patent issues." **Miller v. Little, 47 Cal. 348, 350 (1874).**

Congress has the sole power to declare the dignity and effect of titles emanating from the United States and the whole legislation of the Government must be examined in the determination of such titles.
**Bagnell v. Broderick, 38 US 436 (1839).**

It was clearly the policy of Congress, in passing the preemption and patent laws, to confer the benefits of those laws to actual settlers upon the land.
**Close v. Stuyvesant, 132 M. 607, 61:** "The intent of Congress is manifest in the determinations of meaning, force and power vested in the patent. These cases all illustrate the power and dignity given to the patent. It was created to divest the government of its lands, and to act as a means of conveying such lands to the generations of people that would occupy those lands."

This formula, "or his legal representatives, embraces representatives of the original grantee in the land, the contract, such as assignees or grantees, as well as the operation of law, and leaves the question open to inquiry in a court of justice as to the party to whom the patent, or confirmation, should ensure."
**Hogan v. Page, 69 US 605 (1864).**

The patent was and is the document and law that protects the settler from the merciless speculators, from the people that use avarice to unjustly benefit themselves against an unsuspecting nation. The patent was created with these high and grant intentions, and was created with such intentions for a sound reason. "The settlers as a rule seem to have been poor persons, and presumably without the necessary funds to improve and pay for their land, but it appears that in every case where the settlement was made under the preemption law, the settler entered and paid for the land at the expiration of the shortest period at which entry could be made " **Close v. Stuyvesant, 132 HI. 607, 623 (1890).**

We must look to the benefit character of the acts that created this grants and patents and the peculiar objects they were intended to protect and secure. A class of enterprising, hardy and valuable citizens has become the pioneers in the settlement and improvement of the new and distant lands of the government.
**McConnell v. Wilcox, 1 Seam. (M.) 344, 367 (1837).**

"In furtherance of what is deemed a wise policy, tending to encourage settlement, and to develop the resources of the country, it invites the heads of families to occupy small parcels of the public land. To deny Congress the power to make a valid and effective contract of this character would materially abridge its power of disposal, and seriously interfere with a favorite policy of the government, which fosters measures tending to a distribution of the lands to actual settlers at a nominal price." **Miller v. Little, 47 Cal. 348, 351(1874)**

The legislative acts, the Statutes at Large, enacted to divest the United States of its land and to sell that land to the true sovereigns of this republic, had very distinct intents. Congress recognized that the average settler of this nation would have little money, therefore Congress built into the patent, and its corresponding act, the understanding that these lands were to be free from avarice and cupidity, free from the speculators who preyed on the unsuspecting nation, and forever under the control and ownership of the freeholder, who by the sweat of his brow made the land produce the food that would feed himself and eventually the nation.

Even today, the intent of Congress is to maintain a cheap food supply though the retention of the sovereign farmers on the land.
**United States v. Kimball Foods, Inc., 440 US 715 (1979);** see also:
**Curry v. Block, 541 F. Supp. 506 (1982)** "Originally, the intent of Congress was to protect the sovereign freeholders and create a permanent system of land ownership in the country."

Today, the intent of Congress is to retain the small family farm and utilize the cheap production of these situations, it has been necessary to protect the sovereign on his parcel of land, and ensure that he remain in that position. The land patent and the patent acts were created to accomplish these goals.

In other words, the patent or title deed being regular in its form, the law will not presume that such was obtained through fraud of the public right This principle is not merely an arbitrary rule of law established by the courts, rather it is a doctrine which is founded upon reason and the soundest principles of public policy. It is one, which has been adopted in the interest of peace in the society and the permanent security of titles.

"Unless fraud is shown, this rule is held to apply to patents executed by the public authorities." **State v. Hewitt Land Co., 134 P. 474,479 (1913)**

"It is therefore necessary to determine exact power and authority contained in a patent. Legal titles to lands cannot be conveyed except in the form provided by law." **McGaffahan v. Mining Co., 96 US 316 (1877)**

"Legal title to property is contingent upon the patent issuing from the government." **Sabo v. Horvath, 559 P.2d 1038, 1040 (Aka. 1976)**

"That the patent carries the fee and is the best title known to a court of law is the settled doctrine of this court." **Marshall v. Ladd, 7 Wall. 74 US 106 (1869)**

"A patent issued by the government of the United States is legal and conclusive evidence of title to the land described therein. No equitable interest, however strong, to land described in such a patent, can prevail at law, against the patent" **{Land Patents, Opinions of the United States Attorney General's office, (September, 1969)}**

"A patent is the highest evidence of title, and is conclusive against the government and all claiming under junior patents or titles, until it is set aside or annulled by some judicial tribunal."
**Stone v. United States, 2 Wall. 67 US 765 (1865).**

The patent is the instrument, which under the laws of Congress passes title from the United States and the patent when regular on its face, is conclusive evidence of title in the patentee. When there is a confrontation between two parties as to the superior legal title, the patent is conclusive evidence of title in the patentee.

"When there is a confrontation between two parties as to the superior legal title, the patent is conclusive evidence as to ownership."
**Gibson v. Chouteau, 13 Wall. 912 (1871)**

"Congress having the sole power to declare the dignity and effect of its titles has declared the patent to be the superior and conclusive evidence of the legal title."
**Bagnell v. Brodrick, 38 US 438 (1839)**

"Issuance of a government patent granting title to land is the most accredited type of conveyance known to our Law".
**United States v. Creek Nation, 295 US 103, 111 (1935)**; see also:
**United States v. Cherokee Nation, 474 F.2d 628,634 91973).**

"The patent is prima facie conclusive evidence of the title."
**Marsh v. Brooks, 49 U.S. 223, 233 (1850).**
"A patent, once issued, is the highest evidence of title, and is a final determination of the existence of all facts."
**Walton v. United States, 415 F. 2d 121, 123 (I0th Cir. 1969)**; see also:
**United States v. Beaman, 242 F. 876 (1917);**
**File v. Alaska, 593 P. 268, 270 (1979)** (When the federal government grants land via a patent, the patent is the highest evidence of title).

"Patent rights to the land is the title in fee,"
**City of Los Angeles v. Board of Supervisors of Mono County, 292 P.2d 539 (1956);**
"...the patent of the fee simple," **Squire v. Capoeman, 351 US 1,6 (1956);**
"...and the patent is required to carry the fee."
**Carter v. Rubby, 166 US 493, 496 (1896)**; see also:
**Klais v. Danowski, 129 N.W.2d 414, 422 (1964) 1423** (Interposition of the patent or interposition of the fee title).

"The land patent is the muniment of title, such title being absolute in its nature, making the sovereigns absolute freeholders on their lands. Finally, the patent is the only evidence of the legal fee simple title."
**McConnell v. Wilcox, I Scam (ILL.) 381, 396 (1837)** All these various cases and quotes illustrate one statement that should be thoroughly understood at this time, the patent is the highest evidence of title and is conclusive of the ownership of land in courts of competent jurisdiction.

This however, does not examine the methods or possibilities of challenging a land patent. In **Hooper et al. v. Scheimer, 64 US (23 How.) 235 (1859)**, the United States Supreme Court stated, "I affirm that a patent is unimpeachable at law, except, perhaps, when it appears on its own face to be void; and the authorities on this point are so uniform and unbroken in the courts, Federal and State, that little else will be necessary beyond a reference to them."

**Id. at 240 (1859):**
"A patent cannot be declared void at law, nor can a party travel behind the patent to avoid it. Id. A patent cannot be avoided at law in a collateral, proceeding unless it is declared void by statute, or its nullity indicated by some equally explicit statutory denunciations. Once perfect on its face is not to be avoided, in a trial at law, by anything save an elder patent. It is not to be affected by evidence or circumstances which might show that the impeaching party might prevail in a court of equity."

"A patent is evidence, in a court of law, of the regularity of all previous steps to it, and no facts behind it can be investigated. A patent cannot be collaterally avoided at law, even for fraud. A patent, being a superior title, must of course, prevail over colors of title; nor is it proper for any state legislation to give such titles, which are only equitable in nature with a recognized legal status in equity courts, precedence over the legal title in a court of law."

The Hooper case has many of the maxims that apply to the powers and possible disabilities of a land Patent, however there is extensive case law in the area.

"The presumptions arise, from the existence of a patent, evidencing a grant of land from the United States, that all acts have been performed and all facts have been shown, which are prerequisites to its issuance, and that the right of the party, grantee therein, to have it issued, has been presented and passed upon by the proper authorities." **Green v. Barber, 66 N.W. 1032 (1896).**

As stated in **Bouvier's Law Dictionary, Vol. H, p. 1834 (1914)**:
Misrepresentations knowingly made by the application for a patent will justify the government in proceedings to set it aside, as it has a right to demand a cancellation of a patent obtained by false and fraudulent misrepresentations.
**United States v. Manufacturing Co., 128 US 673 (1888);** but courts of equity cannot set aside, annul, or correct patents or other evidence of title obtained from the United States by fraud or mistake, unless on specific averment of the mistake or fraud, supported by clear and satisfactory proof,
**Maxelli Land Grant Cancellation, 11 How. US 552 (1850);**
"although a patent fraudulently obtained by one knowing at the time that another person has a prior right to the land may be set aside by an information in the nature of a bill in equity filed by the attorney of the United States for the district in which the land lies"; Id.

"A court of equity, upon a bill filed for that purpose, will vacate a patent of the United States for a tract of land obtained by mistake from the officers of the land office, in order that a clear title may be transferred to the previous purchaser";
**Hughes v. United States, 4 Wall. US 232 (1866);**
"...but a patent for land of the United States will not be declared void merely because the evidence to authorize its issue is deemed insufficient by the court."
**Milliken v. Starling's lessee, 16 Ohio 61·**

"A state can impeach the title conveyed by it to a grantee only by a bill in chancery to cancel it, either for fraud on the part of the grantee or mistake of law; and until so canceled it cannot issue to any other party a valid patent for the same land." **Chandler v. Manufacturing Co., 149 US 79 (1893).**
Other cases espouse these and other rules of law.

"A patentee can be deprived of his rights only by direct proceedings instituted by the government or by parties acting in its name, or by persons having a superior title to that acquired through the government."
**Putnum v. Ickes, 78 F.2d 233, denied 296)**

"It is not sufficient for the one challenging a patent to show that the patentee should not have received the patent; he must also show that he as the challenger is entitled to it." **Kale v. United States, 489 F.2d 449, 454 (1973).**

"A United States patent is protected from easy third party attacks."
**Fisher v. Rule, 248 US 314, 318 (1919);** see also:
**Hooffiagle v. Andcrson, 20 US (7 Wheat.) 212 (1822).**

"A Patent issued by the United States of America so vests the title in the lands covered thereby, that it is the further general rule that, such patents are not open to collateral attack."
**Thomas v. Union pacific Railroad Company,588, 596 (1956);** See also:
**State v. Crawford, 475 P.2d 515 (Ariz. App. 1970).**

"A patent is prima facie valid, and if its validity can be attacked at all, the burden of proof is upon the plaintive";
**State v. Crawford, 441 P.2d 586,590 (Ariz. APP· 1968);**

"A patent to land is the highest evidence of title and may not be collaterally attacked"; and **Dredge v. Husite Company 369 P.2d 676,682 (1962).**

"A Patent is the act of legally instituted tribunal, done within its jurisdiction, and passes the title. Such a patent is a final judgment as well as a conveyance and is conclusive upon a collateral attack. Absent some facial invalidity, the patents are presumed valid." **Murray v. State, 596 P.2d 805, 816 (1979).**

"The government retains no power to nullify a patent except through a direct court proceeding." **United States v. Reimann, 504 F.2d 135 (1974);** See also:
"The doctrine announced was that the deed upon its face, purported to have been issued in pursuance of the law, and was therefore only assailable in a direct proceeding by aggrieved parties to set it aside."
**Green v. Barker, 66 N.W. 1032, 1034 (1896)**

Through these cases, it can be shown that the patent, which passes the title from the United States to the sovereigns, was created to keep the speculators from the land, is only able in a direct proceeding for fraud or mistake. In no other situation is it allowable for the courts, to imply eliminates the patent. One question that may arise is what do the courts mean by a collateral attack; and what can courts of equity do if a collateral attack is presented?

_Perhaps the easiest means of defining a collateral attack is to show, the converse corollary, or a direct attack on a patent. As was stated in the previous paragraphs, a direct attack upon a land patent is an action for fraud or mistake brought by the government or a party acting in its place.

Therefore, a collateral attack, by definition, is any attack upon a patent that is not covered within the direct attack list. Perhaps the most prevalent collateral attack in Property law today is a mortgage or deed of trust foreclosure on a color of title. In these instances, it is determined that the mortgagee or another purchases the complete title and interest in the land in his place. Such a determination displaces the patentee's ownership of the title without the court ever ruling that the patent was acquired through fraud or mistake.

This is against public policy, legislative intent, and the overwhelming majority of case law. Therefore, it is now necessary to determine the patent's role in American property law today, to see what powers the courts of equity have in protecting the rights of the challengers of patents.

"The attitude of the Courts is to promote simplicity and certainty in title transactions, thereby they follow what is in the chain of title, and not what is outside." **Sabo v. Horvath, 559 p.2d 1038, 1044 (1976).**

"However in equity courts, title under a patent from the government is subject to control, to protect the rights of parties acting in a fiduciary capacity." **Sanford v. Sanford, 139 US 290 (1891).**

This protection however does not include the invalidation of the patent. The determination of the land department in matters cognizable by it, in the alienation of lands and the validity of patents cannot be collaterally attacked or impeached.

Therefore the courts have had to devise another means to control the patentee, if not the patent itself, as stated in **Raestle v. Whitson, 582 P.2d 170, 172 (1978),** "The land patent is the highest evidence of title and is immune from collateral attack. This does not preclude a court from imposing a constructive trust upon the patentee for the benefit of the owners of an equitable interest" This then explains the most equitable way a court may effectively restrict the sometimes harsh justice handed down by a strict court of law.

Equity courts will impose a trust upon the patentee until the debt has been paid. As has been stated, a patent cannot be collaterally attacked; therefore the land cannot be sold or taken by the courts unless there is strong evidence of fraud or mistake.

However, the courts can require the patentee to pay a certain amount at regular intervals until the debt is paid, unless of course, there is a problem with the validity of the debt itself. This is the main purpose of the patent in this growing epidemic of farm foreclosures that defy the public policy of Congress, the legislative intent of the Statutes at large, and the legal authority as to the type of land ownership possessed in America.

**Why then, is the rate of foreclosures on the rise?**

Titles to land today, as was stated earlier in this memorandum, are normally in the form of colors of title. This is because of the trend in recent property law to maintain the status quo. The rule in most jurisdictions, and those which have adopted a grantor-grantee index in particular, is that a deed outside the chain of title does not act as a valid conveyance and does not serve notice of a defect of title on a subsequent purchaser.

These deeds outside the chain of title are known as "wild deeds."
**Sabo v. Horvath, 559 P.2d 1038, 1043 (1976);** See also:
**Porter v. Buck, 335 So.2d 369, 371 (1976);**
**The Exchange National Bank v. Lawndale National Bank, 41 ILL.2d 316, 243 N.E.2d 193, 195-96 (1968)** The chain of title for purposes of the marketable title act, may not be founded on a wild deed. These stray, accidental, or interloping conveyances are contrary to the intent of the marketable title act, which is to simplify and facilitate land title transactions; and
**Manson v. Berkman, 356 Ill. 20, 190 N. E. 77, 79 (1934).**

This liberal construction of what constitutes a valid conveyance has led to a thinning of the title to a point where the absolute and paramount title is almost impossible to guarantee. This thinning can be directly attributed to the constant use of the colors of title. Under the guise of being the fee simple absolute, these titles have operated freely, but in reality, the evidence something much different.

It was said in common-law England, that when a title was not completely alienable and not the complete title it was not a fee simple absolute. Rather it was some type of contingent conveyance that depended on the performance of certain tasks before the title was considered to be absolute.

In fact, normally the title never did develop into a fee simple absolute. These types of conveyance were evidenced in part by the operable word, since the conveyance and in part by the manner in which the granter could reclaim the property. If the title automatically reverted to the grantor upon the happening of a contingent action, then the title was by a fee simple determinable. **Scheller v. Trustees of Schools of Township 41 North, 67 ILL. App.3d 857, 863 (1978).**

This is evidenced most closely today by deeds of trust in some states. If it required a court's ruling to reacquire the land and title, then the transaction and title were held by a fee simple with a condition subsequent. **Mahrenholz v. Country Board of Trustees of Lawrence County, 93 III.App.3d 366, 370-74 (1981).** This is most closely evidenced by a mortgage in a lien or intermediate-theory state.

These analogies may be somewhat startling and new to some, but the analogies are accurate. When a mortgage is acquired on property, the mortgagee steps into the position of a grantor with the authority to create the contingent estate as required by the particular facts. This is exactly what the grantor in Common Law property law could acquire. All the grantor had to do was choose a particular type of contingency and use the necessary catch words, and almost invariably the land would one day be refused due to a violation of the contingency. In today's property law, the color of title has little power to protect the landowner.

When the sovereign is unable to pay the necessary principal and interest on the debt load, then the catchwords and phrases found in the deed of trust or mortgage become operational.

Upon the occurrence of that event, the mortgagee or speculator, having through a legal maneuver acquired the position of a grantor, is in a position to either automatically receive the property simply by advertising and selling it, or can acquire the position of the grantor and eventually the possession of the property by a court proceeding.

In Common Law, the grantor of a fee simple determinable where the contingency was broken or violated, could automatically take the land from the grantee holder, by force if necessary. If however, the grant was a fee simple upon condition subsequent the grantor, when the contingency was broken, had to bring a legal proceeding to declare the contingence broken, to declare the grantee in violation, and to order the grantee to vacate the premises.

These situations, though under different names and proceedings, occur every day in America. Is there really any serious debate therefore, that the colors of title used today, with the creation of a lien upon the property, become fee simple determinable and fee simples upon condition subsequent? Is this a legitimate method of ensuring a stable and permanent system of land ownership? If the color of title is weak, then how strong is a mortgage or deed of trust placed on the property?

"Fee simple estates may be either legal or equitable. In each situation it is the largest estate in the land that the law will recognize."
**Hughes v. Miller's Mutual Fire Insurance Co., 246 S.W.23 (1922).**
If a mortgagee, upon the creation of a mortgage or deed of trust, steps into the shoes of the grantor upon a conditional fee simple, does it then mean the mortgagee has acquired one of the two halves of a fee simple, when cases have shown the fee simple is only evidenced by a patent?

Actually, courts have held in many states that a mortgage is only a lien. **United States v. Certain Interests in Property in Champaign County, State of Illinois, 165 F.Supp.474, 480 (1958)** "In Illinois and other lien theory states, the mortgagee has only a lien and not a vested interest in the leasehold." See also: **Federal Farm Mortgage Corp. v. Ganswer, 146 Neb. 635, 20 N.W.2d 689 (1945)**
"Even after a condition is broken or there is a default on a mortgage, a mortgagee only has an equitable lien which can be enforced in proper proceedings"; **South Omaha Bank v. Levy, 95 N.W.603 (1902)**

"Strict foreclosure will not lie when mortgagor holds the legal title"; **First National Bank v. Sergeant, 65 Neb. 394, 91 N.W. 595 (1902).**

"Mortgagee cannot demand more than is legally due"; **Morrill v. Skinner, 57 Neb. 164, 77 N.W. 375 (1898);**
"Mortgage conveys no estate title but merely creates a lien";
**Barber v. Crowell, 55 Neb. 571, 75 N. W. 1 109 (1898)**
"Mortgage is mere security in form of conditional conveyance",
**Speer v. Hadduck, 31 Freeman (HI.) 439, 443 (1863)**
"Assignments or conveyances of mortgages do not convey the fee simple, rather they hold only security interests) In lien and intermediate-theory states, these cases amply illustrate that a mortgage or deed of trust is only a lien. Even in title theory of mortgage states, courts of equity have determined that the fee simple title is not really conveyed, either in its equitable or legal state." See: **supra Barber, at 1110.**

"A fee simple estate still exists even though the property is mortgaged or encumbered."
**Hughes v. Miller's Mutual Fire Insurance Co., 246 S.W. 23, 24 (1922)**

"In fact, a creditor asserting a lien (mortgage) must introduce evidence or proof that will clearly demonstrate the basis of his lien."
**United States v. United States Chain Company, 212 F. Supp. 171 (N. D.**

If a mortgagee, even in the title theory states, has only a lien, yet when the mortgage or deed of trust is created he has a fee simple determinable or condition subsequent, then obviously the color of title used as the operative title has little force or power to protect the sovereign Freeholder. Nor can it be said that such a color of title is useful in the intendance of stable and permanent titles. The patent, in almost all cases has been originally issued to the first purchaser from the government.

Theoretically then the public policy, Congressional intent from the 30's, and the Congressional intent of the last few decades should protect sovereign in the enjoyment and possession of his freehold. This however is not the case. Instead, vast mortgaging of the land has occurred. The agriculture debt alone has risen to over $220,000,000,000 in the past three decades. This is in part due to the vast expansion of mortgaged holdings and part due to the rural sector's inability to repay existing loans requiring the increased mortgaging of the land.

"This is in exact contradiction to public policy and legislative intent if maintaining stable and simplistic land records; yet marketable titles (colors of title) were supposed to guarantee such records."
**Wichelman v. Messner, 83 N.W.2d 800, 805 357.**

Colors of title are ineffective against mortgages and promote the instability and complexity of the records of land titles by requiring abstracts and title insurance simply to guarantee a marketable title, not True title. Worse, an injustice has prevailed in some of the states of permitting actions to determine titles to be maintained upon warrants for land (warranty deeds) and other titles not complete or legal in their character.

"This practice is against the intent of the Constitution and the Acts of Congress." **Bagnell v. Broderick, 38 US 438 (1839).** Such lesser titles have no value in actions brought in federal courts notwithstanding a State legislature, which may have provided otherwise.

**Hooper et al v. Scheimer, 64 US (23 How.) 235 (1859)** "It is in fact possible that the state legislatures have even violated the Supremacy Clause of the United States Constitution."

"These actions are against the intent of the founding fathers and against the legislative intent of the Congressman who enacted the statutes at large creating the land patent or land Grant. This patent or grant, since the land grant has in some states, another name for the patent, the terms being synonymous, prevented every problem that was created by the advent of colors of title, marketable titles, and mortgages." **Northern Pacific Railroad Co. v. Barden, 46 F. 592, 617 (1891);**

"Therefore it is necessary to determine the validity of returning to the patent as the operative title. Patents are issued (and theoretically passed) between sovereigns and deeds are executed by persons and private corporations without these sovereign powers."
**Leading Fighter v. County of Gregory, 230 N.W.2d 114, 116 (1975)**

As was stated earlier, the American people in creating the Constitution and the government formed under it, made such a document and government as sovereigns, retaining that status even after the creation of the government.
**Chisholm v. Georgia, 2 Dall. US 419 (1793)**
"The government as sovereign passes the title to the American people creating in them sovereign Freeholders."

Therefore, it follows that the American people, as sovereigns, should also have this authority to transfer the fee simple title, through the patent, to others. Cases have been somewhat scarce in this area, but there is some case law to reinforce this idea. In **Wilcox v. Calloway, 1 Wash. (Va.) 38, 38-41 (1823)**, the Virginia Court of Appeals heard a case where the patent was brought up or reissued to the parties four separate times. Some patents were issued before the creation of the Constitutional United States government, and some occurred during the creation of that government.

The courts determined the validity of those patents, recognizing each actual acquisition as being valid, but reconciling the differences by finding the first patent, properly secured with all the necessary requisite acts fulfilled, carried the title.

The other patents and the necessary requisition a new patent each time yielded the phrase "lapsed patent"; a lapsed Patent being one that must be required to perfect the title. Id. Subsequent patentees take subject to any reservations in the original patent.
**State v. Crawford 441 P.2d 586,590 (1968).**
"A patent regularly issued by the government is the best and only evidence of a perfect title."

"The actual patent should be secured to place at rest any question as to validity of entries (possession under a claim and color of title)."
**Young v. Miller, 125 So. 2d 257, 258 (1960).**

Under the color of title act, the Secretary of Interior may be required to issue a patent if certain conditions have been met, and the freeholder and his predecessors in title are in peaceful, adverse possession under claim and color of title for more than a specified period.
**Beaver v. United States, 350 F. 2d 4, cert. denied, 387 U.S. 937 (1965).**

"A description which will identify the lands (and possession) is all that is necessary for the validity of the patent,"
**Lossing v. Shull, 173 S.W. 2d 1, 1 Mo. 342 (1943).**

"A patent to two or more persons creates presumptively a tenancy in common in the patentees."
**Stoll v. Gottbreht, 176 N.W. 932, 45 N.D. 158 (1920).**

"A patent to be the original grantee or his legal representatives embrace the representatives by contract as well as by law."
**Reichert v. Jerome H. Sheip, Inc., 131 So. 229, 222 Ala. 133 (1930).**

A patent has a double operation. In the first place, it is documentary evidence having the dignity of a record of the evidence of the title or such equities respecting the claim as to justify its recognition and later confirmation. In the second place, it is a deed of the United States, or a title deed. As a deed, its operation is that of a quitclaim, or rather, of a conveyance of such interest as the United States possess in the land, such interest in the land passing to the people or sovereign freeholders. **63 Am. Jur. 2d Section 97, p. 566.**

Finally, the United States Supreme Court, in
**Summa Corporation v. California ex rel. State Lands Commission, etc., 80 L.Ed.2d 237 (1984),** made determinations as to the validity of a patent confirmed by the United States through the **Treaty of Guadalupe Hidalgo, 9 Stat. 631 (1951).** The State of California attempted to acquire land that belonged to the corporation.

The State maintained that there was a public trust easement granting to the State authority to take the land without compensation for public use. The corporation relied in part on the intent of the treaty, in part on the intent of the patent and the statute creating it, and in part in the requisite challenge date of the patent expiring.

The Summa Court followed the lengthy dissertation of the dissenting judge on the California Supreme Court, See: **31 Cal. 3d 288,** dissenting opinion, in determining that the patent which had been the apparent operative title throughout the years, was paramount and the actions by the State were against the manifest weight of the Treaty and the legislative intent of the patent statutes.

In each of these cases it states that the patent, through possession, or claim and color of title, or through the term "**his heirs and assigns forever**", or through the necessary passage of title at the death of a joint tenant or tenant in common, is still the operable title and is required to secure the peaceful control of the land.

These same ideas can also apply to state patents for lands that went to the state or remained in the hands of the state upon admission into the Union.
**Oliphant v. Frazho, 146 N.W.2d 685, 686,687 (1966);**
**Fiedier v. Pipers, 107 So.2d 409, 411-412 (1958)** "Not even the State could be heard to question the validity of a patent signed by the Governor and the Register of the State Land Office".

"No government can object to the intent and creation of a patent after such is issued, unless issued through fraud or mistake. The patent, either federal or state, has an intent to create sovereign freeholders in the land protected form the speculators, (any lending institution speculates upon land), and a public policy to maintain a simplistic, stable and permanent system of land records.

Land patents were designed to effectively insure that this intent and policy were retained. Colors of title cannot provide this type of stability, since such titles are powerless against liens, mortgages, when the freeholder is unable to repay principle and interest on the accompanying promissory note.

Equity will entertain jurisdiction at the instance of the owner of fee of lands to remove a cloud upon his title created by the sale of the premises and a deed issued thereto under a decree of foreclosure of a mortgage there-on."
**Hodgen v. Guttery, 58 Free. (I LL.) 431, 438 (1871).** (Though this case dealt with an improper sale of land covered by a patent, any forced sales of lands covered by a patent is improper in view of the policy and intent of the Congress).

Equity however will protect the mortgagee who stands to lose his interest in the property, thereby requiring a trust to be created until the debt is erased, making partners of the creditor and debtor. What then exists is a situation where the patent should be declared (confirmed or reissued), to protect the sovereign freeholder and to re-institute the policy and intent of Congress.

The patent as the paramount title, fee simple absolute, cannot be collaterally attacked, but when a debt cannot be paid immediately placing the creditor in jeopardy, the courts can impose a constructive trust until the new "partners" can mutually eliminate the debt. If the debt cannot be satisfactorily removed, it is still possible, considering the present intent of the government, to maintain sovereign freeholders on the property, immune from the loss of the land, since it is Congress' intent to keep the family farm in place.

The use of colors of title to act as the operative title is inappropriate considering the rising number of foreclosures and the inability of the colors of title to restrain a mortgage or lien. However, the lending institutions, speculators on the land, maintain that the public policy of the country includes the eradication of the sovereign freeholders in the rural sector in an effort to implant upon the country, large corporate holdings. This last area must be effectively met and eliminated.

To those who framed the Constitution, the rights of the States and the rights of the people were two distinct and different things. Throughout their debates they had two objects foremost in their minds: first, to create a strong and effective national government; and secondly to protect the people and their rights from usurpation and tyranny by government.

The people's liberties and individual rights and safeguards were to be kept forever beyond the control and dominion of the legislatures of the States, whom they distrusted, and against whom they so carefully guarded themselves.

If such control and domination and unlimited powers were given to a few legislatures they could override every one of the reserved rights covered by the first ten Amendments (the bill of rights); they could change the government of limited powers to one of unlimited powers; they could declare themselves hereditary rulers; they could abolish religious freedoms, they could abolish free speech and the right of the people to petition for redress; they could not only abolish trial by jury, but even the rights to a day in court; and most importantly they could abolish free sovereign ownership of the land.

The whole literature of the period of the adoption of the Constitution and the first ten amendments is one of great testimony to the insistence that the Constitution must be so amended as to safeguard unquestionably the rights and freedoms of the people so as to secure from any future interference by the new government, matters the people had not already given into its control, unless by their own consent. **United States v. Sprague, 282 US 716, 723-726 (1930).**

The problem has not in the lending institutions that simply practice good business on their part. The problem in the loss of freedoms by this present interference with allodial sovereign ownership lies with the state legislatures that created law, or marketable title acts, that claimed to enact new simplistic, stable land titles and actually created a watered-down version of the fee simple absolute that requires complicated tracing and protection, and is ineffective against mortgage foreclosures.

None of these problems would occur if the patent were the operable title again, as long as the sovereigns recognized the powers and disabilities of their fee simple title. The patent was meant to keep the sovereign freeholder on the land, but the land was also to be kept free of debt, since that debt was recognized in 1820 as un-repayable, and today is un-repayable.

The re-declaration of the patent is essential in the protection of the rural sector of sovereign freeholders, but also essential is the need to impress the state legislatures that have strayed from their enumerated powers with the knowledge that they have enacted laws that have defeated the intent and goal of man since the Middle Ages. That intent, of course, is to own a small tract of land absolutely, whether by land-bloc or patent, on which the freeholder is beholden to no lord or superior.

The patent makes sovereign freeholders of each person who owns his/her land. A return to the patent must occur if those sovereign freeholders wish to protect that land from the encroachment of the state legislatures and the speculators that benefit from such legislation.

## CONCLUSION

As has been seen, man is always striving to protect his rights, the most dear being the absolute right to ownership of the land, this right was guaranteed by the land patent, the public policy of the Congress, and the legislative intent behind the Statutes at Large. Such fights must be reacquired through the re-declaration of the patent in the color of title claimant's name, based on his color of title and possession.

With such re-born rights, the land is protected from the forced sale because of delinquency on a promissory note and foreclosure on the mortgage. This protected land will not eliminate the debt; a trust must be created whereby "partners" will work together to repay it. These rights must be recaptured from the state legislated laws, or the freedoms guaranteed in the Bill of Rights and Constitution will be lost.

Once lost, those rights will be exceedingly hard, if no impossible to reclaim, and quite possibly, as Thomas Jefferson said, the children of this generation may someday wake up homeless on the land their forefathers founded. This Court has the opportunity, nay the obligation, to uphold the original intent of the founding fathers, and the Congress, in the protection of our most valued unalienable right, the right to allodial property.

Respectfully submitted,

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# NOTES/COMMENTS

# LAW ON LEGISLATIVE GRANTS:

"[T]he rules which govern in the interpretation of legislative grants are so well settled by this court that they hardly need be reasserted. All grants of this description are strictly construed against and/or for the grantee; nothing passes but what is conveyed in clear and explicit language; and, as the rights here claimed are derived entirely from the act of Congress, the donation stands on the same footing of a grant by the public to a private company, the terms of which must be plainly expressed in the statute, and, if not thus expressed, they cannot be implied." **Leavenworth, Lawrence, & Galveston RR. Co. v. United States (1875).**

"It creates an immediate interest, and does not indicate a purpose to give in future. 'There be and is hereby granted' are words of absolute donation, and import a grant in praesenti. This court has held that they can have no other meaning; and the land department, on this interpretation of them, has uniformly administered every previous similar grant." **Railroad Company v. Smith, 9 Wall. 95; Schulenberg v. Harriman, 21 id. 60.**

"In construing a public grant, as we have seen, the intention of the grantor, gathered from the whole and every part of it, must prevail. If, on examination, there are doubts about that intention or the extent of the grant, the government is to receive the benefit of them." "...and, unless there were other provisions restraining the words of present grant, the grants uniformly were held to be in praesenti, in the sense that the title, although imperfect before the identification of the lands, became perfect when the identification was effected and by relation took effect as of the date of the granting act, except as to the tracts failing within the excluding provision." **St. Paul & Pacific R. R. Co. v. Northern Pacific R. R.**

"A grant, in its own nature, amounts to an extinguishment of the right of the grantor, and implies a contract not to reassert that right. A party is, therefore, always estopped by his own grant." **Fletcher v. Peck, 10 U.S. 87 (1810)**

The following court cases illustrate some of the known benefits that have materialized by using law against the perhaps otherwise unscrupulous, and of course with favorable letter patent and current valid property assignments in hand. There are many more such winning cases.
**HUGHES v. WASHINGTON, 389 U.S. 290 (1967);**
**SUMMA CORP. v. CALIFORNIA EX REL. LANDS COMM'N, 466 U.S. 198 (1984); FRIENDS OF MARTIN BEACH v. MARTIN BEACH Case No. CIV517634 (2013)**

# NOTES/COMMENTS

# A REPUBLIC UNDER GOD

To all to whom these presents shall come, Greeting: LAND PATENTS, EJECTMENT AND ESTOPPEL

1. In case of ejectment, where the question is who has the legal title, the patent of the government is unassailable. **Sanford v. Sanford, 139 US 642.**

2. The transfer of legal title (patent) to public domain gives the transferee the right to possess and enjoy the land transferred.
**Gibson v. Chouteau, 80 US 92.**

3. A patent for land is the highest evidence of title and is conclusive as against the government and all claiming under junior patents or titles.
**United States v. Stone, 2 US 525.**

4. The presumption being that it (patent) is valid and passes the legal title.
**Minter v. Crommelin, 18 US 87.**

5. Estoppel has been sustained as against a municipal corporation (county).
**Beadle v. Smyser 209 US 393.**

6. A court of law will not uphold or enforce an equitable title to land as a defense to an action of ejectment.
**Johnson v. Christian, 128 US 374:**
**Doe v. Aiken, 31 FED. 393.**

7. When congress has prescribed the conditions upon which portions of the public domain may be alienated (to convey, to transfer), and has provided that upon the fulfillment of the conditions the United States shall issue a patent to the purchaser, then such land is not taxable by a state.
**Sergeant v. Herrick & Stevens, 221 US 404:**
**Northern P.R. Co. v. Trail County 115 US 600.**

8. The patent alone passes land from the United States to the grantee and nothing passes a perfect title to public lands but a patent.
**Wilcox v. Jackson, 13 Peter US 498.**

9. Patents and other evidences of title from the United States government are not controlled by state recording laws and shall be effective, as against subsequent purchasers, only from the time of their record in the county. **Lomax v. Pickering, 173 US 26.**

10. In federal courts the patent is held to be the foundation of title at law. **Fenn v. Holme, 21 Howard 481.**

11. Congress has the sole power to declare the dignity and effect of titles emanating from the United States and the whole legislation of the government, in reference to the public lands, declare the patent to be the superior and conclusive evidence of the lawful title. Until it issues, the fee is in the Government, which by the patent passes to the grantee, and he is entitled to enforce the possession in ejectment. **Bagnell v. Collins.**

12. In ejectment the legal title must prevail, and a patent of the United States to public lands pass that title; it can not be assailed collaterally on the ground that false and perjured testimony was used to secure it.
**Steel v. St. Louis Smelting and Refining Co., 106 us 417.**

13. A patent certificate, or patent issued, or confirmation made to an original grantee or his legal representatives of the grantee or assignee by contract, as well as by law, **Hogan v. Pace, 69 US 605.**

14. In federal courts, the rule that ejectment cannot be maintained on a mere equitable title is strictly enforced, so that ejectment cannot be maintained on a mere entry made with a register and receiver, but only on the patent, since the certificates of the officers of the land department vest in the locator only equitable title. This rule prevails in the federal courts even when the statute of the state in which the suit is brought provides that a receipt from the local land office is sufficient proof of title to support the action.
**Langdon v. Sherwood, 124 US 74: Carter v. Ruddy, 166 US 493.**

15. The plaintiff in ejectment must in all cases prove the legal title to the premises in himself, at the time of the demise laid in the declaration, and evidence of an equitable title will not be sufficient for a recovery. The practice of allowing ejectments to be maintained in state courts upon equitable titles cannot effect the jurisdiction of the courts of the United States.
**Penn v. Holme, 21 Howard 481.**

16. Under **US Constitution, Article 4, section 3, clause 2,** Congress, in exercise of its discretion in disposal of public lands, had power, by this section, to restrict alienation of homestead lands after conveyance by United States in fee simple, by providing no such lands shall become liable to satisfaction of debts contracted prior to issuance of patent. **Ruddy v. Rossi, (1918) 248 US 104.**

17. Patents are tied to the **Bible,** in **Genesis 28,47** by way of the word assigned in italicized print. Also note in later verses the beginning of sharecropping. BC 1701.

18. The right to the ownership of property and to contract with respect of its use is unalienable.
**Golding v. Schubac, 93 US 32: Saville v. Corless, 46 US 495.**

19. Parties in possession of real property have the right to stand on their possessions until compelled to yield to the rule title determined by trial by jury.
**47 Am. Jur, 2d 45.**

20. Giving a note does not constitute payment.

**Echart v. Commissioners, C.C.A. 42 F2d 158; 283 US 140.**

21. Property value means the price the property will command in the market, or its equivalent in lawful money.

**People v. Hines, 89 P. 858, 5 Cal. App. 122**

# NOTES/COMMENTS

# Sovereignty, Right of Property is in the People

**Sovereignty, and thus the right of property, resides in the people. There is a natural order of things in the universe. Our Creator created man. Man formed or established the state (often incorrectly "the government") for the protection of himself and his property. Everything in the natural order of things is subservient to the being who created it. There can be *no exceptions*. In these United States, both the state and federal entities were created by the People. The People themselves retained "sovereignty" under the true Sovereign, our Creator, even though they delegated some of their power to their creatures for the purpose of protecting their rights.**

The people created constitutional republics via the founding documents called constitutions. "*All that government does and provides legitimately is in pursuit of its duty to provide protection for private rights.*"
(***Wynhammer v. People*, 13 N.Y. 378.)**

"Sovereignty itself is, of course not subject to laws for it is the author and source of law; but in our system, while sovereign powers are delegated to the agencies of government, *sovereignty itself remains with the people, by whom and for whom all government exists and acts*. And the law is the definition and limitation of power." **(*Yick Wo v. Hopkins*, 118 U.S. 356 (1886)** "...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are *sovereigns without subjects* - with none to govern but themselves ..."

**(*Chisholm v. Georgia*, 2 Dall 419 (1793).** (emphasis added).
President James Monroe, in his Second Inaugural Address, March 5, 1821 stated: "...a government which is founded by the people, who possess exclusively the sovereignty..."

"In this great nation there is but one order, that of the people, whose power, by a peculiarly happy improvement of the representative principle, is transferred from them, without impairing in the slightest degree their sovereignty, to bodies of their own creation, and to persons elected by themselves, in the full extent necessary for all the purposes of free, enlightened and efficient government. The whole system is elective, the complete sovereignty being in the people, and every officer in every department deriving his authority from and being responsible to them for his conduct."

In Europe, the Executive is almost synonymous with the Sovereign power of a State; ...

Such is the condition of power in that quarter of the world, where it is too commonly acquired by force, or fraud, or both, and seldom by compact. In America, however, the case is widely different. Our government is founded upon compact. Sovereignty was, and is, in the people. ***The Betsey*, 3 U.S. 6, 13 (1794).**

[T]hen the people, in their collective and national capacity, established the present Constitution. It is remarkable that in establishing it, the people exercised their own rights, and their own proper sovereignty, and conscious of the plenitude of it, they declared with becoming dignity, 'We the people of the United States, do ordain and establish this Constitution.' Here we see the people acting as sovereigns of the whole country; and in the language of sovereignty, establishing a Constitution by which it was their will, that the State Governments should be bound, and to which the State Constitutions should be made to conform. ...

If then it be true, that the sovereignty of the nation is in the people of the nation, and the residuary sovereignty of each State in the people of each State, it may be useful to compare these sovereignties with those in Europe, ...

It will be sufficient to observe briefly, that the sovereignties in Europe, and particularly in England, exist on feudal principles. That system considers the Prince as the sovereign, and the people as his subjects; ...The same feudal ideas run through all their jurisprudence, and constantly remind us of the distinction between the Prince and the subject. No such ideas obtain here; at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects (unless the African slaves among us may be so called) and have none to govern but themselves; the citizens of America are equal as fellow citizens, and as joint tenants in the sovereignty.

From the differences existing between feudal sovereignties and Governments founded on compacts, it necessarily follows that their respective prerogatives must differ. Sovereignty is the right to govern; a nation or State-sovereign is the person or persons in whom that resides. In Europe the sovereignty is generally ascribed to the Prince; here it rests with the people; there, the sovereign actually administers the Government; here, never in a single instance; our Governors are the agents of the people, and at most stand in the same relation to their sovereign, in which regents in Europe stand to their sovereigns. Their Princes have personal powers,

dignities, and pre-eminences, our rulers have none but official; nor do they partake in the sovereignty otherwise, or in any other capacity, than as private citizens. ***Chisholm v. Georgia*, 2 U.S. 419, 470, 471, 472 (1793).**

These references clearly show the right to dispose of real estate, by will in *England,* previous to the statute of *Henry* the eighth. And it is worthy of remark, that while this right continued, the tenure by which lands were held in *England* was allodial; the precise tenure by which they are held here.

All tenures of land granted by the people of this state, &c. shall be and remain allodial and not feudal. (1 *R. L.* 71.)

*Allodium,* as defined by *Blackstone,* is the land possessed by a man in his own right, without owing any rent or service to any superior. (2 *Bl. Com.* 104.)
The absolute rights of each individual are the right of personal security, the right of personal liberty, and the right of private property. (3 *Bl. Com.* 119.)

It is the last, that of private property, which has been invaded by the exception in the statute concerning wills.

The very definition of municipal law limits the power of the legislature to commanding what is right, and prohibiting what is wrong.

If the legislature can restrain us as it respects our charitable donations, they may also compel us to make them; for whatever is a subject of legislation may be commanded as well as prohibited.

And if the legislature can declare a devise to the *Orphan Asylum* invalid, they may, upon the same principle, make us pay tithes of all we possess.
This is a free representative government; and one of the prominent features by which it is distinguished from a despotic one is, the preservation and protection of individual right; for it can make no difference with the citizen what the form of government is that oppresses him, and deprives him of his right; whether it consists of one tyrant or 160, if his suffering and deprivation are the same. It is difficult to conceive on what principle men elected by the people for public purposes, can limit and restrain individuals in the exercise of their legitimate rights.

If individuals give up any part of their rights by becoming members of society, it is that they may obtain protection for such as remain; and on the same principle that allegiance is demanded by the government, protection is claimed by the citizen; and if not granted, the original compact is broken.

If courts of justice have occasion to advert to first principles, the object should be the protection of individual right; and not to confirm legislative usurpation. And in a government founded on principle, it is the duty of the judiciary department to decide in favor of individual right, when it is required to be done, on fundamental principles, though it should be to declare invalid an act of the legislature. **The contest which ended in the separation of these *United States* from *Great Britain,* was a contest for individual right, intended to be secured by the constitution of the *United States*.** But of what avail is it, **that no law shall be passed impairing the obligation of a contract**, or that private property shall not be taken for public use, without a just compensation, if the paramount right to dispose of our property by will is denied us? ***McCartee v. Orphan Asylum Soc.*, 9 Cow. 437, (1827).** (emphasis added).

The people of this state, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the king by his prerogative. ***Lansing v. Smith*, 4 Wend. 9, 20 (1829). Gaines v. Buford, Judge Nicholas:**
The patentee having held the title free from any such condition at the time of the adoption of the federal constitution, no act of either government, or of both of them combined, could, thereafter, super add that, or any other new term, to the contract growing out of the patent, without the assent of the patentee. The federal constitution, at its adoption, clothed the contract with an inviolable sanctity that could not be infringed by any legislation of either of the states, or by any compact thereafter entered into between them. For nothing can be better settled by authority than that an executed contract, such as a grant, comes as fully within the constitutional protection, as any executory contract, and that it makes no difference that a state is one of the parties to the contract. **Judge Nicholas,** in ***Gaines v. Buford*, 1 Dana 481, 31 Ky. 481 (1833).** (emphasis added)

# NOTES/COMMENTS

#1 1339

# STEPS TO YOUR LAND PATENT

1. Get a copy of your Meets and Bounds (Township, Range, & Section) also where your land is located within the section, from your own file on your purchase or the title company. Call the BLM office with the information from #1. (Do not use the subdivision or tax id # for this identification purposes.)

2. Order from THE BLM (AGENT) 3 certified copies containing the following:
   - Certified embossed on the front.
   - Ask BLM to make sure the title and Patent number is clearly legible.
   - If not clear ask BLM to write in and certify the number
   - The reverse side should be ink certified also.

3. When you receive the paperwork, check and verify the patent and see, if the Township, Range & Section are the same as your description. (very important).

4. Go to the county recorder office that recorded your purchase. Ask for the history of your chain of title starting with the person from whom you purchased your land.
   Do not say "Land Patent" – ask for the history of your chain of title. You may have to do the research yourself. Or you may choose to have a title company do this for you.

5. Start with your research page set up in this manner:
   - Far left in the first column the name the Seller, in the center column, name the buyer, In the 3rd column is the date of sale.
   - You will list every sale / assignment seller and the buyer back through to the original land patent.
   - Leave a space between each line.

6. Every copy of sale / assignment must be certified going back to the Land Patent.
7. This is your chain of title- step up with the land purchase on the top, with each certified copy of sale / assignment in order of succession going toward the back to your land patent which will be on the bottom.
8. The cost will be in the certification- usually about $???? For the first page and about $???? for additional pages.

9. When all the certified copies are completed, make two (2) photocopies of the entire file. Theses copies do not have to be certified.

10. Set up the Notice of Certificate of Acceptance and Declaration of Land Patent. This can be about 3 or 4 pages.

11. Sign this in the presence of three (3) witnesses; have them sign as witnesses to your signature. (This is stronger than Notary Public.)

12. This is your proof, by way of the Chain of title that connects your right in the land, to the said patent.

13. The purpose of this certification is in case of a challenge. Anyone who would bring a challenge must discredit every single document and those who certified it, and the documents themselves. This is the best insurance you can have. This is to be posted in a public place such as a public library or the courthouse for 60 days.

14. Create an AFIDAVITT OF FACT with and have your photograph taken while you post your document on the board. Put time and date that you put up the document and when you left.

> Then have your witness creates a statement of AFIDAVITT of FACT, I, (Their names) being over 18 yrs of age went to the (location name) for the purpose of witnessing the posting of (your name) Land PATENT DOCUMENTS on this date & time. This document is called the AFIDAVITT OF FACT. It states the time, place and date and who did the posting and where.

15. On the 61st day remove the documents and you have your Land Patent established.

16. Now take your original Land Patent Documents to your county recorders office and have your documents recorded. Do not have them registered, only recorded, changes to these recommendations: If you are patenting as a sovereign- use three (3) witnesses instead of a notary. Place the documents on the counter, tell the clerk to record them, and do not touch them again - they are now recorded even if there is no recording number affixed - it is now history!

issue errors

Put it in the paper

Fee simple Land Patent

**NOTES/COMMENTS**

posted documents (all copies Not originals)

1st - Notice of, Certificate of Acceptance & Declaration of Patent
- Autographed in the presence of 3 witnesses

2nd - My Warranty deed - to prove that it is my land

3rd - Summary of Chain of title

4th - Personal Notice

5th The Land Patent itself

At time of posting create an affadavitt of fact (see #14 on the previous page

The united states of America, and in The Republic state of Oregon

Ron Gibson
c/o PO Box XXX
Rogue River, Oregon. Republic, usA
NON-DOMESTIC

NOTICE OF,

CERTIFICATE OF ACCEPTANCE OF DECLARATION OF LAND PATENT,

LAND PATENT # 1103. Dated, AUGUST 20 1866. (SEE ATTACHED),

KNOW ALL YE MEN AND WOMEN BY THESE PRESENT.

1. That I, Ron Gibson, do hereby certify and declares that I am an "Assignee" in the LAND PATENT named and numbered above; that I have brought up said Land Patent In my name as it pertains to the land described below. The character of said land so claimed by the patent, and legally described and referenced under the Patent Number Listed above is; Township 37,S. , Range 1 W, Southeast Quarter of Section 9 , Willamette Meridian , Oregon , containing three hundred twenty acres. (SEE ATTACHED).

2. That I, Ron Gibson, is domiciled at PO, Box xxx, Rogue River, Oregon Republic, usA NON-DOMESTIC. Unless otherwise stated, I have individual knowledge of matters contained in this Certification of Acceptance of Declaration of Patent. I am fully competent to testify with respect to these matters.

3. I, Ron Gibson, am an Assignee at Law and a bona fide subsequent purchaser by contract, of certain legally described portion of LAND PATENT under the original, certified LAND PATENT # 1103, Dated August 20, 1866, which is duly authorized to be executed in pursuance of the supremacy of treaty law, citation and Constitutional Mandate, herein referenced, whereupon a duly authenticated true and correct lawful description, together with all hereditament , tenements , pre-emptive rights appurtenant thereto, the lawful and valuable consideration which is appended hereto, and made a part of this NOTICE OF CERTIFICATE OF ACCEPTANCE OF DECLARATION OF LAND PATENT.( SEE ATTACHED).

4. No claim is made herein that I have been assigned the entire tract of land as described in the original patent. My assignment is inclusive of only the attached lawful description. The filing of this NOTICE OF CERTIFICATE OF ACCEPTANCE AND DECLARATION OF LAND PATENT shall not deny or infringe on any right, privilege, or Immunity of any other Heir or Assigns to any other portion of land covered in the above described Patent Number 1103. (SEE ATTACHED).

5. If this duly certified LAND PATENT is not challenged by a lawfully qualified party having a claim, Lawful lien, debt, or other equitable interest on any in a court of law within sixty (60) days from the date of this filing this NOTICE, then the above described property shall become the Allodial Freehold of the Heir or Assignee to said Patent, the LAND PATENT shall be considered henceforth perfected in my name "Ron Gibson", and all future claims against this land shall be forever waived.

6. When a lawfully qualified Sovereign American individual has a claim to title and is challenged, the court of competent original and exclusive jurisdiction is the Common law Supreme Court (Article III). Any action against a patent by a corporate state or their Respective statutory, legislative units (i.e., courts ) would be an action at Law which is outside the venue and jurisdiction of these Article 1 courts. There is no Law issue contained herein which may be heard in any of the State courts (Article 1 ), nor can any court of Equity/Admiralty/Military set aside, annul, or correct a LAND PATENT.

7. Therefore, said land remains unencumbered, free and clear, and without liens or lawfully attached in any way, and is hereby declared to be private land and private property, not subject to any commercial forums (e. g. U C C ) whatsoever.

8. A common Law courtesy of sixty (60) days is stipulated for any challenges hereto, otherwise, laches or estoppel shall forever bar the same against said ALLODIAL freehold estate; assessment lien theory to the contrary, notwithstanding. Therefore, said declaration, after (60) days from date, if no challenges are brought forth and upheld, perfects this ALLODIAL TITLE the name / names forever.

JURISDICTION

THE REPCIPIENT HERETO IS MANDATED by Article IV Sec. 3, Clause 2, Article VI, Sec.2 & 3, the 9th and 10th Amendments with reference to the 7th Amendment, enforced under Article III, Sec. 3, clause 1, of the Constitution for the United States of America.

PERJURY JURAT

Pursuant to Title 28 USC sec. 1746 (1) and executed "without the United States", I affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my belief and informed knowledge . And further deponent saith not. I now affix my signature of the above affirmations with EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE to any of those rights pursuant to U.C.C. – 1 - 308 and U.C.C.- 1- 103.6 .

Respectfully

(SIGNATURE HERE)

TYPE YOUR NAME HERE

Witnessed by_____ Date as of_____ 201?

Witnessed by_____

Witnessed by_____

[redacted]

Jackson County Official Records 2011-038226
R-QCD 12/09/2011 11:07:32 AM
Cnt=1 ALCN20KM
$10.00 $10.00 $5.00 $11.00 $13.00 $3.00 Total:$54.00

I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Christine Walker, County Clerk

Recording requested by: Ron Gibson
When recorded, mail to:
Name: Ron Gibson
Address: [redacted]
City/State/Zip: [redacted]

Space above reserved for use by Recorder's Office
Document prepared by:
Name: [redacted]
Address: [redacted]
City/State/Zip: Medford, OR 97504

Property Tax Parcel/Account Number: 371W09CD TL 1700 / 1-074565-0

# Quitclaim Deed

This Quitclaim Deed is made on December 5, 2011, between [redacted], Grantor, of [redacted], City of Medford, State of Oregon, and Ron Gibson, Grantee, of [redacted], City of Medford, State of Oregon.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located [redacted], City of Medford, State of Oregon:

371W09CD TL 1700/ 1-074565-0

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any. Taxes for the tax year of 2011 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

★NOVA Quitclaim Deed 4-1-07 ET

Lot 62, Block 1, TABLE ROCK VIEW ESTATES, UNIT NO. 5, in the City of Medford, Jackson County, Oregon, according to the Official Plat thereof, recorded in Volume 15, Page 67, Plat Records.

Dated: December 5, 2011

[redacted]

Signature of Grantor

[redacted]

Name of Grantor

[redacted]

Printed Name of Witness #1

Signature of Witness #2

ROBERT J. BARNES

Printed Name of Witness #2

State of Oregon County of Jackson

On 12/5/2011, the Grantor. Curt Reed

personally came before me and, being duly sworn, did state and prove that he/she is the person described in the above document and that he/she signed the above document in my presence.

Notary Signature

OFFICIAL SEAL
HEELY N BROUILLETTE
NOTARY PUBLIC-OREGON
COMMISSION NO. 457730
MY COMMISSION EXPIRES APRIL 14, 2015

Notary Public,

In and for the County of Jackson State of Oregon

My commission expires: April 14, 2015 Seal

Send all tax statements to Grantee.

NO/AG/...LL Doc Pg2 10-07

2

## SUMMARY OF CHAIN OF TITLE

| | | | |
|---|---|---|---|
| USA-Patent # 1535 | to | Julius Kellogg | May 20, 1862 |
| Julius Kellogg | to | W. I. DowellJ | June 22, 1892 |
| W.I Dow | to | G.H and Ola Carner | June 3, 1909 |
| G.H. and Ola Carner | to | Rochester B. Slaughter | June 3, 1914 |
| Rochester Slaughter | to | Chicago Land Company | April 4, 1912 |
| Chicago Land Company | to | Grants Pass Irrigation | June 11, 1936 |
| Sherrifs Deed | to | Josephine County | April 2, 1940 |
| Josephine County | to | Albert and Winnie Hartley | June 14, 1941 |
| Albert and Winnie Hartley | to | Robert and Mary Boyce | October 22, 1946 |
| Robert and Mary Boyce to | to | Ray and Faye Hoagland | January 10, 1947 |
| Ray and Faye Hoagland | to | Clarence and Ilene Runkle | March 15, 1952 |
| Clarence and Ilene Runkle | to | Henry Fabian | March 29, 1956 |
| Henry Fabian | to | Evva Hudson | March 4, 1960 |
| Evva Hudson | to | Melvin and Marjorie Toothman | February 21, 1963 |
| Melvin and Marjorie Toothman | to | Malcom and Ella Roberts | February 21, 1963 |
| Malcom and Ella Roberts | to | Glenn and Sylvia Yadon | November 27,1964 |
| Glenn and Sylvia Yadon | to | Kenneth and Vera Peterson | November 27, 1964 |
| Kenneth and Vera Peterson | to | Kenneth Peterson | March 11, 1971 |
| Kenneth Peterson | to | Howard and Karen Toll | March 11, 1971 |
| Howard and Karen | to | Delbert and Elton Gunter | December 12, 1974 |
| Delbert and Elton Gunter | to | James and Wanda Evans | April 28, 1980 |
| James and Wanda Evens | to | Wanda Evans | April 29, 1987 |

| | | | |
|---|---|---|---|
| Wanda Evans | to | William Tucker | January 21, 1994 |
| William Tucker | to | Barbara Bachmann | April 4, 1996 |
| Barbara Bachmann | to | Steve and Simone Nipps | September 22, 1998 |
| Steve and Simone Nipps | to | Steve and Simone Nipps | November 8, 2004 |
| Steve and Simone Nipps | to | Ron Gibson | June 9, 2011 |

## NOTICE

This Notice is to inform any person who has lawful standing to view this file and who wishes to review the complete file on record may do so by requesting an appointment with
Ron Gibson.
Phone: 541 xxx - xxxx,
Address: PO BOX xxx Rogue River, Oregon.
E-mail:

Notice# 1
I, Ron Gibson will set the time, date and place for the review of my documents, no exceptions!

Notice# 2
I, Ron Gibson have the summary of the chain of title included in this file.

Notice #3
This document has a total of ? pages.

## NOTICE:

Failure of any lawful party claiming an interest to bring forward a lawful challenge to this Certificate of Acceptance of Declaration of Land Patent and the benefit of Original Land Grant/Patent, as stipulated herein, will be lached and estoppel to any and all parties claiming an interest forever.

Failure to make a lawful claim, as indicated herein, within sixty (60) calendar days of this notice, will forever bar any claimant from any claim against my/our allodial patent estate as described herein and will be a Final Judgment.

(DUPLICATE OF PATENTEE.)

Oregon.

PATENT NUMBER 41383

# The United States of America.

To all to whom these presents shall come, Greeting:

Roseburg 01374.

WHEREAS, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Roseburg, Oregon, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of [illegible] has been established and duly consummated, in conformity to law, for the east half of the northeast quarter and the west half of the west half of northeast quarter of Section twelve in Township thirty-seven south of Range eight west of the Willamette Meridian, Oregon, containing one hundred twenty acres,

according to the official plat of the survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General.

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said John R. Ronaffel

the tract of land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said John R. Ronaffel

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

(SEAL) GIVEN under my hand, at the City of Washington, the twenty-seventh day of June, in the year of our Lord one thousand nine hundred and ten, and of the Independence of the United States the one hundred and thirty-fourth.

By the President: Wm. H. Taft

By M. P. LeRoy, Secretary,

Recorder of the General Land Office.

# NOTES/COMMENTS

# PATENTS ENTITLED TO RECORDING

ORS 93.680 Patents, judgments and official grants; record ability; evidence.

1. The following are entitled to be recorded in the record of deeds of the county in which the lands lie, in like manner and with like effect as conveyances of land duly acknowledged, proved or certified:

a) The patents from the United States or of this state for lands within this state.

b) Judgments of courts in this state requiring the execution of a conveyance of real estate within this state.

c) Approved lists of lands granted to this state, or to corporations in this state.

d) Conveyances executed by any officer of this state by authority of law, of lands within this state.

2. The record of any such patent, judgment, approved lists or deeds recorded, or a transcript thereof certified by the county clerk in whose office it is recorded, may be read in evidence in any court in this state, with like effect as the original. [Amended by 1979 c.284 §93]

Failure to do so will result in further charges under the **Tweel and Carmine doctrines** for fraud and estoppel to prevent you from engagement in future commerce.

**Federal Statute;**

To wit: Requirement to Record, **Title 18 USC sec. 2071**

**Biffle v. Morton Rubber Industries Inc., 785 S.W.2d 143,144, Tex. (1990).**

"An instrument is deemed in law filed at the time it is delivered to the clerk. Regardless of whether the instrument is file marked."

The minute any document(s) are received, it/they is recorded. Refusal to record documents once deposited with the county recorder is considered criminal in accordance with **Title 18 USC § 2071**, and is punishable by fines and imprisonment without regard to third party intervention and where consent to third party intervention is refused by the party recording the document.
**Title 18 USC-Crimes and Criminal Procedure**

**Part I Crimes**
**Chapter 101-Records and Reports**

Section 2071 – Concealment, removal, or mutilation generally

(a) Whoever willfully and unlawfully conceals, removes, mutilates. obliterates, or destroys, or attempts to do so, or with intent to do so takes and carries away any record, proceeding, map, book, paper, document, or other thing's filed or deposited with any clerk or officer of any court of the United States, or in any public office, or with any Judicial or public officer of the United States, shall be fined under this title or imprisoned not more than three years, or both.

(b) Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, willfully and unlawfully conceals, removes, Mutilates, obliterates, falsifies or destroys the same shall be fined under this title or imprisoned not more than three years, or both; and shall forfeit his office and be disqualified from holding any office under the United States, As used in this subsection, the term "office" does not include the office held by any person as a retired officer of the Armed Forces of the United States.

**Revised Statutes of The United States, 1st session, 43 Congress 1873**

**1874. Title LXXr-CRIMES.--- CH. 4. CRIMES AGAINST JUSTICE.**

**LAW REQUIRING RECORDATION OF TITLE**

**Title 18 USC chapter 47 § 1021**

Whoever, being an officer or other person authorized by any law of the United States to record a conveyance of real property or any other instrument which by such law may be recorded, knowingly certifies falsely that such conveyance or instrument has or has not been recorded, shall be fined under this title or imprisoned not more than five years, or both.

**TITLE 18 § 241. Conspiracy Against Rights**

**If two or more persons conspire to injure, oppress,** threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or if two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured - they shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.

**TITLE 18 § 242.**

**Deprivation of rights under color of law** whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

## SEC. 5403. Destroying Public Records

Every person who willfully destroys or attempts to destroy, or, with intent to steal or destroy, takes and carries away any record, paper, or proceeding of a court of justice, filed or deposited with any clerk or officer of such court, or any paper, or document, or record filed or deposited in any public office, or with any judicial or public officer, shall, without reference to the value of the record, paper, document, or proceeding so taken, pay a fine of not more than two thousand dollars, or suffer imprisonment, at hard labor, not more than three years, or both: **[See§ 5408, 5411, 5412.1]**

## SEC. 5407. Conspiracy To Defeat Enforcement Of The Laws

If two or more persons in any State or Territory conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws, each of such persons shall be punished by a fine of not less than five hundred nor more than five thousand dollars, or by imprisonment, with or without hard labor, not less than six months nor more than six years, or by both such fine and imprisonment. See: **§ 1977-1991, 2004-2010, 5506-5510.1**

## SEC. 5408. Destroying Record By Officer In Charge

Every officer, having the custody of any record, document, paper, or proceeding specified in section fifty-four hundred and three, who fraudulently takes away, or withdraws, or destroys any such record, document, paper, or proceeding filed in his office or deposited with him or in his custody, shall pay a fine of not more than two thousand dollars, or suffer imprisonment at hard labor not more than three years, or both, and shall, moreover, forfeit his office and be forever afterward disqualified from holding any office under the Government of the United States.

The Oath of office is a quid pro quo contract (**U.S. Const. Art. 6, Clauses 2 and 3,**)
**Davis v. Lawyers Surety Corporation., 459 S.W. 2nd. 655, 657., Tex. Civ. App.)** In which clerks, officials, or officers of the government pledge to perform (Support and uphold the United States and State Constitutions) in return for substance (wages, perks, benefits). Proponents are subjected to the penalties and remedies for Breach of Contract, conspiracy under **Title 28 U.S.C., Sections 241, 242.,** treason under the Constitution at Article 3, Section 3., and intrinsic fraud as per **Auerbach v. Samuels. 10 Utah 2nd. 152, 349 P. 200. 1112, 1114;**
**Alleghany Corp v. Kirby., D.C.N.Y. 218 F. Supp. 164, 183;** and
**Keeton Packing Co. v. State, 437 S.W. 20, 28.**

# NOTES/COMMENTS

# LAND PLEDGE IS UNLAWFUL

Under the 14th amendment and numerous Supreme Court precedents, as well as in equity, Private property cannot be taken or pledged for public use without just compensation, or due process of law.

The United States cannot pledge or risk the property and/or wealth of its private citizens, for any government purpose, without legally providing them remedy to recover what is due them on their risk. This principle is so well established in English common law and in the history of American jurisprudence. The 14th amendment provides: "no person shall be deprived of...property without due process of law".

The Courts have long ruled to have one's property legally held as collateral or surety for a debt, even when he still owns it and still has it, is to deprive him of it since it is at risk and could be lost for the debt at any time. The United States Supreme Court said, in
**United States v. Russell, 13 Wall, 623, 627**: "Private property, the Constitution provides, shall not be taken for public use without just compensation."

"The right of subrogation is not founded on contract. It is a creature of equity; is enforced solely for the purpose of accomplishing the ends of substantial justice; and is independent of any contractual relations between the parties."
**Memphis & L. R. R. Co. v. Dow, 120 US 287, 301-302 (1887).**

The rights of a surety to recovery on his risk or loss when standing for the debts of another was reaffirmed again as late as 1962 in
**Pearlman v. Reliance Ins. Co., 371 US 132**, when the Court said: "... sureties compelled to pay debts for their principal have been deemed entitled to reimbursement, even without a contractual promise "...And probably there are few doctrines better established... **Black's Law Dictionary, 5th edition**, defines "surety": "One who undertakes to pay or to do any other act in event that his principal fails therein. Everyone who incurs a liability in person or estate for the benefit of another, without sharing in the consideration, stands in the position of a surety."

Constitutionally, and in the laws of equity, the United States could not borrow or pledge the property and wealth of its private citizens, put at risk as collateral for its currency and credit, without legally providing them equitable remedy for recovery of what is due them.

The United States government, of course, did not violate the law or the Constitution in this way in order to collateralize its financial reorganization, but did, in fact, provide such a legal remedy so that it has been able to continue on since 1933 to hypothecate the private wealth and assets of those classes of persons by whom it is owned, at risk backing the government's obligations and currency, by their implied consent, through the government having provided such remedy, as deemed and codified above, for recovery of what is due them on their assets and wealth at risk.

The provisions for this are found in the same act of "Public Policy" **HJR-192, public law 73-10** that suspended the gold standard, abrogated the right to demand payment in gold, and made Federal Reserve notes for the first time legal tender, "backed by the substance or "credit" of the nation".

All US currency since that time is only credit against the real property, wealth and assets belonging to the private sovereign American people, taken and/or 'pledged' by THE UNITED STATES to its secondary creditors as security for its obligations. Consequently, those backing the nation's credit and currency could not recover what was due them by anything drawn on Federal Reserve notes without expanding their risk and obligation to themselves. Any recovery payments backed by this currency would only increase the public debt its citizens were collateral for, which an equitable remedy was intended to reduce, and in equity would not satisfy anything. And there was, and is still, no longer actual money of substance to pay anybody.

There are other serious limitations on our present system. Since the institution of these events, for practical purposes of commercial exchange, there has been no actual money in circulation by which debt owed from one party to another can actually be repaid. Federal Reserve Notes, although made legal tender for all debts public and private in the reorganization, can only discharge a debt.

Debt must be "paid" with value or substance (i.e. gold, silver, barter, labor, or a commodity). For this reason **HJR-192 (1933),** which established the "public policy" of our current monetary system, repeatedly uses the technical term of "discharge" in conjunction with "payment" in laying out public policy for the new system.

This is a statutory remedy for equity Interest recovery due the principles and sureties of the United States for discharge of lawful debts in commerce In conjunction with US obligations to that portion of the public debt it is intended to reduce.

During the financial crisis of the depression in 1933, gold, silver and real money were removed as a foundation for our financial system. In its place the substance of the American citizenry: their real property, wealth, assets and productivity that belongs to them was, in effect, 'pledged' by the government and placed at risk as the collateral for US debt, credit and currency for commerce to function.

## EMINENT DOMAIN

"So great moreover, is the regard of the law for private property, that it will not authorize the least violation of it; no, not even for the general good of the whole community. If a new road, for instance, were to be made through the grounds of a private person, it might perhaps be extensively beneficial to the public; but the law permits no man, or set of men to do this without consent of the owner of the land. Besides, the public good is in nothing more essentially interested, than in the protection of every individual's private rights..."

**Blackstone Commentaries, 2:138-9**

# NOTES/COMMENTS

# FEDERAL JURISDICTION

**United States v. Bevans 16 US (3Wheat.) 366 (1818)**
Court established a principle that federal jurisdiction extends only over the areas wherein it possesses the power of exclusive legislation, and this is a principle incorporated into all subsequent decisions regarding the extent of federal jurisdiction. To hold otherwise would destroy the purpose, intent and meaning of the entire U.S. Constitution.

The Supreme Court confirmed the purpose for acquiring land within the States was limited to defense:
"Special provision is made in the Constitution for the cession of jurisdiction from the States over places where the federal government shall establish forts or other military works. And it is only in these places, or in the territories of the United States, where it can exercise a general jurisdiction."
**New Orleans v. United States, 35 US (10 Pet.) 662,737 (1836)**

Municipal, county or state courts lack jurisdiction to hear any case under the definition of FOREIGN STATE. Said jurisdiction lies with the "district court of the United Sates," **Tile 28 USC Sec. 610** established by congress the states under **Article III of the Constitution**, which are "constitutional courts" and has created under **Article IV, Section3, Clause 2,** "legislative" courts. **Hornbuckle v. Toombs, 85 US 648, 21, L. Ed. 966 (1873).**

See: **Title 28 USC Rule 1101, exclusively under FSIA Statutes pursuant to Title 28 USC Sec. 1330.**

**There is a separation of powers. Judicial courts cannot enforce statutes. Only legislative courts can enforce statutes.**

# NOTES/COMMENTS

# TREATIES ARE INTERNATIONAL LAW

1. A treaty is a compact made between two or more independent nations with a view to the public welfare treaties are for perpetuity, or for a considerable time. Those matters, which are accomplished by a single act, and are at once perfected in their execution, are called agreements, conventions and actions.

2. On the part of the United States, treaties are made by the president, by and with the consent of the senate, provided two-thirds of the senators present concur. **Constitution Article II, § 2, Ln. 2.**

3. No state shall enter into any treaty, alliance or confederation; **Constitution Article I, §10, Ln. 1**; nor shall any state, without the consent of congress, enter into any agreement or compact with another state, or with a foreign power. ld. **Art.I**, see: **10, n. 2; 3 Story on the Const. §1395**.

4. A treaty is declared to be the supreme law of the land, and is therefore obligatory on courts; **1 Cranch, R. 103; 1 Wash. C. C. R. 322 1 Paine, 55**; whenever it operates of itself without the aid of a legislative provision; but when the terms of the stipulation import a contract, and either of the parties engages to perform a particular act, the treaty addresses itself to the political, not the judicial department, and the legislature must execute the contract before it can become a rule of the court. **2 Pet. S.C. Rep. 814**. Vide Story on the Constitution. **Index, h. t.; Serg. Constit. Law, Index, h. t.;**
**4 Hall's Law Journal, 461; 6 Wheat. 161: 3 Dall. 199; 1 Kent, Comm. 165, 284.**

5. Treaties are divided into personal and real. The personal relate exclusively to the persons of the contracting parties, such as family alliances, and treaties guarantying the throne to a particular sovereign and his family. As they relate to the persons they expire of course on the death of the sovereign or the extinction of his family. Real treaties relate solely to the subject matters of the convention, independently of the persons of the contracting parties, and continue to bind the state, although there may be changes in its constitution, or in the persons of its rulers. **Vattel, Law of Nations b. 2, c.12, 183-197.**" For the language within the definition you can see that a Treaty is the supreme law of the land. The language within the Treaty is sovereign and with sovereign language you acquire Allodial. Now lets look at the language of Allodial (Do you see the paper trail).

# NOTES/COMMENTS

# JURISDICTION IN LAW

There is a Maxim of Law I like to quote in instances like this. It goes like this: **"One only has authority over that which One creates."** Now, in most instances THE STATE did create SOMETHING. That something is called a FICTION, but it most certainly did not create the Living man, therefore has NO authority to enforce its private policy on the Living man, unless YOU VOLUNTEER to be subject to that authority.

The rules of THE STATE (a corporation) are NOT Law, but are only policy of the corporation, applicable to those over whom the corporation has authority, namely the employees and officers of the corporation, and no others. This is something that few people are aware of, but which all need to be aware of and remember.

# NOTES/COMMENTS

# TRESSPASS CASES

Michigan jurisprudence has never recognized immunity on behalf of a city, village, township, county or any administrative division thereof from liability for trespass on private property, whether the trespass be of long or short duration. **Herro v. Chippewa County Road Commissioners, 368 Mich 263, 272-273 (1962).**

The Fourth Amendment authorizes a person in plaintiff's position, as proprietor of a business, other than one pervasively regulated, such as trafficking in alcoholic liquors, **Colonnade Catering Corp v. United States, 397 US 72; 90 S Ct 774; 25 L Ed 2d 60 (1970),** or firearms, **United States v. Biswell, 406 US 311; 92 S Ct 1593; 32 L Ed 2d 87 (1972),** to bar governmental agents, including inspectors carrying out police power functions to protect public health and safety, from his property, **Camara v. Municipal Court of the City and County of San Francisco, 387 US 523; 87 S Ct 1727; 18 L Ed 2d 930 (1967); See v. City of Seattle, 387 US 541; 87 S Ct 1737; 18 L Ed 2d 305 (1978); Donovan v. Dewey, 452 US 549; 101 S Ct 2534; 69 L Ed 2d 262 (1981).**

Common law and constitutional principles of governmental or sovereign immunity have never permitted government agents to commit trespasses in violation of property rights.
**Little v. Barreme, 2 Cranch 6 US 170; 2 L Ed 243 (1804); Wise v. Withers, 3 Cranch 7 US 331; 2 L Ed 457 (1806); Osborn v. Bank of United States, 9 Wheat 22 US 738; 6 L Ed 204 (1824); Mitchell v. Harmony, 13 How 54 US 115; 14 L Ed 75 (1852); Bates v. Clark, 95 US 204; 24 L Ed 471 (1877).**

Under the Federal Tort Claims Act similarly, federal law enforcement officers who generally enjoy absolute immunity from tort liability may nonetheless be held liable for damages for the tort of trespass. **Black v. Sheraton Corp of America, 184 US App DC 46, 564 F2d 531, 541 (1977).** Accordingly, plaintiff's complaint facially pleads a viable cause of action for trespass as a constitutional tort. **Smith v. Department of Public Health, 428 Mich 540 (1987).**

This Court retains no further jurisdiction.

# NOTES/COMMENTS

# OVER 180 YEARS OF UNANIMOUS U.S. SUPREME COURT CASES SPEAKS FOR THEMSELVES

**FRIENDS OF MARTIN'S BEACH v. MARTIN'S BEACH LLC, CASE NO. CIV517634 SEPTEMBER 20, 2013.** Plaintiffs attempt to argue it is entitled to access Martins private property based on the application of the public trust doctrine must likewise fail and Martins is entitled to summary judgment on Plaintiff's fourth cause of action as a matter of law. As with Plaintiff's argument under the California Constitution, United States Supreme Court authority defeats Plaintiff's public trust theory. It is undisputed that Martins' predecessor-in-interest had his interest in the Property confirmed without any mention of a public trust easement in federal patent proceedings under the Act of 1851. Therefore, as a matter of law, a public trust easement *cannot* be asserted over Martins' Property under the holding of the U.S. Supreme Court in **Summa Corp. v. California (1984) 466 US 198, 202.**

**WRIGHT v. MATTISON 18 HOW (1856) (9-0)** - The courts have concurred, it is believed, without an exception, in defining "color of title" to be that which in appearance is title, but which in reality is no title. Yet a claim asserted under the provisions of such a deed is strictly acclaim under color of title, hence, color of title, even under a void and worthless deed, has always been received as evidence that the person in possession claims adversely to all the world. Color of title may be made through conveyances, or bonds, or contracts, or bare possession under parol agreements. We can entertain no doubt in this case that the auditor's deed to the purchaser at the tax sale is color of title in Woodward, in the true intent and meaning of the Statute, and without regard to its intrinsic worth as a title.

**STONE v. UNITED STATES 69 US (1865) (10-0)** - A patent is the highest evidence of title, and is conclusive as against the government, and all claiming under junior patents or titles, until it is set aside or annulled by some judicial tribunal. The patent is but evidence of a grant, and the officer who issues it acts magisterially and not judicially.

**SANFORD v. SANFORD 139 US (1891) (9-0)** - In ejectment the question always is who has the legal title for the demanded premises, not who ought to have it. In such cases the patent of the government issued upon the direction of the land department is unassailable. A Court of equity has jurisdiction in such a case to compel the transfer to the plaintiff of property which, but for such fraud and misrepresentation, would have been awarded to him, and of which he was thereby wrongfully deprived.

**CHANDLER v. CALUMET & HECLA 149 US (1893) (7-0)** - It is well settled that the state could have impeached the title thus conveyed to the canal company only by a bill in chancery to cancel or annul it, either for fraud on the part of the grantee, or mistake or misconstruction of the law on the part of its officers in issuing the patent. But whether there is any technical estoppel, in the ordinary sense, or not, it cannot be maintained that the state can issue two patents, at different dates to different parties, for the same land, so as to convey by the second patent a title superior to that acquired under the first patent. Neither can the second patentee, under such circumstances, in an action at law, be heard to impeach the prior patent for any fraud committed by the grantee against the state, or any mistake committed by its officers acting within the scope of their authority and having jurisdiction to act and to execute the conveyance sought to be impeached. Neither the state nor its subsequent patentee is in a position to cancel or annul the title which it had authority to make, and which it had previously conveyed to the canal company.

**SARGEANT v. HERRICK 221 US 404 (1911)(9-0)** - It is apparent that the validity of the tax title depends upon the question whether the location of the warrant in 1857, without more, gave a right to a patent. Among the conditions upon compliance with which such a right depends, none has been deemed more essential than the payment of the purchase price, which, in this instance, could have been made in money or by a warrant like the one actually used.

**UNITED STATES v. CREEK NATION 295 US 103 (1935)(9-0)** - They were intended from their inception to effect a change of ownership and were consummated by the issue of patents, the most accredited type of conveyance known to our law.

**SUMMA CORP v. CALIFORNIA STATE EX REL. LANDS COM'N 466 US (1984)(8-0)** - The final decree of the Board, or any patent issued under the Act, was also a conclusive adjudication of the rights of the claimant as against the United States, but not against the interests of third parties with superior titles. Finally, in **UNITED STATES v. CORONADO BEACH CO. 255 US (1921)** The Court expressly rejected the Government's argument, holding that the patent proceedings were conclusive on this issue, and could not be collaterally attacked by the Government.

The necessary result of the Coronado Beach decision is that even "sovereign" claims such as those raised by the State of California in the present case must, like other claims, be asserted in the patent proceedings or be barred. These decisions control the outcome of this case. We hold that California cannot at this late date assert its public trust easement over petitioner's property, when petitioner's

predecessors-in-interest had their interest confirmed without any mention of such an easement in proceedings taken pursuant to the **Act of 1851**.

The interest claimed by California is one of such substantial magnitude that regardless of the fact that the claim is asserted by the State in its sovereign capacity, this interest, like the Indian claims made in **BARKER** and in **UNITED STATES v. TITLE INS. & TRUST CO.**, must have been presented in the patent proceeding or be barred.

# NOTES/COMMENTS

# HERE IS THE LAW

**CONSTRUCTIVE TRUST** defined: Trust created by operation of law against one who by actual or constructive fraud, by duress or by abuse of confidence, or by commission of wrong, or by any form of unconscionable conduct, or other questionable means, has obtained or holds legal right to property which he should not, in equity and good conscience, hold and enjoy. **Davis v. Howard, 19 Or. App. 310, 527 P.2d 422, 424.** A constructive trust is a relationship with respect to property subjecting the person by whom the title to the property is held to an equitable duty to convey it to another on the ground that his acquisition or retention of the property is wrongful and that he would be unjustly enriched if he were permitted to retain the property. **Restatement, Second, Trusts § lee. Black's Law Dictionary Sixth Edition (page 314, 315)**

**FORECLOSURE: "The law always gives a remedy"**
**Constructive Force**
**Constructive Fraud**

**Secretary of State** - The person in charge of the office "responsible" for receiving legal papers and documents that "are required to be publicly filed." "Real Property" (homes) in the 50 Union states are in "Trust" by "Trustee" the Secretary of State (Fiduciary Capacity) in respect to the trust and confidence involved in it and the scrupulous good faith and candor, which it requires. A person having duty, created by his undertaking, to act primarily for another's benefit in matters connected with such under taking.

**FILING OFFICER** defined: The person in charge of the office responsible for receiving legal papers and documents that are required to be publicly filed (e.g., office or department of Secretary of State in which a financing statement must be filed to perfect a security interest under the **Uniform Commercial Code. U.C.C. § 9-401. Black's Law Dictionary Sixth Edition (page 628)** The Secretary of State of each of the 50 Union states is the "Archivist" of legal titles of the "People" the "Beneficiaries" of said **Cestui Que Trust/Estate.**

**LEGAL** defined:
1. That which is according to law. It is used in opposition to equitable, as the legal estate is, in the trustee, the equitable estate in the Cestui Que Trust. **Vide Powell on Mortgage, Index, h.t.**

2. The party who has the legal title has alone the right to seek a remedy for a wrong to his estate, in a court of law, though he may have no beneficial interest in it. The equitable owner is he who has not the legal estate, but is entitled to the beneficial interest.
3. The person who holds the legal estate for the benefit of another is called a trustee; he, who has the beneficiary interest and does not hold the legal title, is called the beneficiary, or more technically, the Cestui Que Trust.
4. When the trustee has a claim, he must enforce his right in a court of equity, for he cannot sue anyone at law, in his own name; **1 East, 497; 8 T. R. 332; 1 Saund. 158, n. 1; 2 Bing. 20;** still less can he in such court sue his own trustee. **1 East, 497. A Law Dictionary Adapted To The Constitution and Laws of the United States of America and of the Several States of the American Union by John Bouvier Revised Sixth Edition, 1856**

**BREACH OF DUTY** defined:
In a general sense, any violation or omission of a legal or moral duty; more particularly, the neglect or failure to fulfill in a just and proper manner the duties of an office or fiduciary employment.

Every violation by a trustee of a duty which equity lays upon him, whether willful and fraudulent, or done through negligence or arising through mere oversight or forgetfulness, is a breach of duty. See: Non-support. **Black's Law Dictionary Sixth Edition (page 189)**

**BREACH OF TRUST WITH FRAUDULENT INTENT** defined: Larceny after trust. **State v. Owings, 205 S.C. 314, 31 S.E.2d 906, 907. Black's Law Dictionary Sixth Edition (page 189)**

# NOTES/COMMENTS

# TRUTHFUL FACTS PEOPLE SHOULD KNOW, BUT MOST DO NOT

1. The **IRS** is *not* a US government agency. It is an agency of the **IMF** (International Monetary Fund) **(Diversified Metal Products v. I.R.S et al. CV-93-405£-EJE U.S.D.C.D.I., Public Law 94-564, Senate report 94-1148 pg. 5967, Reorganization Plan No. 26, Public Law 102-391)**

2. The **IMF** (International Monetary Fund) is an agency of the **U.N. (Black's Law Dictionary 6th Ed. page 816)**

3. The United States has NOT had a Treasury since 1921 **(41 Stat. Ch 214 page 654)**

4. The U.S. Treasury is now the **IMF** (International Monetary Fund) **(Presidential Documents Volume 24-No. 4 page 113, 22 U.S.C. 285-2887)**

5. The United States does not have any employees because there is no longer a United States! No more reorganization, after over 200 years of bankruptcy it is finally over. **(Executive Order 12803)**

6. The **FCC, CIA, FBI, NASA** and all of the other alphabet gangs were never part of the U.S. government, even though the "U.S. Government" held stock in the agencies. **(US v. Strang, 254 US 491; Lewis v. US, 680 F.2nd, 1239)**

7. **Social Security Numbers** are issued by the **U.N.** through the **IMF** (International Monetary Fund). The application for a Social Security Number is the **SS5 Form.** The Department of the Treasury **(IMF)** issues the **SS5 forms** and not the Social Security Administration. The new **SS5 forms** do not state who publishes them while the old form states they are "Department of the Treasury". **(20 CFR (Council on Foreign Relations) Chap. 111 Subpart B. 422.103 (b))**

8. There are NO Judicial Courts in America and have not been since 1789. Judges do not enforce Statutes and Codes. Executive Administrators enforce Statutes and Codes. **(FRC v. GE 281 US 464; Keller v. PE 261 US 428, 1 Stat 138-178)**

9. There have NOT been any judges in America since 1789. There have just been administrators. **(FRC v. GE 281 US 464; Keller v. PE 261 US 428 1 Stat. 138-178)**

10. According to **GATT** (The General Agreement on Tariffs and Trade) you MUST have a Social Security number. **(House Report (1 03-826)**

11. New York City is defined in Federal Regulations as the United Nations. Rudolph Guiliani stated on C-Span that "New York City is the capital of the World." For once, he told the truth. **(20 CFR (Council on Foreign Relations) Chap. 111, subpart B 44.103 (b) (2) (2))**

12. Social Security is not insurance or a contract, nor is there a Trust Fund. **(Helvering v. Davis 301 US 619; Steward Co. v. Davis, 301 US 548)**

13. Your Social Security check comes directly from the **IMF** (International Monetary Fund), which is an agency of the United Nations. (It says "U.S. Department of Treasury" at the top left comer, which again is part of the **U.N.** as pointed out above)

14. You own NO property!!! Slaves can't own property. Read carefully the Deed to the property you think is yours. You are listed as a **TENANT. (Senate Document 43, 73rd Congress 1st Session)**

15. The most powerful court in America is NOT the United States Supreme court, but rather the Supreme Court of Pennsylvania. **(42 PA. C.S.A. 502)**

16. The King of England financially backed both sides of the American Revolutionary War. **(Treaty of Versailles-July 16, 1782 Treaty of Peace 8 Stat 80)**

17. You CANNOT use the U.S. Constitution to defend yourself because you are NOT a party to it! The U.S. Constitution applies to the CORPORATION OF THE UNITED STATES, a privately owned and operated corporation (headquartered out of Washington, DC) much like (International Business Machines, Microsoft, et al) and NOT to the people of the sovereign Republic of the united States of America. **(Padelford Fay & Co. v. The Mayor and Alderman of the City of Savannah 14 Georgia 438, 520)**

18. America is a British Colony. The United States is a corporation, not a land mass and it existed before the Revolutionary War and the British Troops did not leave until 1796 **(Republica v. Sweers 1 Dallas 43; Treaty of Commerce 8 Stat 116; Treaty of Peace 8 Stat 80; IRS Publication 6209; Articles of Association October 20, 1774)**

19. The Vatican owns Britain. **(Treaty of 1213)**

20. The Pope can abolish any law in the United States **(Elements of Ecclesiastical Law Vol. 1, 53-54)**

21. A **1040 Form** is for tribute aid to Britain **(IRS Publication 6209)**

22. The Pope claims to own the entire planet through the laws of conquest and discovery. **(Papal Bulls of 1495 & 1493)**

23. The Pope has ordered the genocide and enslavement of millions of people. **(Papal Bulls of 1455 & 1493)**

24. The Pope's laws are obligatory on everyone. **(Bened. XIV; De Syn. Dioec, lib, ix, c. vii, n. 4. Prati; 1844 Syllabus Prop 28, 29, 44)**

25. We are slaves and own absolutely nothing, NOT even what we think are our children. **(Tillman v. Roberts 108 So. 62; Van Koten v. Van Koten 154 N.E. 146; Senate Document 438 73rd Congress 1st Session; Wynehammer v. People 13 N.Y. REP 378, 481)**

26. Military, George Washington divided up the States (Estates) in to Districts **(Messages and papers of the Presidents Volume 1 page 99 1828 Dictionary of Estate)**

27. "The People" does NOT include you and me. **(Barron v. Mayor and City Council of Baltimore 32 US 243)**

28. It is NOT the duty of the police to protect you. Their job is to protect THE CORPORATION and arrest code breakers. **(SAPP v. Tallahassee, 348 So. 2nd. 363; Reiff v. City of Phila. 477 F. 1262; Lynch v. NC Dept. of Justice 376 S.E. 2nd. 247)**

29. Everything in the "United States" is up for sale: bridges, roads, water, schools, hospitals, prisons, airports, etc, etc ... Did anybody take time to check who bought Klamath Lake?? **(Executive Order 12803)**

30. "We are treated as human capital" **(Executive Order 13037)** the world cabal makes money off of the use of your signatures on mortgages, Car loans, credit cards, your social security number, etc.

31. The **U.N.**-United Nations- has financed the operations of the United States government (the corporation of THE UNITED STATES OF AMERICA) for over 140 years (U.S. Department of Treasury is part of the U.N. see above) and now

owns every man, woman and child in America. The **U.N.** claims to hold all of the land of America in Fee Simple.

**The good news is we don't have to fulfill "our" fictitious obligations. You can discharge a fictitious obligation with another's fictitious obligation.**

32. "Whoever...discloses, uses, or compels the disclosure of the social security number in violation of the laws of the United States; shall be guilty of a felony and upon conviction thereof shall be fined under Title 18 or imprisoned for not more than five years, or both."
**Title 42 U.S. Code section 408(a)(8)**

33. **DISCLOSURE OF SOCIAL SECURITY NUMBER:**
"It shall be unlawful for any Federal, State, or local government agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his social security account number."
**Title 5 U.S. CODE section 552(a)**

# NOTES/COMMENTS

# CHALLENGE JURISDICTION

Challenging jurisdiction is one of the best defenses you can make, because if you use the right argument it is almost impossible for you to loose!

If they attempt to tell you that you can't question their jurisdiction you can easily shut them up with these court rulings!

"Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action." **Melo v. US 505 F2d 1026.**

The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings." **Hagans v. Lavine. 415 US 533.**

Read: **US v. Lopez** and **Hagans v. Levine** both void because of lack of jurisdiction. In Lopez the circuit court called it right, and in Hagans it had to go to the Supreme court before it was called right, in both cases, void. Challenge jurisdiction and motion to dismiss, right off the bat. If you read the supreme Court cases you will find that jurisdiction can be challenged at any time and in the case of Lopez it was a jury trial which was declared void for want of jurisdiction. If it jurisdiction doesn't exist, it cannot justify conviction or judgment. ...without, which power (jurisdiction) the state CANNOT be said to be "sovereign." At best, to proceed would be in "excess" of jurisdiction which is as well fatal to the State's/USA's cause. **Broom v. Douglas. 75 Ala 268, 57 So 860** the same being jurisdictional facts FATAL to the government's cause **(e.g. see In re FNB, 152 F 64).**

A judgment rendered by a court without personal jurisdiction over the defendant is void. It is a nullity. [A judgment shown to be void for lack of personal service on the defendant is a nullity.] **Sramek v. Sramek, 17 Kan. App. 2d 573, 576-77, 840 P.2d 553 1992); rev. denied 252 Kan. 1093 (1993).**

A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well established law that a void order can be challenged in any court." **OLD WAYNE MDT. L. ASSOC. v. McDONOUGH, 204 US 8, 27 S. Ct. 236 (1907).**

"There is no discretion to ignore lack of jurisdiction." **Joyce v. US 474 2D 215.**

"Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." **Latana v. Hopper, 102 F. 2d 188; Chicago v. New York 37 FSupp. 150**

"The law provides that once State and Federal Jurisdiction has been challenged, it must be proven." **Main v. Thiboutot, 100 S. Ct. 2502 (1980)**

"Jurisdiction can be challenged at anytime." and "Jurisdiction, once challenged, cannot be assumed and must be decided." **Basso v. Utah Power & Light Co. 495 F 2d 906, 910.**

"Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal." **Hill Top Developers v. Holiday Pines Service Com. 478 So. 2d. 368 (Fla 2nd DCA 1985)**

"Once challenged, jurisdiction cannot be assumed, it must be proved to exist." **Stuck v. Medical Examiners 94 Ca 2d 751. 211 P2d 389.**

"There is no discretion to ignore that lack of jurisdiction." **Joyce v. US, 474 F2d 215.**

"The burden shifts to the court to prove jurisdiction." **Rosemond v. Lambert, 469 F2d 416.**

"A universal principle as old as the law is that proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." **Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732.**

"Jurisdiction is fundamental and a judgment rendered by a court that does not have jurisdiction to hear is void ab initio." **In Re-Application of Wyatt, 300 P. 132; Re: Cavitt. 118 P2d 846.**

"Thus, where a judicial tribunal has no jurisdiction of the subject matter on which it assumes to act, its proceedings are absolutely void in the fullest sense of the term." **Dillon v. Dillon. 187 P 27.**

"A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." **Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549,91 L. ed. 1666,67 S. Ct. 1409.**

"A departure by a court from those recognized and established requirements of law, however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction." **Wuest v. Wuest. 127 P2d 934, 937.**

"Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of juris." **Merritt v. Hunter. C.A. Kansas 170 F2d 739.**

"[T]he fact that the petitioner was released on a promise to appear before a magistrate for an arraignment, that fact is circumstance to be considered in determining whether in first instance there was a probable cause for the arrest." **Monroe v. Papa. DC. Ill. 1963, 221 F Supp 685.**

**Any and all courts jurisdiction must include subject matter and personal jurisdiction in order for jurisdiction to be valid!**

# NOTES/COMMENTS

# VEHICLE/TRAFFIC

"An action by Department of Motor Vehicles, whether directly or through a court sitting administratively as the hearing officer, must be clearly defined in the statute before it has subject matter jurisdiction, without such jurisdiction of the licensee, all acts of the agency, by its employees, agents, hearing officers, are null and void." **Doolan v. Carr, 125 US 618; City v. Pearson, 181 Cal. 640.**

"Agency, or party sitting for the agency, (which would be the magistrate of a municipal court) has no authority to enforce as to any licensee unless he is acting for compensation. Such an act is highly penal in nature, and should not be construed to include anything, which is not embraced within its terms. (Where) there is no charge within a complaint that the accused was employed for compensation to do the act complained of, or that the act constituted part of a contract."
**Schomig v. Kaiser, 189 Cal 596.**

"When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts in administering or enforcing statutes do not act judicially, but merely ministerial". **Thompson v. Smith, 154 SE 583.**

"A judge ceases to sit as a judicial officer because the governing principle of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments, and rationale for that of the agency. Additionally, courts are prohibited from substituting their judgment for that of the agency. Courts in administrative issues are prohibited from even listening to or hearing arguments, presentation, or rational."
**ASIS v. US, 568 F2d 284.**

"Ministerial officers are incompetent to receive grants of judicial power from the legislature, their acts in attempting to exercise such powers are necessarily nullities." **Burns v. Sup., Ct., SF, 140 Cal.1.**

The elementary doctrine that the constitutionality of a legislative act is

open to attack only by persons whose rights are affected thereby, applies to statute relating to administrative agencies, the validity of which may not be called into question in the absence of a showing of substantial harm, actual or impending, to a legally protected interest directly resulting from the enforcement of the statute."

**Board of Trade v. Olson, 262 US 1; 29 ALR 2d 105; HAZELATLAS GLASS CO. v. HARTFORD EMPIRE CO., 322 US 238 (1944)**

# NOTES/COMMENTS

# NOTES/COMMENTS

# NO COUNTY, CITY NOR MUNICIPALITIES HAVE JURISDICTION OVER PRIVATE PROPERTY!

## NOTICE AND CASES >> awarded $8 million for CODE ENFORCEMENTS OF ILLEGAL TRESPASS!

This Notice is to all Employees working for a PRIVATE CORPORATION. "Notice" these Landmark Supreme Court Rulings also inform us that all Private Corporations Codes, statutes, rules, ordinances & regulations DO NOT APPLY TO ANYONE, PERIOD, not just if one has a business.

See:

**Monterey v. Del Monte Dunes, 526 US 687 (1999)** – Plaintiff awarded $8 million for Code Enforcement's Illegal Trespass and restriction of his business; and another $1.45 million for aggregation of forced sale.

And;

**Palazzolo v. Rhode Island, 533 US 606, 121 S. Ct. (2001)** – The U. S. Supreme Court ruled that Municipalities cannot exert any acts of ownership or control over property that is not owned by them.

*And affirming both cases:*

**Lucas v. South Carolina Coastal Council, 505 U. S. 1003, 120 L. Ed. 2d 798 (1992)**

Be sure to do your own research.

# SETTLED LAW CASES

## (LAND PATENTS RELATED)

The following court cases illustrate some of the known benefits that have materialized by using law against the perhaps otherwise unscrupulous, and of course with favorable letter patent and current valid property assignments in hand. There are many more such winning cases.

# ALLODIAL TITLE/ LAND PATENT CASES

HUGHES v. WASHINGTON, 389 U.S. 290 (1967)

SUMMA CORP. v. CALIFORNIA EX REL. LANDS COMM'N, 466 U.S. 198 (1984)

MATTHEWS v., 10 GILL & J (MD) 443

WALLACE v. ARMSTEAD, 44 PA. 492

WENDELL v. CRANDALL, 1 N.Y. 491

STANTON v. SULLIVAN 7A. 696

McCARTEE v. ORPHUM'S ASYLUM. 9 COW N.Y. 437,18 AM. DEC. 516

PEOPLE v. RICHARDSON, 269 M. 275,109 N.E. 1033

SANFORD v. SANFORD 139 US 642 -

FENN v. HOLME, 21 HOWARD 481

LOMAX v. PICKERING, 173 US 26

GIBSON v. CHOUTEAU, 80 US 92

WILCOX v. JACKSON 13 PETER (US) 498

UNITED STATES v. STONE, 2 US 525

MINTER v. CROMMELIN, 18 US 87

JOHNSON v. CHRISTIAN 128 US 374

DOE v. AIKEN 31 FED. 393

SARGEANT v. HERRICK & STEVENS 221 US 404

NORTHERN R.R. CO. v. TRAIL COUNTY, 115 US 600

HUGHES v. WASHINGTON, 389 U.S. 290 (1967)

SUMMA CORP. v. CALIFORNIA EX REL. LANDS COMM'N, 466 U.S. 198 (1984)

BEADLE v. SMYSER, 209 US 393

BAGNELL v. BRODERICK, 13 PETER (US) 436

STEEL v. ST. LOUIS SMELTING & REFINING CO. 106 US 417

HOGAN v. PACE 69 US 605

LANGDON v. SHERWOOD 124 US 74

CARTER v. RUDDY 166 US 493

RUDDY v. ROSSI 248 US 104

GOLDING v. SCHUBAC 93 US 32

SAVILLE v. CORLESS 46 US. 495

ECHART v. COMMISSIONERS, C.C.A. 42 F2d 158; 283 US 140

CLEVELAND v. SMITH 132 US 318

PEOPLE v. HINES, 89 P. 858,5 CAL. APP. 122

MITCHELL v. CITY OF ROCKLAND, 45 ME. 496

STATE TREASURER v. WRIGHT 28 ILL 509

WHITAKER v. HALEY 2 ORE. 128

TOWN OF FRANKFORT v. WALDO 128 ME. 1

McCARTHY v. GREENLAWN CEM. 158 ME. 388

CASSIDY v. AROOSTOCK 134 ME. 34

BARKER v. BLAKE, 36 ME. 1

MARSHALL v. LADD 7 WALL 74 US 106

UNITED STATES v. CREEK NATION 295 US 103

UNITED STATES v. CHEROKEE NATION 474 F 2d 628

MARSH v. BROOKS 49 U. S. 223

HOOPER v. SCHEIMER 64 U.S. 23 HOW 235

GREEN v. BARBER 66 N.W. 1032

WALTON v. UNITED STATES 415 F 2d 121,123 (10th CIR.)

UNITED STATES v. BEAMON 242 F. 876

FILE v. ALASKA 593 P. 2d 268

LEADING FIGHTER v. COUNTY OF GREGORY, 230 N.W. 2d 114, 116

CHISHOLM v. GEORGIA, 2 DALL (U.S.) 419

WILCOX v. CALLOWAY [I WASH. (VA.) 38-41]

STATE v. CRAWFORD 441 P. 2d 586590

YOUNG v. MILLER 125 SO. 2d 257,258

BEAVER v. UNITED STATES, 350 F 2d 4 dert. denied 387 U.S. 937

STOLL v. GOTTBREHT 176 N.W. 932,45 N.D. 158

REICHERT v. JEROME H. SHEIP. INC 131 SO. 229, 22E ALA 133

SUMMA CORPORATION v. CALIFORNIA ex. rel. STATE LANDS COMMISSION, 80 L.ED 2d 237

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UNITED STATES v. SPRAGUE 282 U. S. 716

UNITED STATES v. REYNES, 9 HOW (U.S.) 127

WISCONSIN v. C.R. CO. 124 U.S. 74, 81

PUTNUM v. ICKES, 78 F.2d 233, CERT. DENIED 296 U.S. 612

KALE v. UNITED STATES 489 F2d 449,454

HOOFNAGLE v. ANDERSON, 20 U. S. (7 WHEAT) 212

THOMAS v. UNION PACIFIC RAILROAD CO. 139 F.SUPP. 588596

STATE v. CRAWFORD 441 P.2d 586590 (ARIZ.APP )

WINEMAN v. GASTREL 54 FED, 819,4 CCA 596,1 US APP 581

CAGE v. DANKS, 13 LA ANN 128

U.S. v. STEENERSON, 50 FED 504,1 CCA 552,4 U.S. APP 332

JENKINS v. GIBSON, 3 LA ANN 203

LITCHFIELD v. THE REGISTER, 9 WALL US 575,19 LED 681

UNITED STATES v. DEBEL, 227 F 760 (C8 sd, 1915)

STANEK v. WHITE, 172 MINN. 390,215 N.W.R. 781,784

WARE v. HYLTON, 3 DALL 3 US 199

LOMAS v. PICKERING, 173 US 26 43 L. ED. 601

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## COLOR OF TITLE CASES

DINGEY v. PAXTON, 50 MISS 1038

EHLE v. QUACKENBOSS, 6 HILL NY 537

OAKLEY v. COOK, 41 N.J. EQ. 350A.2d 496

DONOVAN v. PITCHER, 53 ALA 411

BIRGE v. BOCK, 44 MO APP 69

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KENDRICK v. LA TRAM, 25 FLA. 819

Huls v. Buntin, 47 ILL. 396 (1868).

WALKER v. CONVERSE, 148 ILL. 622

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CHICAGO v. MIDDLEBROOKE, 143 ILL 265

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BRIDE v. WATT, 23 ILL 507

WOODWARD v. BLANCHARD, 16 ILL 424.

You may contact Ron Gibson to testify
as an expert witness, or to lecture or conduct
seminars, on these topics:

1. Mining Law
2. Water Rights Law
3. Land Patent Law
4. Right of Way Law

Ron Gibson contact information:
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# GLOSSARY

**ADHESION CONTRACT** — A distinctive feature of adhesion contract is that the weaker party has no realistic choice as to its terms. *

**ALIENABLE** — Proper to be the subject of alienation or transfer. *

**ALLODIUM** — Land held absolutely in one's own right, and not of any lord or superior; land not subject to any feudal duties or burdens. *

**ALLODIAL** — Free; not holden of any lord or superior; owned without obligation of vassalage or fealty; the opposite of feudal. *

**APPURTANANCES** — ... An article adapted to the use of the property to which it is connected, and which is intended to be a permanent accession to the freehold. *

**ASSIGNS** — Assignees; those to whom property is, will, or may be assigned. *

**BLM** — Federal Land Office; Bureau of Land management.

**BONA FIDE** — In or with good faith; honestly, openly, and sincerely; without deceit or fraud. *

**CAVEAT EMPTOR** — Buyer beware.

**COLLATERAL ATTACK** — With respect to a judicial proceeding, an attempt to avoid, defeat, or evade it, or deny its force and effect, in some incidental proceeding not provided by law for the express purpose of attacking it. *

**COLOR OF LAW** — The appearance or semblance, without the substance, of legal right. *

**COLOR OF TITLE** — That which is a semblance or appearance of title, but is not title in fact or law. *

**COMMON LAW** — As distinguished from statutory law created by the enactment of legislatures, the common law comprises the body of those principles and rules of action, relating to the government and security of persons and property, which derive their authority solely from uses and customs of immemorial antiquity... *

**CORPORATE** — Belonging to a corporation; as a corporate name. *

**CORPORATION** — An artificial person or legal entity... *

**DEED** — A conveyance of realty; a writing signed by grantor, whereby title to realty is transferred from one to another. *

**EJECTMENT** — At common law, this was the name of a mixed action ... which lay for the recovery of the possession of land, and damages for the unlawful detention of its possession. *

**EMINENT DOMAIN** — The power to take private property for public use by the state, municipality, and private persons or corporations authorized to exercise functions of public character. *

**EQUITABLE OWNERSHIP** — Ownership rights which are protected in equity. *

**EQUITABLE TITLE** — See Equitable ownership;

**EQUITY** — Justice administered according to fairness as contrasted with the strictly formulated rules of common law. *

**ESTOPPEL** — Term means that a party is prevented by his own acts from claiming a right to detriment of other party who was entitled to rely on such conduct and has acted accordingly. *

**EVIDENCE OF TITLE** — A deed or other document establishing title to property, especially real restate. *

**FOREVER** — For eternity, for always, endlessly. **

**FREEHOLD** — An estate for life or in fee. A "freehold estate" is a right of title to land. *

**HEREDITAMENTS** — Things, which may be directly inherited, as contrasted with things, which go to the personal representative of a deceased.

**HYPOTHECATE** — To pledge (property) to another as security without transferring possession or title; mortgage. **

**IMMUNITIES** — Freedom or exemption from penalty, burden or duty. **

**INALIENABLE** — Not subject to alienation. *

**LACHES** — "Doctrine of laches" is based on maxim that equity aids the vigilant and not those who slumber on their rights. *

**LAND PATENT** — An instrument conveying a grant of public land; also, the land so conveyed. *

**LAW** — [S]omething laid down or settled... **

**LAWFUL** — In conformity with the principles of law. **

**LAWFUL MONEY** — As provided in the Constitution for the United States of America Art I, section 8, clause 5: Coin.

**LEGAL** — Of, based upon, or authorized by law. **

**LETTERS OF PATENT** — Issued by Congress per Article IV, section 3, clause 2; to dispose of property (unappropriated lands) belonging to the United

States; and then signed into Law by the president as Patent to the Patentee, his heirs and assigns forever. ****

**MEMORANDUM OF LAW** — A brief written statement outlining the terms of an agreement or transaction. *

**MORTGAGE** — The lending of monies for the purchase of property by a creditor in exchange for the payment of a debt. **

**NUNC PRO TUNC** — Now for then. *

**PATENTEE** — A person who has been granted a patent. **

**PERPETUITY** — The state or quality of being perpetual. **

**PRIVILEGE** — A particular and peculiar or advantage enjoyed by a person, company or class, beyond the common advantages of other citizens. *

**QUIT CLAIM** — In conveyancing, to release or relinquish a claim, to execute a deed of quitclaim. *

**REAL ESTATE** — Land and anything attached to permanently affixed to the land, such as buildings, fences, and anything attached to the buildings, such as light fixtures, plumbing and heating fixtures, or other such items which would be personal property if not attached. *

**RES JUDICATA** — A matter adjudged; a thing judicially acted upon or matter settled by judgment. *

**RIGHTS** — A power, privilege, or immunity guaranteed under a constitution... *

**SOVEREIGN** — A person, body, or state in which independent and supreme authority is vested; *

**SOVEREIGNTY** — The supreme, absolute, and uncontrollable power by which an independent state is governed; supreme political authority. *

**STARE DECISIS** — To abide by, or adhere to, decided cases. *

**TITLE** – The formal right of ownership of property. Title is the means whereby the owner of lands has the just possession of his property. *

**TREATY LAW** — [A]nd all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land;***

**WARRANTY DEED** — Deed in which grantor warrants a good, clear title. *

**WILD DEED** — A deed not in the chain of title. *

*Blacks Law Dictionary, 6th edition;
** Webster's New World Dictionary;
*** Constitution for the United States of America: Article VI, clause 2;
**** Constitution for the United States of America: Article IV, section 3, clause 2;

# AUTOBIOGRAPHY

**Ron Gibson**
**Medford, Oregon**

**To whom it may concern:**

**I, Ron Gibson, for the past forty-five (45) + years, have been in the construction and mining business.**

**I am an Engineer by training, my secondary studies was Constitutional Law. I worked for nineteen (19) years as a Mining and Mineral Consultant; I am also a mineral producer by profession.**

**I have been involved in both precious metals and Industrial Minerals development in all phases.**

**My back ground also includes project evaluation, feasibility study, geology, drilling and testing, sampling, plant layout and design, running the day to day operation, marketing, environmental studies, estimating, and many other phases of a mining operation including drilling and blasting.**

**As a managing consultant for large investment groups, I learned very early the Five P's Principle: Proper Planning Prevents Poor Performance!**

**I have directed large work crews in many different types of mining and mineral projects and pride my self in doing my job well.**

**My background in Law includes a Counselor at Law; I am in the process of obtaining my Private Attorney General authority from the Senate Judiciary. I have been in the study of Constitutional Law, Contract Law, Water Right Law, Right of Way Law, and my specialties are Mining Law and Land Patent Law. On a number of occasions, I have testified as an expert witness, regarding Land Patent law cases, Water Right, Mining, Right of Way and other land issue cases.**

**Currently, I teach Mining Law and Land Patent Law at our local collage and at The Southwest Oregon Mining Association. I am the interim chairman of the Jefferson Mining District, which is the largest mining district in the United Sates.**

**In addition, I am a marriage counselor for the past 30 years.**

**Viet Nam Veteran, USMC**

**Thank you.**

**Sincerely,**
**Ron Gibson**