Presentments

Part V - Court Bond

Just recently, long after the writing of this article commenced, we were provided with the text of, and explanation about, a single-page document (on standard court-pleading format, so that it looks like a normal court brief) that has allegedly had dramatic success when used. The bond, i.e.," Court Bond," (revised by several people from the original version), plus the explanation we received concerning the instrument (essentially intact as we received it), accompany this article.

The Court Bond is not a pleading or motion needing determination from the court. It is not an argument, opinion, or point of law, nor is it a negotiation. It is just a bond! Who could object? The Court Bond is a *special* bond as described in Rule E of the Supplemental Admiralty Rules in the Federal Rules of Civil Procedure in 28 USC. Admiralty is the only place mentioned in the rules where bonds apply. A bond seems to be appropriate only on an admiralty proceeding. This includes bail bonds, general bonds, special bonds, etc. Anything that has bonding involved is admiralty or some degree of admiralty. Since all commerce is international, and international commerce exists in admiralty/maritime jurisdiction, and every legal matter is commercial, in any court case in which you are involved, always put in a bond.

Since the bond you file becomes a permanent part of the record, if anyone tries to remove the filed bond, you have a file-stamped copy that substantiates the filing.

Since the public side is a reflection in a mirror of content in the private side, if there is no private side/ledger, there can be no public side/ledger. Without any reality, a mirror has nothing to reflect. The books/ledgers must balance—public and private.

Filing the bond removes you from the controversy. You cannot be required to pay any claim for losses or costs because you have covered any and all of them by providing a bond backed by your exemption, which is unlimited. You have covered every outcome by your good-faith effort. A court exists to resolve disputes, which requires adverse parties. The bond removes you from the arena by ending the controversy and discharging any obligation there might be via the bond, whether or not there is any assessment in fact.

Strategically, it might be wise to file your bond at the last minute, just before going to court, to foreclose them from sufficient time to study it and brainstorm on how they can get around it. Use of a notary and autographed stamp renders dishonoring the bond considerably more difficult. So does sending a copy to the court administrator, mayor of the municipality, the municipality risk management department, and perhaps even the Army Corps of Engineers.

The judge is holding the original books, which is OK with us. Let him own the account and make the adjustments. Then he is responsible. Since the judge is not going to go to jail, if anyone has to take the fall for the charges it must be the attorneys.

All admiralty courts require posting a bond to initiate a cause of action. A case commences and is bonded when the prosecuting attorney files the complaint. The complaint is the bond, and is signed by the prosecuting attorneys. It is a firm offer, an original issue, offered to the clerk, who buys the contract. That is the original money, which is brought under the Bar Numbers of the fling attorneys (prosecutors). The clerk buys it because of the attorneys' guarantee that they will produce someone to pay the fines and go to jail. The clerk takes the complaint to the court, which is the bank, and issues a voucher. The voucher is a security. The commercial bank credits the court's account in the commercial bank and then monetizes the voucher by sending it to Freddie Mac or Fanny Mae, making the instrument an insured government security.

We believe that this process creates the public funds by the charges made against the strawman, for which the real being ends up paying as the surety if the presumption that the real you may be treated as, and is therefore liable for the obligation of, the strawman/Defendant, is not eliminated from the equation. We further think that these public funds are credited (possibly by going through the commercial bank's TT&L account) to the customer's (i.e., the court's) account. In other words,

when your strawman is charged as a Defendant in an action, it appears that what happens is that the public funds are created by using your exemption to create the public money that covers the check the commercial bank writes to deposit in the court's account.

Let's say you, i.e., your strawman, are indicted. You go to court, you get an attorney, you go through a trial, and the jury finds your strawman guilty. At the sentencing hearing, the judge says openly, as if addressing no one in particular, "Will <u>the defendant</u> please rise." The terms "Defendant," and "the defendant" are different. Until sentencing, all attorneys, officials, judges, etc., have been engaged in prosecuting your all-caps name strawman/Defendant, not you. At sentencing, in order to procure enforcement of the judgment, you must provide the legal determination that the real you and the fictitious you are contractually united—married. Then you go along for the ride concerning anything the system wants to do to your strawman, such as fining or imprisoning you, or both.

The term designated as "the defendant" is not identified in a case until either someone pleads guilty or pays a fine and goes to prison. In court paperwork the one accused or indicted is designated as "Defendant." The real you is simply a being/body waiting to be placed into the slot of "the defendant," who must pay with dollars and incarceration time for the alleged crime, after the strawman/Defendant has been found guilty. Anyone who makes an appearance in the case (every attorney) could also fall into the category "the defendant" or "the plaintiff," including any "Defendant" or "Plaintiff" named or identified. This dance is a dynamic scam that can change at any time during the proceedings, including long after you have been convicted, sentenced, and incarcerated.

Maxims of law that pertain to this include:

Once a fraud, always a fraud. 13 Vin. Abr. 530.

Things invalid from the beginning cannot be made valid by subsequent act. Trayner, Max. 482.

A thing void in the beginning does not become valid by lapse of time. 1 S. & R. 58.

Time cannot render valid an act void in its origin. Dig. 50, 17, 29; Broom, Max. 178.

Because both the private and public set of books are involved, what gets sent to prison is an amalgamation: JOHN DOE SMITH/Body/John Doe Smith. The interesting thing is that at the time you go into prison, and your body is admitted, your all-caps name is placed on the ID tag. When you receive a discharge from the Department of Corrections the paperwork issued has your name in proper English, upper- and lower-case letters. Why? Speculation is that any time up to and including discharge you could be freed for some other reason than serving your time, such as on appeal, habeas corpus, the real criminal having been discovered, etc. In other words, the contract formed by the union/marriage of the strawman, private name, and body is not fulfilled until the terms and conditions of the bond filed by the attorney in the form of a complaint are fulfilled. The case was bonded "on the come" by the attorney's guarantee (by staking his bar/bonding number) that a Defendant would pay the penalty in fines and/or incarceration to cover the bond, thereby getting the attorney off the hook.

To use the automobile situation as an example, when you purchase a new car, one of the documents in the "9-Pack" is one the dealership glosses over and does not elaborate on. Most people are so busy signing their name on all the paperwork that they don't questions everything anyway. What this document does is gift title of the automobile to the State (Department of Motor Vehicles), to whom the Manufacturer's Certificate of Origin (MCO) is sent. The MCO is title, i.e., equitable (substance) title. You, as the user, have "legal title," meaning they get the elevator (substance) and you get the shaft (legal liability). You receive a "pink slip" at the end of your payments, which is a "certificate of title." A <u>certificate</u> of title is not <u>title</u>; it is simply a document stating that title exists somewhere.

So if the gendarmes give you a ticket and impound your car, it is incarcerated until you have paid the ransom to get it out.

In the case of a conviction/prison situation, you (body/car) are impounded, sitting in jail under control of the jailer (user, your strawman) on the basis of a charge by a prosecutor (owner, i.e., State) having made a complaint (citation, bonded by his bar number). It matters not what the complaint is as it is all a smokescreen and misdirection to divert attention away from what is really going on. They have put your name on an account and are using your body during the time of their impounding your body (in accordance with the terms of the bond/complaint filed by the

prosecuting attorneys). Suddenly, you ask them for the bond that was posted that allows them to do this. No reply! Hmmm!!!

It appears that the private books, dealing with body/John Doe Smith, are held privately in the office of the trial judge, which is where the commercial action of record happens. No one goes to jail or pays a fine in any case unless and until the private accounting books are in conformance with the public record. In other words, there is a credit/debit accounting cross on the private side and an equivalent (mirror image) of that cross on the public side. If you end and own the matter on the private side by using your exemption to discharge the obligation, the private books have been balanced, both asset and liability sides have been filled in, and discharge (and therefore termination of controversy) has occurred.

As a result of filing the Court Bond, your proper English name must be removed from their title. They can no longer use your private name because you have posted the Court Bond for record and paid for everything with your private exemption. This discharges the obligation (charge/imbalance) on the private side ends the controversy and fulfills the obligation on the private side, thereby ending the possibility for any public dispute resolution to occur. When there is nothing on the private books for the public side to mirror, and the private side establishes your ownership of the matter, the illusory public side is left hanging out to dry. By discharging the matter on the private side by use of your exemption, you not only end the dispute and become owner of the transaction, but owner of any court in which the matter may remain for resolution of the non-existent claim.

Consequences and ramifications of the foregoing include the following:

1. By the private man posting a bond, through his private exemption, into the public record with the clerk, a separation has occurred between the version criminally charged (ALL CAPS) and the version they want to put on the books in the back office, which is upper- and lower-case (private) name. If the private version is not available then they can't take the body because the account is no longer whole. You can't put half a body in jail. They need your ALL-CAPS name in the public record, and your lower-case name on their private books held by the judge, in order to make the accounting whole and take your body. The bond made with your lower-case name and placed into the public record with the clerk splits the account into two disjoined halves. By losing one side of the account they lose both. They cannot admit "JOHN DOE SMITH/body" to jail if there is no longer any "body/John Doe Smith" to discharge at the end of the sentence.

2. Since the imbalance still remains on the un-discharged public side that must be discharged, the attorney no longer has a Defendant/body to fulfill the terms of the bond filed in the form of the original complaint. The result is that within seventy-two (72) hours they must either dismiss the case, find another Defendant/body to satisfy the pledge in the attorney's on-the-come bond, or the attorney(s) who filed the complaint must be held liable.

The history of the use of this bond thus far appears to be that all incarcerated users were released. Not all of them, however, remained free. It seems that the ones who stayed out permanently were those who had filed documents (such as a UCC Financing Statement, Employer Identification—with jurat, if possible—and other documents that clarify that the real being and the strawman are two different things and that the real being is the "living principal" who autographs instruments and operates in capacity of being the authorized representative, attorney in fact, and secured party for the strawman. Those who did not put in any paperwork that states and declares this were reincarcerated after a few weeks, since they never rebutted the rebuttable presumption (which is where the power is) that the real being is united and amalgamated with the strawman (presumed to be the property of the system), so that whatever the system wants to do with its property (the strawman) gets enforced on the real being.

Also of supreme importance is not giving one's name in court when asked, and not saying "yes" in any form when the judge asks "Are you so-and-so?" to act as discussed herein-above.

Further, whenever possible have your documents notarized with the acknowledgment/jurat. Although the notary text is labeled "acknowledgment," which is it, since the text contains the words "subscribed and sworn," it is also a jurat. Notarial acknowledgment is mandatory admissibility in court, and a jurat is an oath, the strongest use of a notary, and is regarded as an apostille. The fact that the text contains the use of your name three (3) times, and that your name as set forth, i.e., [Name]©®TM[Birth Year], is intended as referring to the real you as living principal operating in the matter as the authorized representative and attorney in fact for your strawman, is express, witnessed notice of your standing. One should put several variations in the spelling of the

strawman, i.e. "JOHN HENRY DOE," the all-caps name of the Defendant, and "DOE, JOHN HENRY." The latter is the military designation of the strawman's name, and all legal/commercial matters today are military and function under military accounting (as per the military accounting manual, ER 37210).

Lastly, always (if at all possible) put a postage stamp (two-cent stamps in US are fine) on the lower right-hand corner on the back of every page in any document you file into court. Autograph (sign your full name in longhand) diagonally across the stamp in purple (royalty) or blue (source of the bond) ink. Also, if you have had your bullet stamp made, stamp it (gold ink) on the upper left hand part of the postage stamp in addition to inscribing your autograph by hand. This escalates the seriousness of your instrument by making you the postmaster of the transaction and placing the matter under the UPU, a jurisdiction in international law formed by treaty that is higher than, and untouchable by, the courts. It provides you with what might well be an insurmountable position vis-à-vis those in the system acting against you, notwithstanding any other considerations. By use of the postage stamps in this manner you are posting your document to them through the mail, making you an official mail carrier delivering your document. They cannot interfere or tamper with the mail or the carrier thereof (you)!!!

It is our understanding that the reason a court has seventy-two (72) hours to deal with the Court Bond from the time it is filed is the requirement to adjust the books on the international stock/bond exchange within that time frame. What has occurred in actual cases seems to confirm this, since people who filed the Court Bond have been brought into court the following morning, if not sooner. Their time frame within which they can act to take themselves off the hook is very short.

See JAILS, PRISONS, BONDS

Part VI—Postal Power

Presentments Index

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