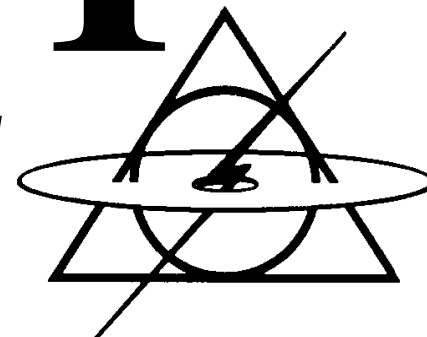


CONTACT

THE PHOENIX PROJECT JOURNAL

GOD'S NEW MILLENNIUM

*KNOWING TRUTH IS NOT ENOUGH,
SUCCESSFUL CHANGE REQUIRES ACTION*



VOLUME 42, NUMBER 4

NEWS REVIEW

\$ 3.00

DECEMBER 3, 2003

Tala-Global Now Qualified *Res Judicata*

*MERRY CHRISTMAS (AND MAY THE GLOBAL STOCKINGS BE
FILLED IN THE YEARS BREAKING NEW AND WONDROUS)*

(As used herein, "TALA" stands for DON ESTEBAN BENITEZ TALLANO & DON GREGORIO MADRIGAL ACOP FOUNDATION, INC. and "GAIA" stands for GLOBAL ALLIANCE INVESTMENT ASSOCIATION.)

11/27/03—#1 (17-103)

THU. NOV. 27, 2003 8:36 A.M. YR 17, DAY 103

THANKSGIVING IS APPROPRIATE
A MIRACLE HAS BEEN WROUGHT

WE HAVE LAWFULLY QUALIFIED OUR
PROGRAM AND ASSOCIATION ALONG
WITH BRINGING PUBLIC THE
DOCUMENTATIONS AND COURT ORDERS
LONG STANDING

But, the Journey itself has only just begun!

You who would jump off this train are certainly welcome to do so, however, it would seem somewhat foolish. Each person processes his own perceptions and information flowing through the mental processing equipment and so be it.

I like to equate actions as you might classify as "loss" with a relative look at "stocks" on the market.

Pretend you have bought "stock" on the market and the market dumps—or at least your stock "dips". The instant reaction is to proclaim: "Oh my God, I have lost it." NO, you have not lost it until it is OVER in the game itself. Obviously if you bail out you will lose the amount between the purchase price and the selling price—or GAIN as the case often IS but goes unnoticed for obvious reasons.

I can give you a couple of other observations about this "GAIA" production. Getting to here is not somehow wiped out because of impacting hits and impacting strangulation. We have made simple

business arrangements to cover the loans made to accomplish this task—WHICH WAS ALWAYS, FROM INCEPTION, "THE" TASK!

There will be no "stock market" type of hype for our alliance/association—EVER (if anyone has sane mind). There won't be "shares" to dicker over and lose shirts. In this reality you can recognize that you who have facilitated this "miracle" will be abundantly rewarded but ALL can apply for funding for good projects while a "joint venture" will continue to put equity and resources (based on gold value) into replenishing the resource itself. However, once the AGREEMENT is perfected, the project will stand totally alone for we have no intention of absorbing, longer, any dickering or bickering or the somehow "you got more than I got" or "God loves you, somehow, more than He loves me..."

VK can bash and trash all she wants—it means absolutely NOTHING. In fact, here is an example of

(Continued on page 2)

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IN THIS ISSUE

TALA Established, October 14, 2003 Anno Domini.....	page 5
GAIA Public Notice re March 7, 1995 Writ.....	page 6
Philippines Perspective, by Doris Ekker.....	page 8
Synopsis of George Mercier's <i>Invisible Contracts</i> , Part One.....	page 10
The News Desk, by John & Jean Ray.....	page 14
Public Notices (The Effect of <i>Presumptions</i>).....	page 18

outrageous but feasible: It involves her claims that we have somehow destroyed the U.S. and caused \$400 TRILLION lost in debt something or other. No, sorry to you destroyers at play—CAN’T BE. Unless there is \$800+++ Trillion of value in GOLD, it CANNOT BE. There is no argument and we agreed to not issue more than \$5 Trillion per year at ANY RATE. Of course it should also be noted that all those agreements were based on other guidelines—ALL OF WHICH HAVE BEEN BROKEN BY THE WONDROUS ELITE OF THE B A N K I N G - P O L I T I C A L WORLD.

It actually no longer MATTERS! We will always demand coverage by gold and/or fully agreed upon assets and therefore there will certainly be a SELF-LIMITING factor in play. This will act like a “governor” on the speed of a car. Reach that given speed and the accelerator shuts down.

“Ah, but doesn’t that mean those nasty Ekkers get too much?” Say what? So far they have gotten NOTHING but deeper in debt and an assumption by everyone “out there” that they now own the world. Who in the world would REALLY want to own the world?

Therefore, go forth if you so choose to throw brickbats and rotten slander—it is fine—”been there and suffered that”. However, be prepared to answer the C O U N T E R - COMPLAINT.

R a y e l a n “Russbacher” has come again THIS WEEK on her net and stated that somehow she and her husband (when they were married) were “double-crossed by their partners, EJ and Doris J. Ekker?” Say what? Now that is easy enough to disprove so do you actually believe that puts us at disadvantage? We, including me, want NO focus or notoriety—those games are OVER. Rayelan “Russbacher” owes outright in money some \$50++ thousand from and through credit card THEFT. And,

calling us CIA or Invisible Guardians will make not a whit of difference in the TRUTH of the foolishness. So, just update the statute of limitations calendar and let us go about our business, which DOES make a difference.

I do continue to request notices about ability to incorporate in Nevada—our tips are sound, accurate and Nevada offers a PLACE for agency use. I am

service available, host agents through that service but no questionable “hosts”—just good family business offerings. Another service will be for facilitating such things as Public Notices—correctly handled and thus we will contract, as well, CONTACT and several other appropriate public papers for use for legal notice.

Until then we will continue inching our way through the maze and through the ones who would actually try and stop us from reaching those goals even though they, themselves, would be major beneficiaries. GOD DOES NOT INTERFERE—GOD ALLOWS.

IN THE
PHILIPPINES

Chaos reins— anarchy is in service at every corner of government. The Judicial System is now in chaotic malfunction and is the laughing stock of the global communities. Truly worthy “investors” would beware losing their very lives right after their shirts go.

The lawyer, Paguia, who simply wrote about the unconstitutional acts of the Supreme Court Justices, has NOW BEEN S U S P E N D E D I N D E F I N I T E L Y F R O M B E I N G A B L E T O P R A C T I C E H I S P R O F E S S I O N A L L I V L I H O O D. H E H A S B E E N S T R I P P E D N A K E D A N D P R O C L A I M E D A C R I M I N A L F O R “ C O N D U C T U N B E C O M I N G A L A W Y E R A N D

OFFICER OF THE COURT”.

Painful? Of course—but ultimately ONLY for the foolish court. THERE IS NO RULE OF LAW IN THE PHILIPPINES! The “obvious” serves well and allows some “patience” in confronting legal encounters—listen up!

I will note here, however, that the only thing Paguia didn’t do was first run his documents as

18102636

Preamble: The following MEMORANDUM OF AGREEMENT, as provided by Global Alliance Investment Association, is intended as a guide. If it is acceptable as is, when signed by the parties it becomes a legal-contract. If there are points requiring negotiation, GAIA will entertain them by telephone or fax so that they may be corrected or rewritten to suit the needs of all participants.

MEMORANDUM OF AGREEMENT (MOA)
Deed of Assignment for Consideration No. 18102636

This is a Memorandum of Agreement regarding contracts derived from the referenced collateral, Bonus Certificate 3392-181.

This Memorandum of Agreement, entered into as of November 10, 2003, is by and between DON ESTEBAN BENITEZ TALLANO & DON GREGORIO MADRIGAL ACOP FOUNDATION, INC. (FDN), 31 BMA St., Talayan, Q.C., RP and GLOBAL ALLIANCE INVESTMENT ASSOCIATION, (GLOBAL) a Nevada corporation with corporate offices at 5344 Images Ct, Las Vegas, Nevada 89107, U.S.A.

Whereas, GLOBAL is in the business of providing collateral to qualified entities in a variety of denominations appropriate to the needs of qualified entities, and

Whereas, FDN is a qualified entity desirous of obtaining collateral, and

Whereas, GLOBAL is the owner of all rights, title and interest derived from the valid debt obligation of the United States, particularly Bonus Certificate 3392-181, hereinafter referred to as the "Bonus Collateral" or DEED (DEED OF ASSIGNMENT FOR CONSIDERATION), and

Whereas, FDN will use the Bonus Collateral or a portion thereof "Righteously", herein meaning for humanitarian purposes allowing no part of any proceeds derived from the use of this collateral to be used for any war-related activity, now

Therefore, the parties hereto, in consideration of the promises, representations, warranties herein made and other considerations agree to the following terms and conditions:

1. Availability. GLOBAL warrants it has in its legal possession all rights, title and interest derived from Bonus Certificate 3392-181, the Bonus Collateral, worth in excess of 10 Trillion Dollars (US) and shall assign to FDN (or to such entities as designated by FDN) at such times and in the amounts as much of the Bonus Collateral as shall be mutually agreed.
2. Place where DEEDs and/or proceeds shall be utilized. The projects(s) for which the Bonus Collateral shall be used shall be located within the Philippine Archipelago and generally within those areas covered by the Original Certificate of Title 01-4. FDN expressly warrants hereby that FDN will in no way allow any part or portion of the DEED(s) issued to FDN to be used in any so-called "high yield" or trading program.
3. Validity. GLOBAL warrants that the Bonus Collateral is valid debt of the United States Treasury and is guaranteed by the Federal Reserve.
4. Confirmation. GLOBAL reserves the right to coordinate the making of any and all claims for the collection of all DEEDs so issued and FDN shall make no effort to make a claim on the Bonus Collateral, or to verify its validity, with the Federal Reserve or the U.S. Treasury without the express written permission of GLOBAL. All requirements of the Uniform Commercial Code, which is by treaty superior to all other law and from which there is no appeal, were completed February 16, 1999, thus leaving the debtor(s) no recourse but to pay the debt and its accumulating interest.

going to ask for even more once we are fully back in publication. We will help enlarge facilities and services to the point that a business man can fly in from Mindanao, have a business meeting at HIS corporate office in Las Vegas or wherever in Nevada he so chooses while also having access to secretarial staff, phone services and all office services, a grand choice of large or tiny conference room and offices, a travel

PUBLIC NOTICES rather than go directly to the court as a citizen-lawyer of the populace. What he did SHOULD have worked—but was ignored where a Public Notice properly issued would DEMAND a response to the questions instead of the ability to ignore and finally turn and destroy the questioner.

We will make every effort to address these matters but it is most certainly up to YOU as to whether or not you use them; beware of traps (invisible contracts), tricks and whatever else awaits you in your otherwise “free” existence.

People can yet flop around on that string in the Philippines because the top-level controllers are less bright than the citizens (who don’t even claim to know anything). You are not longer even free to “flop” in the U.S., my good brothers, while fighting a system that has you bound is useless and you will be “taught a lesson” for all to see the power in play.

Why has all this not been presented prior to now? It has been! Over and over again it has been shared but NOBODY WANTED TO LISTEN and certainly NOT to me. Now that we are at the gate and our tickets MUST BE VALID, do we really get a bit of respect as to possibly how we might protect assets and individual persons?

A mountain of material is available and useful in that you can discern, most often, how to avoid pitfalls and how NOT to use a “system” presented as protective shelter. So, how dare you blame us for your failure to KNOW? Moreover, how dare you to denounce our presentations BEFORE YOU EVEN HAVE OUR PRESENTATION?

We have gained respect, integrity and we are accepted as 100% dependable in all ways, including under all laws and activities. If you individuals who believe selves to know something “bad” about us—

have a ball, my friends. THIS IS THE TASK AT HAND AND THIS IS THE SEPARATION OF CHILDREN FROM MATURE AND HONORABLE PEOPLE. Who will “run” our projects when we can’t even move out from under the pebble tossing? I for one am not going to play with someone who declares an intent to shoot me dead. Ponder it please.

I would just remind everyone: Five years to

Since this particular edition of the paper is dealing so pointedly at this project in the Philippines and to get you readers caught up a bit, I will not linger on general topics but will hold as much as possible for use as we dig out of our problems with publication, shut-downs, shifting, drifting and generally having *grand-mal* seizures. Therefore we have to take responsibility whether or not actual, in fact, and do what must be done to meet obligations.

I ask that we send this out on our “interim” email and also use it for a lead-in to the paper—but all the paper information will no longer be sent anywhere on pre-publish scatter. This is because we cannot have time to attend such a thing and the service was exactly that: an interim contact link.

If you do not subscribe to the paper then you won’t get the information but that cannot be avoided from our end.

To our knowledge the information regarding the paper acquisition is exactly the same as prior to now and will likely hold that way wherever we print the paper. It is, in fact, hard to leave the current printer for our needs are small and he has new presses and full facilities better able to meet our needs. There is plenty of hard work and shifting in other avenues of management so we take everything properly in priority order so that we never disqualify our position.

We have wonderful other things to share as we have now been included in an “Institute” already founded. Among its endeavors are such things as “alternative” medicines, etc. We already have been invited to teach hypnotherapy and I will be afforded a place to speak, when I choose, on spiritual reality as relative to human development. Moreover, THEY will supply the cake and punch.

18102636

5. Consideration. In consideration of assigning the Bonus Collateral to FDN, FDN will pay or cause to be paid to GLOBAL from the collections or other proceeds, 50% of each DEED. The remaining 50% shall be retained by FDN. (DEEDs are usually made 2.5 times the collection or anticipated proceeds so it likely that the FDN portion will be larger than would be expected.)

As a further consideration, FDN (or its designee) shall arrange for the assignment or purchase of gold equal to the GLOBAL 50% portion of each emission of funds and/or gold. The gold will be held in the name of GLOBAL (or its designee) by FDN (or a mutually acceptable bank) to be used as collateral for a line-of-credit to be accessed by GLOBAL subject to a limit of eighty percent (80%) of the value of GLOBAL's gold, and

As a further consideration FDN (or its designee) shall arrange for the establishment of bank accounts in the name of GLOBAL (or its designee) through which GLOBAL may access its line-of-credit.

6. Implementation. The parties hereto realize that most banks do not have the funds adequate to singularly fund loans of the magnitude herein contemplated. Accordingly, the funding process may entail several steps. The commitment of the Bonus Collateral shall therefore be permitted to precede the release of the proceeds while the funding process is carried out. The parties hereto will cooperate to facilitate the loan(s) and will make full disclosure of the relevant events related to issuance of collateral through to distribution of proceeds.

7. Possession. During the term of any loan (for instance, to assist a purchaser of FDN real estate) the Bonus Collateral shall be in the possession of the lender. Upon satisfaction of the loan, ownership and possession of the collateral shall be returned to GLOBAL.

8. Notices. Any written notice, demand or request that is required to be made hereunder, may be served in person, by FAX, or by Courier (e.g. FedEx, DHL), addressed to the party to be served at the address set forth in the first paragraph hereof. The addresses stated herein may be changed as to the applicable party by providing the other party with notice of such address change in the manner provided in this paragraph.

9. Invalidity. In the event any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

10. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, may be submitted to arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. Procedures. Should litigation arise, service of process may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected. As the parties are in different countries, a period of thirty days beyond the time otherwise allowed to answer service of process shall be permitted.

12. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, to the extent taxable by the court as costs, in addition to any other relief to which

conclude the most impossible and incredible program on the globe—EVER—is hardly worthy of note or discussion. How long has it taken YOU to get this done? Oh, it wasn’t your job? Are you quite sure of that? Why do you think it was not you who were supposed to carry this ball? So—again, why haven’t YOU gotten this done and abundance flowing? I know a few persons who would, frankly, be delighted.

Thus far we have declined all strings and will continue to do so—unless our team bails out of this canoe. Already there is a big push to have available classes to explain proper use and potential use of our program. We want you to be a part of this but we cannot force anyone to be or do anything and neither can we build a nest for each individual fledgling.

We will not, nor can we lawfully, have acceptance within this program of even one peso/dollar. All things change the minute there is money exchange as in dickering with “shares” etc. We have to continue exactly as we are going, and “wishing” otherwise does not change a thing.

I have to remind you that if there are those who have untoward opinions about me, it is your prerogative and none of my “business”. Moreover and far more important: If you have disagreements, dislikes and opinions about others it is also none of my business and I am appalled that I would be drawn into such “side-taking”. If you, further, cast out my staff on such occasion, then we are bound to let you go for we cannot nor shall we even consider it. Even the term “let you go” is beyond arrogant for unless we have bound you some way we CAN’T “let you go”. We can only respect your choice and accept it in any way presented. We have NO intention of quitting our post or sleeping on watch.

We will report things as to those old journalistic requirements TO STAY QUALIFIED AND KEEP OUR PEOPLE WELCOME, of “who, what, when, where, why” and add “how”. We must keep both avenues open and CLEAR.

We can, yes, hurt one another but I ask you to consider what good that might serve?

When you think we have made no progress—READ THIS VERY PAPER—AGAIN. This paper bears proof of assets and orders standing to collect

them. Another long and difficult process? Possibly impossible with the current Supreme Court in place—but remember—HERE IT ALL CHANGES OUT IN MAY—“IF” it lasts so long. The big expectation is to have, as is in today’s paper, a major “coup in December” which would cause a step-down of the President (GMA) and interim coverage until May by the current established Vice President. What will

son, the proper machines will be forthcoming to assist in healing—but unfortunately, at this time, there are yet more scams than useful devices. Bless you for your unwavering caring and sharing. The eyes need beauty to behold (as on the calendars) to give a break to the mind’s facing of that which is mostly ugly and confusing. A “picture” as real as the mind chooses to experience and we thank you for sending this beauty into our experience. The mind can wonder past mountains, sheep herds and always to the sea—which reflects the perfect beauty of heaven. You do not have to GO THERE to BE THERE. And THAT is another lesson which you all have yet to understand and express.

Have a wonderful holiday—for the coming year promises greater things than you have yet witnessed. It will also bear incredible evil so brace selves and hold on to the “hand of the man” that you might sustain to witness the evolving LIGHT entering your world of evil intent. “Intentions” are naught but realizations to GOD—they do not prevail in HIS reality. You must acknowledge them but let them pass on by, refute them but in all cases—do not attach to them.

May the light in all experiences brighten your way for sometimes twilight comes on

happen? OIP takes over! WE JUST KEEP RIGHT ON “TRUCKING” THROUGH THE MIDDLE OF IT AND AVOID THE SUPREME COURT IF AT ALL POSSIBLE. “THEY” ALL HAVE OUR INFORMATION AND OFFER FOR USE—SO, WE WAIT. There is NOTHING clandestine or hidden. It is all right out there in front of EVERYBODY! And this is according to “their” courts—not ours!

Thank you, Lester K. (New Zealand)—the world may yet be proven to run on chocolate! And to you,

“kitten feet” and you are caught without a match to light your candle. Check the wind before you strike that match and you might well save losing your candle.

God blesses you each and, as a GREAT FATHER, will always be “right there” to carry you when you can’t walk further. He will not, however, bless your naughtiness, only your goodness. BUT, HE WILL ALLOW EITHER! THE CONSEQUENCES ARE YOURS ALONE.—GCH

dharmā 

the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

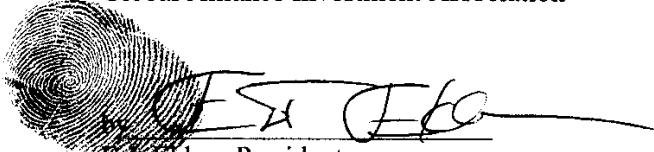
13. Merger. This agreement is the entire agreement by and between the parties and may only be modified by written agreement signed by both parties.


14. Authority. Each party represents and warrants that it is duly organized and validly existing, in good standing under the laws of the jurisdiction of its incorporation (if applicable), is qualified to do business and is in good standing with full power and authority to consummate the transaction contemplated hereby.


IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of November 10, 2003 in Makati City, R.P.

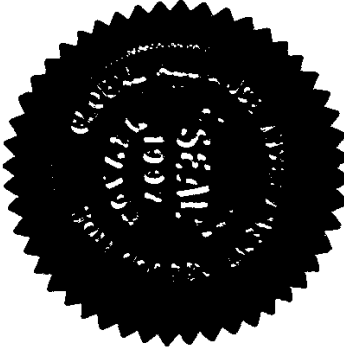
Signed, sealed and delivered by:

Global Alliance Investment Association


P.J. Ekker, President



by 
Doris J. Ekker, Secretary





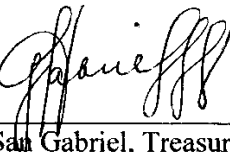


Don Esteban Benitez Tallano & Don Gregorio Madrigal Acop Foundation, Inc.

by _____
Victoriano R. Mirafior, President


by 
Manuel G. Natividad, Jr., V.P. & Counsel


by 
Cenon C. Marcos, Secretary

by 
Lee R. San Gabriel, Treasurer

DON ESTEBAN BENITEZ TALLANO & DON GREGORIO MADRIGAL ACOP FOUNDATION INC.—Established October 14, 2003 *Anno Domini*

Pursuant to court orders of many years ago, DON ESTEBAN BENITEZ TALLANO & DON GREGORIO MADRIGAL ACOP FOUNDATION INC. (referred to as "TALA") was established in accordance with the law of the Philippines on October 14, 2003. This corporation (Foundation) is now ready, willing and able to serve the people of the Philippines in joint venture partnership with GLOBAL ALLIANCE INVESTMENT ASSOCIATION (referred to as "GAIA").

This joint venture partnership (see signatures attesting thereto on page 4) holds the promise of a world of abundance, beginning in the Republic of the Philippines. Merry Christmas and "God bless us, every one!"

SIGNATURE PAGE OF THE ARTICLES OF INCORPORATION:

With list of additional members, certified by the Secretary under oath and marked as Annex "A".

No list of additional members attached.

(Please check appropriate box)

EIGHTH: That no part of the income which the association may obtain as an incident to its operation shall be distributed as dividends to its members, trustees or officers subject to the provisions of the Corporation Code on dissolution. Any profit obtained by the association as a result of its operation, whenever necessary or proper shall be used for the furtherance of the purposes enumerated in Article II, subject to the provision of Title XI of the Corporation Code of the Philippines.

NINTH: That Atty. Lee R. San Gabriel has been elected by the members as Treasurer of the association to act as such until his/her successor is duly elected and qualified in accordance with the by-laws; and that as such Treasurer, he / she has been authorized to receive for and in the name and for the benefit of the association all contributions or donations paid or given by the members.

TENTH: That the association manifests its willingness to change its corporate name in the event another person, firm or entity has acquired a prior right to use the said firm name or one deceptively or confusingly similar to it.

ELEVENTH: That the association shall comply with the requirements for non-stock corporations in the course of its operation.

In Witness Whereof, we have hereunto signed this Articles of Incorporation, this 30th day of August, 2003, in the City / Municipality of Quason City, Province of , Philippines.

PRINCE JULIAN M. TALLANO

Victoriano R. Miraflores

Y. VICTORIANO R. MIRAFLORES

Manuel G. Ratividad, Jr.

ATTY. MANUEL G. RATIVIDAD, JR.

Lee R. San Gabriel

ATTY. LEE R. SAN GABRIEL

Enoch C. Marcos

ENCH. ENCH C. MARCOS

WITNESSES:

Don Esteban Benitez Tallano

Don Gregorio Madrigal Acop


SAI incorporators appearing on the fifth article and the two witnesses should affix their signatures on the blanks provided in this page above their respective names.)

NS-97-01

p. 4

original copy

CERTIFICATE OF INCORPORATION:



REPUBLIC OF THE PHILIPPINES

SECURITIES AND EXCHANGE COMMISSION

SEC Building, EDSA, Greenhills

City of Mandaluyong, Metro Manila

COMPANY REG. NO. CN200322944

CERTIFICATE OF INCORPORATION

KNOW ALL MEN BY THESE PRESENTS:

This is to certify that the Articles of Incorporation and By-Laws of

DON ESTEBAN BENITEZ TALLANO & DON GREGORIO MADRIGAL ACOP FOUNDATION INC.

were duly approved by the Commission on this date upon the issuance of this Certificate of Incorporation in accordance with the Corporation Code of the Philippines (Batas Pambansa Blg. 68), and copies of said Articles and By-Laws are hereto attached.

This Certificate grants juridical personality to the corporation but does not authorize it to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/ broker/merchant, financing company, pre-need plan issuer, general agent in pre-need plans and time shares/club shares/membership certificates issuers or selling agents thereof. Neither does this Certificate constitute as permit to undertake activities for which other government agencies require a license or permit.

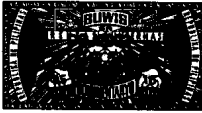
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed at Mandaluyong City, Metro Manila, Philippines, this 14th day of October, Two Thousand Three.

Benito A. Cataran

BENITO A. CATARAN

Director

Company Registration and Monitoring Department



PUBLIC NOTICE

GLOBAL ALLIANCE INVESTMENT ASSOCIATION

December 3, 2003

This notice will be construed as a continuation of compliance with provisions necessary to establish presumed fact (Rule 301, Federal Rules of Civil Procedure, and attending State rules). All interested parties have failed to rebut any given allegation or matter of law addressed herein. The position will be construed as adequate to requirements of judicial notice, thus preserving fundamental law. A true and correct copy of this Public Notice is on file with and available for inspection at the newspaper CONTACT, which is responsible for publishing the instrument as a legal notice.

This document is to notify interested parties of the intent of Global Alliance Investment Association (GAIA) to immediately render assistance to NATIONS desiring to stabilize the value of their currencies by basing them upon RESERVES of physical gold. This assistance will be comprised of one or more of the following: Calculating the amount of gold needed sufficient for its currency base; supplying the initial RESERVES to permit the Nation’s purchase of the necessary initial supply of gold; sourcing the supply of gold for purchase; and stabilizing the purchase price at a level necessary to making the mining and processing of gold a profitable enterprise.

Since 1996 GAIA has contacted many nations to encourage them to consider the benefits of returning their currencies to a gold base. (Some of those benefits will be listed below.) The question inevitably arose, will there be enough gold? GAIA can now provide proof via court documents that an adequate supply not only exists but is available and under contract to GAIA. Those documents are readily available for viewing in the Executive Offices of GAIA in Manila.

While we can say with certainty that several large deposits of gold exist in the Philippines, the most accessible deposit, exceeding 100,000 metric tons, is warehoused in Metro Manila and is subject to court orders to be released to qualified buyers, any time after the year 2000. This gold will be sold only to nations whose currencies are, or are in the process of being, based upon gold.

To give them Public Notice, we will copy, very precisely, the last six paragraphs of a Certified Copy of FOURTH ALIAS WRIT OF EXECUTION, POSSESSION AND DEMOLITION received by GAIA November 25, 2003. The WRIT was ordered by Judge Sofronio C. Sayo of the Regional Trial Court in Pasay City on MARCH 7, 1995.

To fully understand the ramifications of this Order, one must also know that it was the Order of Judge Enrique A. Agana in 1976 that the Administrator establish a Foundation to administer the business of the Estate. That has been properly accomplished with a five-person Board of Directors responsible for the day-to-day operation of the Foundation. The documentation for the Foundation is on file with the Philippine Securities and Exchange Commission. The relevant agreements are between GAIA and the Foundation.

[QUOTING the WRIT:]

- 6) Ordering the Court sheriff, Atty. Jose E. Ortiz, and his Deputized Private Sheriffs to collect the sum of P3 Billion plus an interest of 7% Per Annum starting 1968 to present as damages sustained by the Tallano Estate implicated by the National Government and its agencies, the National Housing Authority, the Public Estate Authority, the Department of Public Works and Highways, the Philippine National Construction Corporation, the Manila International Airport Authority, the Land Registration Administration, The Philippine Port Authority, the Base Conversion Development Authority, the University of the Philippines while damages sustained by the landowner was determined by Sec. 101 and Sec. 102 of Land Registration Act 496. Likewise, the Court Sheriff and his Deputized Private Sheriffs are also commanded to recover and/or take over the following real properties land-grabbed by the private persons, by the Barangay officials and by the national Government and its aforestated government agencies as follows:
1. Land unlawfully occupied by Philippine Port Authority, the National Housing Authority, the Public Estate Authority, the Base Conversion Authority, the Manila International Airport Authority, the Philippine National Construction Corporation.

2. Land unlawfully occupied by squatters, homeowners association, and other private persons located in Quezon City, Antipolo, Marikina, Taguig, Paranaque, Pasay City and particularly from private persons, namely: Bonifacio Regalado of Fairview, Quezon City, Jose and Antonio Suzuaregi of Old Dalara, Quezon City, Mareial Fucundo and other persons found occupying the Tallano Estate;
- 7) Ordering also the Sheriffs to collect/withdraw/confiscate all Gold Bullion including its cash deposits which are in the account of the late President Ferdinand E. Marcos, who was a lawyer for the clan, and either presently deposited in Central Bank, any Philippine bank here in the country or any foreign bank outside the country, including the account of the then Reverend Jose Antonio Diaz or Col. Severino Garcia Sta. Romana, while all deposits either gold or currency found deposited in the account of Dr. Alejo Rizal Lopez has been re-conveyed to and in favor of the Tallano Estate, so the same, should be recovered in favor of the Tallano clan;
- 8) Ordering the Sheriff to deputize the NBI, PNP, and Philippine Army to assist the recovery assigned.
- 9) This FOURTH ALIAS WRIT OF EXECUTION, POSSESSION AND DEMOLITION has imprescriptibility [cannot be taken away] clause until the said P3 Billion pesos including its interest has been fully collected and until the reconstituted copies of the subject land titles has been issued accordingly in favor of the Tallano clan, in as much as both Department of Justice and the Land Registration Administration has no objection over the issuance of the Reconstituted owner’s original and duplicate copies of Oct No. T-01-4, TCT No. T-408 and TCT No. T-498, Annex A, and remain enforceable until it has been fully complied with.

SO ORDERED,

Pasay City, March 7, 1995

Signature & Seal

HON. SOFRONIO C. SAYO
Presiding Judge

Copy Furnished:

Office of the Hon. Solicitor General
Amorsolo St., Legazpi Village
Makati, Metro Manila

Mrs. Imelda Romualdez Marcos
P. Gueva St., Little Baguio
San Juan, Metro Manila

The Bureau of Treasury
Department of Finance
Roxas Boulevard, Manila

[END QUOTING]

As the Foundation withdraws and sells its gold, it can pay property and real estate taxes that have become in arrears due to the government’s non-payment of the above fines and other compensation. Those taxes can flow into the municipalities where they can most quickly benefit the people. In addition, most of the “offshore deposits” made by President Marcos are dedicated to fund specific and identified projects and can be amicably released to the Foundation to be administered for their intended purpose.

The foremost, fundamental benefit offered by the Global Alliance Program and gold-based currency is: NATIONAL SOVEREIGNTY. Because gold-based currency IS “foreign exchange”, and because the nation, with the assistance of GAIA, can increase its money supply to a level commensurate with its needs and abilities to build itself, there is no further need for Foreign Investors, Foreign Loans (including IMF/WB), Foreign exchange reserves, Globalization, Budget deficits, Balance of payments, Money from exports, or to “compete” with neighbor nations for the money of foreign investors, lenders, or tourists.

Nor is there any need for an Individual income tax, or a Value Added Tax, Currency fluctuations, Inflation, High interest rates, Foreclosures, Unemployment, or casino-type Stock and Bond markets.

Each nation will have plenty of money for: Schools, Homes, Hospitals, Libraries, and Public buildings and Sports facilities; well equipped and well-paid Fire and Police forces, Coast and Forest patrols, and a well-trained, well-equipped Military; Roads & Highways, 1st class Ports and Airports, fast-craft Ferries and Hovercraft, adequate Rapid Transit and Railroads; Waste management systems that recycle, utilize, and value-enhance waste; a complete Electricity grid and more non-polluting hydro generating facilities, Irrigation and Culinary Water Distribution and Recovery systems, a national Communications Network, Employment at adequate wages for everyone who can work (rebellion, corruption, crime, gambling and drugs are less “necessary” in a prosperous society), the return of overseas workers to even better jobs in their home nation, and Reforestation programs for those areas that have suffered deforestation (the remainder of pristine growth can be saved and the need for lumber can be supplied by plantations).

GAIA is an “alliance association”, ready, willing and able to serve the global community without assistance from such institutions as the International Monetary Fund, the World Bank operations, or the Federal Reserve or U.S. Treasury.

IT IS HEREBY RESOLVED that a copy of the stamped document returned by the Recorder of Clark County, Nevada will be included as a part of each information package provided to DEEDholders.

IN WITNESS WHEREOF, the undersigned have executed and sealed this authorization as of the date hereof.

For the Corporation, dated at Makati, Manila, the Philippin es, this 3rd day of December 2003.

{See image of signature page embedded in the top right corner of this page}

E.J. Ekker, President & Director

Doris Ekker, Secretary & Director

Ronald Kirzinger, Executive Vice President, Witness

SEAL

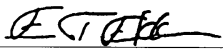
Each nation will have plenty of money for: Schools, Homes, Hospitals, Libraries, and Public buildings and Sports facilities; well equipped and well-paid Fire and Police forces, Coast and Forest patrols, and a well-trained, well-equipped Military; Roads & Highways, 1st class Ports and Airports, fast-craft Ferries and Hovercraft, adequate Rapid Transit and Railroads; Waste management systems that recycle, utilize, and value-enhance waste; a complete Electricity grid and more non-polluting hydro generating facilities, Irrigation and Culinary Water Distribution and Recovery systems, a national Communications Network, Employment at adequate wages for everyone who can work (rebellion, corruption, crime, gambling and drugs are less "necessary" in a prosperous society), the return of overseas workers to even better jobs in their home nation, and Reforestation programs for those areas that have suffered deforestation (the remainder of pristine growth can be saved and the need for lumber can be supplied by plantations).

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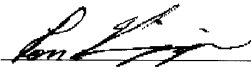
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E.J. Ekker, President & Director


Doris Ekker, Secretary & Director


Ronald Kirzinger, Executive Vice President, Witness



Philippines Perspective

By Doris Ekker
Manila, Philippines

11/22/03—#1 (17-98)
SAT., NOV. 22, 2003 7:21 A.M. YR 17, DAY 98

RE: UPDATE ABOUT MISCELLANEOUS
EVENTS AND TOPICS—DJE

CONTACT?

Back in press? We have an issue planned for December 3, 2003. By then we will have skipped three issues and will just extend the subscriptions by that much. Will we be back to a “normal” weekly schedule? Probably not until January and we have to wait until then to be sure.

UPDATE OF GAIA’S AGREEMENTS

We have in hand, just now, the Memorandum of Agreement (MOA) for which we have been pushing and shoving to get “finally” signed and sealed for registration/recording in our own files here and stateside. The paper sits now on our desk and EJ is working on a Public Notice to go with it. The MOA was terribly important to confirm that the Foundation is “IN BUSINESS” and has a CONTRACT which obligates it to operate as a business. Please be reminded that contracts are superior to even treaties and are to be protected by the courts. We can use the MOA in a variety of situations but it was far more necessary right now for the FDN.

The next step with the FDN will be for GAIA to buy two tons of gold from them. That will obligate them by contract to begin the withdrawal of the gold from the Central Bank. It may also stir up a hornets’ nest but with the political situation as unstable as it is here, we think it might slip by unnoticed. Regardless, it will give us justification to require that the FDN seek the help and advice of Judge Reyes, who is the only person in a position to ORDER (complete with Sheriff to enforce his order) the release of the gold.

We will need to do that immediately for the Judge is considering a resignation from the Bench in order to run for Mayor of some small city where he can also graft and corrupt. When we buy the gold and move it to the “Gold Bullion Depository”—already chartered and waiting—we will have given it what it needs for start-up.

Once the whole of the court orders are validated we can move smartly ahead and an inventory in the Central Bank of “FDN” holdings can be ordered for immediate accounting.

Do we expect it to all run smoothly? Do roses have thorns? Of course we don’t expect “anything” for we don’t know what other problems must be dealt with first. Our job seems to be to push on those problems until they are out of the way. If another crops up, we have to push on it. In the meantime, we are not permitted time to be distracted by ozonators and “light machines” that heal everything (or anything), or to bring anything new that could be helpful in the health improvement arena. When we get this program functional and working YOU can

petition for “backup” and DO IT YOURSELF.

We wrote about L-Carnitine which is a by-product of Lysine. It was, I believe, ordered in a quantity to make available to any of you readers who wanted some—prior to it going prescription (which it already has done in Manila as to packaging). We have found a little on hand in the Health Store but fading forever it seems. The notice was not run in the paper and therefore we have no notion of availability or service.

I will state that in those weeks since Cmdr. wrote of this and asked us to get some—I am 99% improved in every way. I have lost some pounds, the heart has stopped the sick arrhythmias, the blood flow is so much better that I can keep up a pretty good pace on our walks (which is the only way we have to get around here), and generally am so improved as to also call it a miracle.

Therefore, whoever has it—we will take all that is left, pay for it with our SS and please ship it ASAP for our use. WE INTEND TO STAY ALIVE UNTIL WE GET THIS JOB DONE. By the way, and for future use in the paper when space is available, we should again run the information column on Gaiandriana. It will become recognized as an alternative to stem-cell uses.

We again honor Wendell Hoffmann and have great sorrow that he was unable to live long enough to see the evolution of his work.

We will also continue to request the running of “Corporation” information regularly for in our work we must have access to that which facilitates full access to instant and immediate incorporation capability. The new Nevada law allows foreign incorporators and US citizens are not the only people in the world that can use some protection.

Ron K. is presenting the Mercier material in shortened form. He is not trying to convince anyone to do anything BUT “we” have to have that information to use to make sure our documents cover all details which can be otherwise circumvented by the mere declaration of a government agency, bank, court or otherwise. THESE ARE OUR TOOLS and, if YOU are to participate—these are YOUR tools.

For instance, in the focus on “income tax” regulations we [D&E] have no current interest. However, we have signed bank signature cards, we get Social Security, Medicare and so forth, we have drivers licenses, etc., so we are IN THE SYSTEM. So be it and so what? When we were younger, did we overpay for those benefits? Had we not paid then, would not our children and grandchildren have to pay more than their share now? The “system” may seem unfair, and certainly is to young people now days, but there needs to be a system and it gets to be a challenge to figure out a better one.

I won’t speak of that further but please KNOW that we are doing it RIGHT! Not only that but we are doing it in one of the most corrupt places on the globe. Will we succeed? We have no doubt about that and further, since we can’t outguess God’s plan, we just keep plugging along, IN TRUTH, within all

legal guidelines and directly ahead.

RAMADAN

We have lots pending while awaiting the end of Ramadan (the month long Muslim holiday) November 28. Our friends from down south believe they have some gold to flow right into the new Bullion Depository. And the “Kings”? Who knows? And the court ordered assets, ready in demand for collection, enough to serve virtually all of the non-G8 nations.

We have no dreams of some kind of going back to “how it was”. We no longer have any wish to simply “go back to how it WAS”. Our lives are in danger EVERY DAY simply because we are Americans and with Homeland Security, it is no longer “how it was”. Did YOU ever think we would arrive at this? Neither did we!

UPDATE ON NEW “FLABBERGASTS”
OF THIS COUNTRY

Today the HEAD of the Finance Department QUIT. He is to be followed on by the HEAD OF TREASURY (we are told) and the BUDGET Secretary. They refuse to participate further in the Government confusion and deliberate destruction of the nation (so reported). THIS cannot be other than very GOOD NEWS for “our team” even if we don’t know what it is all about, Alph. We received an anonymous “Analysis” saying that Vice President Guingona is acceptable to both the people and “core middle class”, especially to run a “transitional government” pending elections in May if GMA Administration collapse. We think that might be OK.

Of course it will DRAG on and on until the country is deeper in debt as is being attempted as I write. But, it has reached a point where no one wants to offer more CREDIT because there is no visible way for repayment and the IMF is all but non-operative here and all interest rates from these segments are now “out of sight” on these loans for the purpose of “just making it TO 2004” while never-minding what might come beyond. That’s OK, too, just another zero on the end of the number on the DEED.

TO YOU WHO ASK ABOUT
THE UTAH RANCH

Thank you for inquiring. There, too, we are saddled with “wait and see”. We were just forwarded a letter from the firm of Gerry Spence THIS MORNING from the “sisters”. That too will HOLD nicely—best news we could possibly have received. The “ranch” can sit now, through the winter, as there is little LEFT to be thieved, destroyed or hurt. Actually, everything thus far that has been “ripped from us” has turned out to be better than we could ever have imagined at the time of “happening”. So, will the END justify the misery and the means of success in this program—YES!

LAW AND ORDER, ESP. CONSTITUTION

Please don’t think that we keep burdening you with things of Philippine Law and Order to amuse ourselves. This place is an absolute REFLECTION of the United States of America in its corruption, fraud, destruction of the Constitution and you name it. If we EVER change again to positive possibility of FREEDOM, we WILL go back to Law and

love and compassion in your hearts that you have been guided to extend the same to our people and for perseverance that you have shown which enabled you to reach our distant shores.

Surely, God's long and caring hands has guided you and has brought you here in our country—the Beloved PHILIPPINES and given us heavenly manifestations that you are His answer to our prayers. The GAIA has renewed our hopes and strength to move on as we endeavor to be worthy of your assistance and make us partners in our intentions of making the world a better place. We are grateful to have been “touched” through the information package and we desire to have more of it as these things are meant to boost our confidence and put us on the right track. We do hope and pray that you continue to be the real persons that you are and that you take pride in doing the Lord's work. Surely, you are worth more than all the gold in the world. Here's wishing you the best, and may your tribe increase!

XXXXXXXXXXXXXXXXXXXX
Sultan na Puti III Datu na
Mabinuligon
King of the Aeta Tribe

XXXXXXXXXXXXXXXXXXXX
Sultan na Intembang Datu na
Insenantan
King of the Manobo Tribe

[And next:]
Dear Mr. E.J. Ekker,

As mandated by law, we shall join these million of voters to choose our leaders. In the past, we have elected as president a brilliant lawyer and parliamentarian, but, this nation ended up at the declaration of Martial Law. We elected a military general, veteran diplomat and economist, but, we landed 11th place in the world and number 2 in Asia as the most corrupt country.

Greed and selfishness are polluting the air of our society. Mindanao would remain a theater of war orchestrated like a "game of the generals". The rules of the strong shall be our graveyards.

The time has come when we shall be asked to make a move. We, the GAIA Western Mindanao Deed holders, propose to establish political linkage with one of the presidentiables, that is Fernando Poe Jr., who is the clamor of the seventy percent (70%) voting populace.

Our stand may not be the position of GAIA; our only concern is how to make GAIA Programme work in this part of Southeast Asia. Our access to the 400,000 metric ton of gold at the Bangko Sentral ng Pilipinas would be determined by a president who has faith in our commitment to help the Muslim Filipino People and to the GAIA policies and program.

With cordial regards,

Dr. Mustapha P. Ballaho
Area Manager, GAIA WMAF

our organization will not be in vain but is now on the right track towards the salvation and redemption of our people. For so many years we have given the best of our efforts to the realization of the dreams and aspirations of our forebears; but the honest and lofty intentions and the unadulterated ambitions were not enough; that as we trekked our way towards the light at the end of the tunnel we realize that through the GAIA gold is still the God-given mineral which in its abundance and proper utilization shall serve as the balm to ease all ills of the body and the spirit.

At long last the search is coming to an end. The GAIA thru the able guidance and leadership of E.J. Ekker and Mrs. Doris J. Ekker has started presenting and simplifying the complex process for us. While we endeavor to qualify ourselves for the chance of being a partner and a worthy partaker of God's blessings, we are taking this rare chance to express to you our gratitude for the real persons that you are, for the

the natives will now find their way into the noble and rightful road to peace, progress and happiness through your facilitation.

Please accept our heartfelt thanks for all the guidance, the know-how's and how-to's that you could be of help to us with our combined efforts to deliver our country, the Philippines from financial bondage and the forthcoming accommodations you may do for us in the future and in order for us to help also different countries althroughout the world. This greatness will always stay in the hearts and minds of our people.

Very sincerely yours,

XXXXXXXXXXXXXXXXXXXX
Chief Personnel Specialist
Governor, Legal & Inspection Group
for Administrative Affairs
 [END QUOTING, End Article]

SYNOPSIS OF GEORGE MERCIER’S *INVISIBLE CONTRACTS* PART ONE OF A TWELVE-PART SERIES (Pages 1-88)

By Ron Kirzinger

WARNING: WHAT YOU ARE ABOUT TO READ IS HAZARDOUS MATERIAL. PLEASE DO NOT ACT ON THIS INFORMATION WITHOUT ACCEPTING FULL RESPONSIBILITY FOR YOUR OWN ACTIONS.

OVERVIEW

Most people reading this have long been aware that there is little freedom in the “land of the free” (with its highest per-capita prison population in the entire world) but it is doubtful that many are yet aware of precisely HOW Americans and other subjects of the Crown (or other governments following the statutory system of law) have been enslaved. The uncomfortable truth is that this has been accomplished BY THEIR OWN AGREEMENTS.

(For those who cannot see that Americans are, in fact, subjects of the Crown: Who granted rights to whom following the War of Independence? If the King granted the colonists their rights, who really won the war? Does the winner or the loser of a conflict establish the terms of the peace that follows? If you are still in doubt, please do the research and you will come to a correct conclusion, in line with the presentation that is to follow.)

The subject of this series is principally a 745-page letter written by George Mercier to a Mr. Frank May sometime after August 1984, which was privately published as a book entitled *Invisible Contracts—The Frank May Letter* in December 1985. It is worth noting here that neither this book nor a subsequent one by the same author entitled *The Agony and the Ecstasy* is available through bookstores at this time. From what I have seen of it (just two out of seventy-two portions found adrift on the Internet) the latter work appears to provide confirmation of many wild-sounding statements of Dr. Peter Beter, with whom readers may be somewhat familiar.

Due to the lack of precious space available to present this material in its entirety at this time, this series will attempt to provide the reader with the working knowledge derived from it by my own interpretation and synopsis, which is by definition incomplete. Readers are strongly encouraged to obtain the original work for their own direct evaluation and reference.

The HTML files upon which this synopsis is based are divided into thirteen sections covering the first 565 pages of the book. The two final “chapters”—

comprising pages 566 through 745 of the book and entitled “An Endless List” and “Epilogue”—have not been found anywhere in the public domain. The first two chapters (“The Armen Condo Letter” and “Introduction”) are covered in this, Part One of the overall synopsis.

THE ARMEN CONDO LETTER

The lengthy letter to Frank May that is the subject of this synopsis was preceded by a much more succinct letter from George Mercier to a “tax protester”. An unknown author provided the following background information in his introduction to Mercier’s work.

[QUOTING:]

In August, 1984, Armen Condo, Founder of Your Heritage Protection Agency (“YHPA”) was being prosecuted by the Federal Government under numerous tax related statutes, as well as other collateral charges such as mail fraud.

The YHPA is still (the record holds to this day), the largest organized tax protester group to ever have existed in the United States (with respectful deference to our Founding Fathers and innumerable fellow unsung “tax protester” patriots living and laying their lives on the line in the 1700s for our benefit today). In its heyday in the 1970s/1980s, the YHPA’s dues-paying membership reached well into the 20,000 to 30,000 range, before it was ultimately brought into a state of non-existence through the intervention of strongly persuasive federal influences.

The YHPA published a fairly thick newspaper, and continued on in their efforts for several years, with their primary focus based upon the illegitimacy of Federal Reserve Notes, contending thereon that receipt of said Federal Reserve Notes did not constitute “income,” therefore, no one receiving said notes was liable under federal income tax statutes. Although additional proprietary “tax protester” positions were routinely addressed, the YHPA’s primary focus remained centered around Federal Reserve Notes....

[Interrupt QUOTING]

At this point the unknown author digresses to explain his own deduction that the YHPA was probably a clever “sting” operation, designed to entrap its members. This portion of the background has been excised to save space.

[Resume QUOTING:]

...Against this backdrop, George Mercier wrote a

thoughtful advisory letter to Armen Condo in August of 1984, seeking to correctively alter the course Condo was then pursuing *vis-a-vis* his federal case, with the objective of the letter being oriented towards keeping Armen Condo out of a federal cage. And with respect to Armen Condo, the letter was a wash, as Armen Condo was highly unreceptive to its contents (being in an unteachable state of mind, and so he rejected it “*in toto*”); however, the letter did not stop there with Armen Condo. In fact, it somehow “exploded” into the general patriot pipeline/network, and was widely copied and circulated all across the country. (Although Armen Condo reacted adversely to the letter, it found a very receptive and appreciative audience amongst patriots across the nation).

One such copy of the letter found its way into the hands of Frank May, who subsequently wrote an intelligent and thoughtful letter to George Mercier, seeking an expansion of the enticing data contained in the Armen Condo Letter. Expansion he wanted—expansion he got, because George Mercier in turn wrote a reply letter to Frank May—a 745-page letter, which then became a privately published book entitled *Invisible Contracts—The Frank May Letter* (dated December 31, 1985)....

[END QUOTING]

What follows is the complete text of the letter to Armen Condo.

[QUOTING, emphasis added:]

August, 1984

Dear Mr. Condo:

I just received your periodical “YHPA” for March, 1984, which I had requested from your organization for the purpose of contemplating subscribing to it.

In analyzing the contents of your magazine, I found that the United States is apparently trying to:

1. Get a restraining order to shut down your operation;
2. Trying to get some incarceration out of you as well.

In trying to get a feel for your sentiments towards the United States for doing these things to you, I detected underlying feelings of anxiety and some resentment on your part. Therefore, what I have to say will only be of value to you to the extent that you are in a teachable attitude. I know that I am taking a shot in the dark by telling you things which follow, but I think it is important that someone inform you why you are on the “left side” of the issues and why and how **the United States is on the “right side” of the issues—and that the Federal Judge is merely enforcing private agreements that you continue to maintain in effect with the U.S. Secretary of the Treasury.**

By the time you receive this letter in August, the Judge may already have taken some action on the government’s petition for a restraining order against you—I do not know the present status of that action, but the information you need to know will be important to you either way the Judge rules. If the restraining order has been granted, I can show you how to get it reversed next January.

Before I identify the private agreement you continue to maintain with the Secretary of the Treasury (which agreement places you into a written, equity relationship with the United States), there is a fundamental principle underlying American jurisprudence you must be aware of as background material to understand what follows. This principle is a hybrid corollary and consistent

extension of the evidentiary doctrine that specificity in evidence will always overrule generalities in evidence, even when they are in direct conflict with each other. For example, the statement by one witness to a crime that...

“I saw a woman run around the corner, it wasn’t a man...” (and therefore the defendant, who is a man, isn’t the criminal).

That statement would be overruled by this statement from another witness...

“The person I saw run around the corner had long hair, a beard, and something like a tatoo on his neck...”

Hence, conflicts in testimony are always resolved by giving the greater weight to the most specific statements. This is also the way equity grievances in contract disputes are settled—the most specific, detailed clause governing the disputed circumstance is construed to be the statement meant to govern the disputed circumstances—even though broader, more general statements can be found in the contract and may favor the other party.

The principle that applies to your relationship with the King (the King being the United States—the *Constitution* being essentially a renamed enactment of English Common Law as it was at that time, with only additional restraints being placed on the King) is the principle that **private agreements will always overrule the Constitution and the Bill of Rights**. Thus, specific agreements governing individual circumstances will always overrule broad general clauses found in the *Constitution*. Or expressed in other words, it is irrational to allow someone to enter into a private agreement with someone, and then allow him to take a clause out of the *Constitution*—off point and out of context—and allow him to take that clause and use it to weasel, twist and squirm his way out of the agreement, all while retaining the financial gain the agreement gave him in the first place. This is irrational, and judges won’t allow it.

For example, let’s say that I hired you to come work for me as a computer design engineer for my computer company. When you started work for me you signed an agreement agreeing that all company information that you were exposed to while employed here, and all knowledge you acquired regarding impending new products and technologies being worked on here—you had agreed not to disclose, release or disseminate any such confidential information to any other person for a five year period after you left my employ for any reason. So let’s say that you have now left my company, and you start publishing and disseminating information you learned while here to my competitors. Your excuse for violating the agreement you signed earlier with me is that...

“Well, the *First Amendment* says I got freedom of speech and press...”

So now I take you in front of a judge and ask for a restraining order. Question: Does the *First Amendment* apply? The answer is no, it doesn’t. Restraining order granted. Reason: **Private agreements overrule the Bill of Rights**. In other words, one does not get to use the *Bill of Rights* to weasel out of private agreements, while retaining the gain that the agreement gave him in the first place. In the back of the judge’s mind is the following logic:

“Well, Mr. Condo... you entered into an agreement with Mr. Mercier to be an engineer for him, and under which you experienced financial gain or profit. Now that you don’t feel like honoring the agreement any

longer, you want to take a clause out of the *Bill of Rights* to work your way out of your agreement with Mr. Mercier, all while keeping the money he gave you under the agreement by working for him. This is irrational. Restraining order will have to be granted.”

Another example is this: Say that you are a convict sitting in a prison. The warden calls you upstairs and offers to let you go free if you sign an agreement. That agreement calls for parole checking, warrantless entry of your residence at any time, and you agree not to carry any guns. You sign the agreement and clear out of prison. A month later your car is stopped for speeding and a gun is seen half covered in the back seat. The officer charges you with possession of a concealed weapon. You argue *Second Amendment* rights during pretrial motions. The trial judge ignores your motions and sets a trial date. Question: Is the judge a fifth column commie pinko? No, he isn’t; he is merely enforcing private agreements. Here you signed an agreement and you experienced a gain (premature freedom). Now you want to take the *Second Amendment*, and use that to weasel and twist your way out of an agreement, all while retaining the gain (freedom) that the agreement gave you. This is irrational, and judges will not allow it, properly so.

You probably have heard it said that Federal Judges will tell defendants and counsel in Section 7203—Willful Failure To File criminal trials that...

“...**the Constitution does not apply here.**”

That statement shocks most people up a wall—but it is an accurate and correct statement. The Judge will never tell you why, though. Of all of the different Judges that I know who have blurted out that statement, none of the criminal defendants have ever pressed the Judge for an explanation as to why the *Constitution* does not apply. The reason why the *Constitution* does not apply is because the Judge is merely enforcing private agreements the defendant signed with the Secretary of the Treasury. The Judge is not a fifth column commie pinko. The agreement the Judge has in front of him is not the defendant’s 1040 or the defendant’s W-2/4; those are merely declarations of facts and no profit or gain is experienced by them. The real reason is as follows:

When new Federal Judges are hired (nominated by the President and later confirmed by the Senate) after hearings by the Senate Judiciary Committee—after they go through that hiring procedure in Washington—they are taken back to Washington and are taken into private seminars that are sponsored by the United States Department of Justice. It is in these seminars that new Federal Judges are taught and trained “how to” manage their criminal proceedings so as to avoid reversible error, i.e., absence of counsel and trial procedure, etc. They are taught and trained what the Supreme Court of the United States wants for perfecting due process. They are given Supreme Court cases to study—and sitting next to that new Judge in these seminars is their Appeals Court Justice (who will be auditing appeals coming out of their trial court), confirming that the information being taught and presented by Justice Department lawyers is true and correct and that “Things will be done this way.”

They are given a “Bench Book” to take with them, giving the new Judge guidance on handling problems as they arise on the bench. Finally, the interesting part comes: They are taught how to manage “Tax Protester” trials—violations of Title 26. Federal Judges have been instructed that the Supreme Court ruled in

1896 in a case called *Davis v. Elmira Savings*, 161 U.S. 275 that **banks are instrumentalities of the Congress**.

In other words, **the interstate system of banks is the private property of the King**. This means that any profit or gain anyone experienced by a bank/thrift and loan/employee credit union—any regulated financial institution carries with it—as an operation of law—the identical same full force and effect as if the King himself created the gain. So as an operation of law, anyone who has a depository relationship, or a credit relationship, with a bank, such as checking, savings, CDs, charge cards, car loans, real estate mortgages, etc., are experiencing profit and gain created by the King—so says the Supreme Court.

At the present time, Mr. Condo, you have bank accounts (because you accept checks as payment for books and subscriptions), and you are very much in an Equity Relationship with the King.

In the words of Supreme Court Justice Felix Frankfurter: “Equity is brutal, but we are merely enforcing agreements.”

Or in other words, Judges don’t like the idea of being thought upon as being mean gestapo agents—doing the dirty work for the King. They consider themselves as being struck between a rock and a hard spot—being asked to enforce agreements and without being given any valid reason as to why you should be let out of it—other than you just don’t feel like being incarcerated.

So what happens during these Willful Failure to File trials is that:

1. The Intelligence Division of the IRS surveys the local banks in the vicinity of the tax protester, and obtains copies of the protester’s signature card and financial transactions statements from the bank.
2. At the time the U.S. Attorney requests the Judge to sign the Summons, the Judge has been presented with your bank account information. So now during the prosecution the Federal Judge is sitting up there on the bench with your agreement with the King in front of him while the tax protester argues:

“Well, Judge, the *Fourth Amendment* says...”
“Judge, the *Fifth Amendment* says I don’t gotta...”
Are you beginning to see why the Judge is prone to experience frustration and blurt out “the *Constitution* does not apply here!”?

Meanwhile, the Judge is ignoring all constitutionally related arguments and denying all motions.

If you would go back to your bank and ask the manager to show you your signature card again, in small print you will see the words:

“The undersigned hereby agrees to abide by all of the Rules of this Bank.”

Have you ever asked to see a copy of the bank rules? If you have, you will read and find out that you agreed to abide by all of the administrative rulings of the Secretary of the Treasury, among many other things.

What is really happening in these Willful Failure to File prosecutions is that the Judge is operating on the penal clause to a civil contract. And since you have agreed to be bound by Title 26, what difference does it make whether or not Title 26 was ever enacted by the Congress? **A contract does not have to be enacted by Congress—in whole or in part—in order to make it enforceable.**

As for the actual taxation itself, what happens is that the King creates a “juristic personality” at the time you open your bank account. And it is that juristic

personality (its income and assets) that the King’s Agents are “excising” back to the King. But in any event, the taxing power of the Congress attaches by contract or use of the King’s property. The Congress does not have the jurisdiction to use the police powers to raise revenue.

That is the proper way (the ideal Alice in Wonderland way actually) to collect taxes, and that is the procedure by which Federal Judges are enforcing the law—not by ruling over gestapo Star Chambers.

(I have some reservations on the *modus operandi* of Federal Judges to the extent that the Supreme Court mentions over and over again that:

“Justice must satisfy the appearance of justice” (Offutt vs. U.S., 348 U.S. 11) and that when a man is thoroughly convinced that he is on the right side of an issue—a man like Irwin Schiff—that justice has not satisfied the appearance of justice unless the criminal defendant is aware that he did wrong. And on these tax protester trials, that requires a sentencing hearing lecture by the judge to the defendant on why and where the defendant did err. So I disagree with the *modus operandi* of Federal Judges to this extent.)

I am not going to spend any more time on this subject just right now—other than you should be cognizant by this point in the letter that you are on the left side of the issue—and that the King’s Agents are not working a great evil by going around the countryside asking people to stop defiling themselves by dishonoring their own agreements with the King.

So, in conclusion on this issue, **if the 16th Amendment were somehow repealed tomorrow morning at 9:00 a.m.—it would not change a single thing** (other than the IRS would have to start giving people a correct presentation of the law to justify the taxes). The IRS and the excise tax on juristic persons would continue on as usual.

As it pertains to the proposed restraining order the King’s Agents are trying to get against you and your alter ego, please get a copy of the Complaint filed by U.S. Attorney Charles Magnuson dated January 31, 1984—and turn to page 9. Examine the last five words in paragraph “b”:

“...under the Court’s equity powers.”

This petition by the United States for a restraining order against you is legitimate to the extent that you are in written contractual equity with the King.

When you trace back the genealogy of your signature on your bank card, you will find that you agreed to be bound by Title 26, and under Section 7202 you agreed not to disseminate any fraudulent tax advice. And the concept that Federal Reserve Notes are not taxable instruments of commerce—for any reason—when the person has a written agreement with the King saying that FRNs are taxable—this concept is in fact fraudulent.

I would encourage you, Mr. Condo, to prove me wrong. You can prove me wrong by asking the Judge:

“Please identify the instrument I signed, Judge, which creates an attachment of equity jurisdiction between the United States and me.”

The Federal Judge probably is not going to want to disclose what document it is that you executed which created the attachment of equity jurisdiction. They have been asked not to let the cat out of the bag. The IRS handles this “bank account = equity relationship” on a military style “need-to-know” only type basis. You can file a *Mandamus* in the Circuit Court of Appeals or petition for a *Subpoena Duces Tecum* returnable against

the U.S. Attorney to compel discovery of what it is that you signed that created the attachment of equity jurisdiction the King’s Agents are now acting under in trying to get a restraining order against you. This type of equity jurisdiction always attaches by written consent.

If this restraining order has already been granted by now—then get rid of your bank accounts and file a petition for reversal next January—your arguments being then that you are not in an equity relationship with the King anymore. Then the *First Amendment* would apply then, but it does not apply to you now since **you are in an equity relationship with the King—and private agreements overrule the Bill of Rights.**

[END QUOTING]

Please note that the Secretary of the Treasury is presumed to be the “holder in due course” of all financial instruments. Can you see the magnificent importance of the publicly noticed 1996 agreement between the Secretary of the Treasury and GLOBAL ALLIANCE INVESTMENT ASSOCIATION? In essence, it now (subsequent to the 1996 agreement between the parties) appears that “GAIA”—not the Secretary of the Treasury—is the holder in due course.

INTRODUCTION

A certain Mr. Frank May, having read the letter from Mercier to Armen Condo—which was widely circulated in the (entirely unsuccessful) tax-protester circles of the time—made further inquiry and Mercier’s response was, to put it mildly, effusive. A 745-page letter exposed details of the true functioning of the legal system but was especially revealing of just how it is that the “King” retains control (jurisdiction) over his subjects.

Mercier expresses surprise that his presentation is not common knowledge: **“I was under the assumption that most folks already knew of the underlying evidentiary Commercial contract factual settings that Title 26, Section 7203 Willful Failure to File prosecutions are built on top of.”**

He specifies that while bank accounts are not the exclusive means of identifying equity relationships with the King, they often provide all the evidence required: “...those Commercial contracts are more than strong enough to warrant incarceration on mere default therein. Since the nature of bank accounts involves the evidentiary presence of written admissions, together with the acceptance of Federal Commercial benefits therefrom, the presence of reciprocity expectations contained therein, and other factors, **bank account instruments are conclusive evidence of Taxpayer Status by virtue of participation in the closed private domain of Interstate Commerce.... Bank accounts are the highest and best evidence ‘Cards’ the King has to deal with**, even better than old 1040s, and so that bank account evidence should be the very first slice of evidence to go when an Individual has concluded within himself that a change in Status is now desired.... So if a **person**, seeking a shift in relational Status to **individual**, is unwilling to first get rid of his bank accounts, then talking to him about anything else is an improvident waste of time.”

That last statement probably deserves some explanation. Contrary to common usage, a “person” is of juristic personality: a fiction, a corporation, WHOSE RIGHTS DERIVE FROM THE KING’S LAW. In courts, an appearance “in proper person” means an appearance as and for—and as surety for—the fictional, juristic person. If the court metes out a penalty against

the fictional, corporate, juristic person—YOU, the individual held responsible for the fiction, will be caused to suffer that penalty.

The living, breathing YOU are NOT the “person” defined by statutory law. The real question is: How did you get so inextricably bound to this “straw man” “person” that you believe yourself to be “it”? Needless to say, the courts are very good at presuming and any presumption not rebutted—STANDS. After all, you do have pretty much complete control over your fictional “straw man”, so why should you not be held responsible for ITS contracts?

Quoting from Peter French’s work, *The Corporation as a Moral Person* (published in 1979:

“Following many writers on jurisprudence, a juristic person may be defined as an entity that is subject to a right. There are good etymological grounds for such an inclusive neutral definition. The Latin “*persona*” originally referred to *Dramatis Personae*, and in Roman Law the term was adapted to refer to anything that could act on either side of a legal dispute... In effect, in Roman legal tradition, persons are creations, artifacts, of the law itself, i.e., of the legislature that enacts the law, and are not considered to have, or only have incidentally, existence of any kind outside of the legal sphere. The law, on the Roman interpretation, is systematically ignorant of the biological status of its subjects.”

Mercier poses the question: “What rights does the King have to incarcerate a Person for a mere circumstantial omission that is in want of both a *mens rea* [criminal intent] and a *corpus delicti* [substantial evidence of a crime]... the criminalization of a non-event that never happened?”

Let’s juxtapose this against what “the system” did in shutting down the distribution of health products by a small Nevada company, a case with which most readers have some familiarity. When that happened, I was absolutely shocked by the attorney’s statement that it hasn’t been necessary to show *mens rea* in federal criminal prosecutions for well over sixty years! WHAT? Although I never studied law beyond first-year courses, I was always taught that there can be no crime without a criminal mindset, something that rang and still rings as true. But sure enough, a little research reveals that people have been prosecuted for crimes without *mens rea* since 1938. HOW CAN THIS BE?

How does Mr. Mercier answer the question he posed?

[QUOTING:]

...[T]he United States had written Commercial contracts entered into wherein Mr. Condo agreed... [to be bound by all of the laws of the UNITED STATES].... Those contracts the United States was operating on were Mr. Condo’s bank accounts.

Furthermore, to aggravate the just plain “wrongness” of Mr. Condo’s position, those contracts were entered into by Mr. Condo in the circumstantial context of Mr. Condo’s attempting to experience monetary profit or gain through the operation of those contracts. In other words, there had been an exchange of financial Consideration (benefits) involved, and **in Contract Law, the exchange of valuable Consideration (benefits) is of particular significance.**

This Consideration requirement is a correct Principle of Nature, because it is immoral and unethical to hold a contract against a Person under circumstances in which that Person never received any benefits from out of it.

It has to be this way, otherwise the Judicature of the United States would be working a Tort (damage) on someone else. So simply giving the other party some up front Consideration, which is generally \$10 in cash, separately and in addition to any other benefit the contract may call for, will vitiate and deflect any attack against the future enforcement of that contract on the grounds the other party never experienced any benefit from it (the attack is called Failure of Consideration).

This Consideration (meaning some practical benefit being exchanged or some operation of Nature taking place) can also originate from third persons not a party to the contract.

The word Consideration has so many different meanings that anyone trying to use the word instructionally finds themselves starting over from scratch in the presentation of a definition.

Under some circumstances, successive Promises cascading down from existing contracts can be deemed to be good and valuable Consideration. **Harnessing the element of fraud to inure to your benefit is powerful stuff in that it vitiates contracts whenever it makes an appearance in a factual setting predicated upon contract**; and likewise, when contracts are up for review and judgment, the element of Consideration is also so important that the mere absence of it nullifies the judicial enforceability of any factual setting alleging the existence of contractual liabilities. **As the presence of fraud vitiates contracts, so in a similar manner does the absence of Consideration nullify contracts.**
[END QUOTING]

In a footnote, the importance of Consideration is summarized as follows: **“understanding Consideration (the acceptance of benefits) is the Grand Key to unlocking the mystery as to why some of the King’s Equity hooks are so difficult to pull out of you”**.

Armen Condo had a bank account and his signature opening that account established a contract with the bank. The bank’s charter was federally derived and all customers agreeing to abide by the bank’s rules were, at the same time, agreeing to be bound by all of the laws of the UNITED STATES (corporation).

The manager of the small health-products company mentioned earlier did not commit a crime when she established her personal bank account—but she exposed herself to statutory law, whereby she could commit a crime even without the elements of *mens rea* or *corpus delicti*.

The UNITED STATES (corporation) simply changed its “bylaws” to require that colloidal silver labeling include the phrase “dietary supplement” and to cause the making of any claim of therapeutic benefit to result in classification of the “dietary supplement” as a DRUG. DRUG dealing is generally accepted as a crime and thus, as a result of a change in “bylaws”, corporate members (“persons”) dealing in such “misbranded drugs” became subject to prosecution.

GUILTY AS CHARGED? Well, the “person” was—by “virtue” of the manager’s straw-man contract(s) with the UNITED STATES corporation—and the INDIVIDUAL acting as surety for the juristic person paid the price. OUCH!

The \$64,000 question: COULD THIS UNFORTUNATE CIRCUMSTANCE HAVE BEEN AVOIDED? By the end of this series, I believe the reader will see that a recurrence of this unfortunate scenario can be preempted through proper management and arrangement of one’s affairs. Too late smart? Let us hope that we learn our lessons.

The natural reaction of a living, breathing human to the personal damage caused by the artifice of statutory law, as in the preceding example, is: “Oh, what happened is so wrong, so very, very wrong.” We KNOW the result was MORALLY wrong because we FEEL it. Statutory law, on the other hand, is absolutely AMORAL. When it comes to contracts, “only the content of the contract is of any relevance in resolving the issue”.

Damages done to another without a contract in effect constitute a TORT. As Mercier puts it: “Questions of damages, and lack of damages, of the *mens rea* criminal intent, of fairness, of risk assumption, of equity, and equality are all reasoning and arguments reserved for a Tort Law judgment setting.”

On the other hand, where a contract exists grievances are settled in a Contract Law (Equity/ Admiralty) setting. In George Mercier’s words: “In these Equity contract enforcement proceedings, questions of morality, of Torts, of basic reasonableness, of pure natural justice, of fairness, of mental intent, of the presence of a *corpus delicti*, of privacy rights, of equality between this instant Defendant and other previous Defendants and the like, are all irrelevant.”

Using Tort Law reasoning in a Contract Law setting (all UNITED STATES courts, for example, as indicated by the yellow-fringed flag indicating Admiralty jurisdiction) results in “profound consequences”, according to Mercier. No matter how WRONG you might think a statutory-law ruling is, it is absolutely RIGHT (in most cases) according to the terms of the real contracts in play. The problem—as Mercier reveals throughout his letter—is that many of the most important contracts we enter into are INVISIBLE.

It appears from the context of his writings that George Mercier was well connected with the Church of Mormon. While readers probably have little use for any “-ism”, some of what Mercier has to say, relating to contracts with our Heavenly Father, might still be of interest:

“For example, if you simply cannot handle a difficult Contract or do not want the responsibility that such a difficult Contract carries along with it—then that is fine, as Father has a Kingdom for you; and if this idea of spending Time and all Eternity in the midst of clowns who also cannot handle Contracts intrigues you, then I would suggest that you explore the possibility of terminating further interest in this Letter.”

On the issue of personal responsibility, Mercier expounds:

“One of the dominate themes of this Letter is individual responsibility, and correlative to that, it is my proposition that Gremlins can actually never succeed in forcing deception on others. The reason why is because deception has to be first created, then conveyed, and then accepted by others—then only can deception succeed. Deception can only find fertility in a human mind to the extent that mind is receptive to it; similarly, in a sense, it actually takes two people to manufacture a successful lie: The first to utter the lie, and the second to accept it as such.”

One of the biggest lies of modern times—the supposed justification for the UNITED STATES to invade a sovereign foreign nation, Iraq—has not been very well accepted by the vast majority of the world’s people. In the fascist, legislative democracy that America has become, it only takes a majority (and not even that considering the effect of “public” media) to accept the lie causing the most unfortunate of

consequences to unfold. While the following subject addressed by Mercier is somewhat off-point with regard to the general discussion of law that is our primary focus, it deserves coverage because of the current “War on Terrorism”. The seminal event that drew the UNITED STATES into what became World War Two was the “surprise” attack by the Japanese on Pearl Harbor. Readers may already be aware that the attack itself was no surprise, so the following excerpt may just be added to prior knowledge to confirm that assessment.
[QUOTING:]

One example of someone, not a Gremlin, who associated circumstantially with Gremlins and learned in advance of the intended outcome of some of their sneaky maneuverings for conquest and damages, was an Episcopal Minister by the name of Edward Welles. Bishop Edward Welles was Rector of the CHRIST CHURCH in Alexandria, Virginia (the Church of George Washington). In his autobiography published in 1975, Bishop Welles had a few words to say about his brief interfacing with Gremlin Franklin D. Roosevelt, immediately prior to Pearl Harbor:

“Another of my friends was Norman H. Davis, president of the American Red Cross, who was elected to our Parish vestry. He was very close to President Franklin D. Roosevelt, and saw him frequently. On November 6, 1941, I had lunch with Mr. Davis in Washington, and learned of the approaching war with Japan, which would begin within five weeks. I was shaken, and asked Mr. Davis to urge the President to appoint a National Day of Prayer, and handed Mr. Davis a letter I had written to President Roosevelt on the subject. Mr. Davis did hand my letter to the President, who did appoint the following New Year’s Day as a National Day of Prayer. I was so moved by the luncheon revelations that later that very day, I sent out mimeographed postal cards to the congregation, stating: ‘The Rector is preaching a Sermon at 11 a.m. service Sunday, November 9th, which he feels is sufficiently important to call to your attention. The Sermon will assess the desperate situation that confronts America this Armistice Day, and suggests basic Christian attitudes and actions.’

“On Sunday in the course of that Sermon, I said: ‘Few people realize how great is the possibility that we shall actually be at war with Japan within 30 days.’

“The congregation was deeply shocked. And in response to many requests my booklet of Sermons was reprinted with this Sermon added. 28 days after that Sermon came December 7th, the Japanese attacked Pearl Harbor, and the war was on.”—Edward Welles in his autobiography *The Happy Disciple*, at 62 (Learning Incorporated, Massette, Maine (1975)).

Bishop Welles, at that time, had no way of knowing that President Roosevelt’s advance knowledge of Pearl Harbor was due to FDR’s diligent and extended efforts to bring about that attack. Like others brought in from the outside, Bishop Welles was snared in a Gremlin’s web of intrigue by innocent circumstantial association.
[END QUOTING]

The “Gremlins’ web of intrigue”, of course, continues to this day, only now it is becoming increasingly obvious to larger numbers of people.

In the next installment we will resume with Chapter Two of *Invisible Contracts*: Third Party Interference With a Contract.

The News Desk

By John & Jean Ray

ISRAELI POLICIES ASSAILED EX-SECURITY CHIEFS SAY TREATMENT OF ARABS 'DISGRACEFUL'

By Molly Moore, *The Washington Post*, 11/15/03

JERUSALEM—Four former chiefs of Israel's powerful domestic security service said in an interview Friday that government actions and policies during the 3-year-old Palestinian uprising have gravely damaged the country and its people.

The four, who headed the Shin Bet security agency from 1980 to 2000 under administrations that spanned the political spectrum, said Israel should end its occupation of the West Bank and Gaza Strip. They also said that the government should recognize that no peace agreement can be reached without the involvement of Palestinian leader Yasser Arafat and that it must stop what one described as the immoral treatment of Palestinians.

"We must once and for all admit that there is another side, that it has feelings and that it is suffering, and that we are behaving disgracefully," said Avraham Shalom, who headed the security service from 1980 to 1986. "Yes, there is no other word for it: disgracefully. ... We have turned into a people of petty fighters using the wrong tools."

The men's statements to Israel's largest circulation Hebrew-language daily newspaper, Yedioth Ahronoth, added to recent public criticism of Prime Minister Ariel Sharon by some Israeli political, military and civic leaders over his inability to stop attacks by militants or negotiate peace.

Members of the Sharon government said they would not comment officially on the statements.

"I don't want to add more fuel to this," said a senior government official, who would speak only on condition of anonymity. "These, of all people, should have known this is the worst time to conduct public debate on these issues."...

Maj. Gen. Ami Ayalon, who headed of the agency from 1996 until 2000, said, "We are taking sure and measured steps to a point where the state of Israel will no longer be a democracy and a home for the Jewish people."

Shin Bet is Israel's dominant domestic security and intelligence service, with primary responsibility for the country's anti-terrorism efforts. It often plans and directs armed forces operations, including raids into Palestinian towns and villages in search of alleged terrorists, assassination of suspected militants and interrogation of suspects.

The four former Shin Bet leaders acknowledged the contradictions between some of their past actions as security chiefs and their current opinions.

"Why is it that everyone—[Shin Bet] directors, chief of staff, former security personnel—after a long service in security organizations become the advocates of reconciliation with the Palestinians?" asked Yaakov Perry, whose term as security chief from 1988 to 1995 covered the first Palestinian intifada. "Because they were there. We know . . . both sides."

The security chiefs denounced virtually every major military and political tactic of the Sharon

administration. In recent weeks, the country's top general has criticized Sharon's clampdown on Palestinians in the West Bank, active and reserve air force pilots have publicly declared the military's use of missiles and bombs to kill militants in civilian neighborhoods to be "immoral" and activists have initiated independent peace proposals.

Perry said the country is "going in the direction of decline, nearly a catastrophe" on almost every level—economic, political, security and social.

"If something doesn't happen here, we will continue to live by the sword, we will continue to wallow in the mud, and we will continue to destroy ourselves," he said.

The four men said Israel should be prepared to initiate a peace process unilaterally rather than wait for the Palestinians to bring a halt to terrorism, a Sharon prerequisite for negotiations.

"As of today, we are preoccupied with preventing terror," Gillon said. "Why? Because this is the condition for making political progress. And this is a mistake."

The group was particularly critical of Sharon's attempt to sideline Arafat and declare him "irrelevant."

"It was the mother of all errors with regard to Arafat," said Shalom, who has worked as an international business consultant since leaving the government. "We cannot determine who will have the greatest influence over there. So let us look at the Palestinians' political map, and . . . nothing can happen without Arafat."

Israel should "stop talking about a partner already and do what is good for us," said Perry, a bank chairman and businessman.

MIDEAST PANS BUSH'S CALL FOR DEMOCRACY

By G.G. LaBelle, *Newsday*, 11/08/03

CAIRO (AP)—Iran told President Bush to mind his own business Friday after he called for greater democracy in the region. Equally caustic views were expressed by commentators throughout the region.

While some commentators emphasized that most people in the Middle East genuinely want democracy, Bush's preaching on freedom aroused resentment in a region where the United States has waged war on Iraq and is accused of siding blindly with Israel against the Palestinians.

Iranian Foreign Ministry spokesman Hamid Reza Asefi condemned Bush's speech, delivered Thursday in Washington, as an "obvious interference in Iran's internal affairs," the country's Islamic Republic News Agency reported.

"No individual, or group, has ever commissioned Mr. Bush to safeguard their rights . . . and basically, keeping in mind the dark record of the United States in suppressing the democratic movements around the globe, he is not in a position to talk about such issues," Asefi was quoted as saying.

Few other Middle Eastern governments had immediate reactions because Bush's speech came Thursday night in the Middle East when Muslims were

breaking their daytime fast in the holy month of Ramadan—and on the eve of the main weekly Islamic day of prayer.

But newspaper editorials and columnists throughout the region, while praising the merits of democracy, said Washington either could not or would not help freedom flourish in the Arab world.

"Arabs want democracy. They hate their corrupt regimes more than they hate the United States," wrote Abdul Bari Atwan, editor in chief of the London-based Arabic daily Al-Quds Al-Arabi.

"But they are not going to listen attentively to the speech of the American president, first because the consecutive American administrations, in the past 50 years, supported those regimes . . . and because all true democracies in the world came as a result of internal struggle, not due to foreign intervention, particularly American."

In its Friday edition, an editorial in the leading Lebanese daily An-Nahar described the speech as "very attractive words" but said: "Exposing the region's ills is useless. We already know them . . . What is required is a realization that the underlying problem continues to be Palestine and the obscene American bias for Israel and against Arabs."

SAUDI REFORMERS FACE RESISTANCE IN PROVINCES

By Evan Osnos, *Tribune*, 11/19/03

BURAYDAH, Saudi Arabia—The Saudi government's reform message is the same in Buraydah as it is in Riyadh, and it blares from the central mosque of this provincial city: "Do not allow rivers of blood to flow in the land of the Prophet."

But as Saudi leaders struggle to forge a stable future for their troubled kingdom, they face a yawning gap between the agenda in the capital and the fundamentalism still fiercely protected in much of the country.

Just three hours' drive from Riyadh's shimmering palaces and bold pronouncements, this is the other Saudi Arabia.

Buraydah is home to the kind of anger that feeds a growing guerrilla campaign by Islamic militants. After years of insisting that extremism is not a problem here, Saudi leaders now are calling for urgent reforms to combat religious fanaticism.

"We are governed by religion. We are not governed by anything else," said Abdullah, a 21-year-old theology student who stayed in the shadow of the Buraydah mosque after the Friday prayer crowds dispersed. "Even those in power who think they can govern us, they cannot govern us."

"The thing that will make someone, or make me, pack a car with explosives is that we know, deep down, that Americans are here to do what they did to Afghanistan and Iraq," said Abdullah, who declined to give his last name.

Saudi leaders argue that angry voices in places like this drab commercial city 200 miles northwest of Riyadh represent only a small minority of Saudi attitudes. Most Saudis condemn Islamist militant attacks of the kind that killed 17 people in a Riyadh suicide bombing Nov. 8.

But the leadership also knows that violent minorities speak with devastating consequences. For that reason, analysts say, the prospects for peaceful reform may hinge less on what is declared in the capital than on what is believed in the provinces.

"There is a gap between the elites and the reality in the streets," said Sulaiman Al-Hattlan, a columnist

for the Saudi daily Al Watan. “Change does not come by a political decision alone. The extremists have worked very hard for the last 30 years to set the social agenda, whereas the so-called liberals have done almost nothing.”

What is clear is that standoffs with the government are escalating in Saudi Arabia. Since May, when the bombing of a Riyadh housing complex killed 35 people, including nine attackers, security forces have raided dozens of farms, offices and homes across the kingdom’s 13 provinces in search of plots. The operations have led to the arrests of 600 suspected militants, authorities say, and a series of deadly shootouts with police.

Security forces also have seized guns and explosives in at least 12 raids from the western holy city of Mecca to the eastern provinces along the Persian Gulf. One senior Saudi official estimates that 300 Saudi members of Al Qaeda returned from fighting or training in Afghanistan and have enlisted another 2,000 new recruits at home.

No less important than the sheer number of guerrillas, however, is that militants have found havens in areas that resist government pressure to root them out. ...

In a region struggling to accommodate a huge generation of young people, Saudi youths are particularly underemployed, insular and restive. They are a vast target for militant recruiters: Two-thirds of the Saudi population of 18 million is younger than 25. Unemployment is more than 14 percent, affording a dwindling share of Saudis the chance to find stimulating work or to study abroad.

The result is a growing pool of aimless new graduates with degrees from local theology programs but few skills to engage the rest of the world.

Ushering that young generation away from hard-line clerics has become a matter of survival for the regime. In one initiative designed to combat intolerance, a new state-sponsored textbook depicts boys and girls studying together, something extremists consider a violation of Islam’s separation of the sexes. In another move, 2,000 clerics found to be promoting violence or xenophobia have been sent for retraining, the government says. ...

But as the push for reform grows, no subject is more controversial than Wahhabism, the puritanical Islamic school of thought that has dominated Saudi religious life for more than two centuries. It is named for the teachings of 18th Century Sunni cleric Muhammad bin Abdel-Wahhab, who rejected foreign influence and advocated strict adherence to the words and practices of the Prophet Muhammad laid down in the 7th Century.

Until recently the word was taboo, because most Saudis rejected the idea that Wahhabism was anything other than mainstream Islam. Also, the Saudi royal family owes much of its ascendancy to Wahhabi clerics—who provided the religious stamp on its leadership decades ago—so it stamped out any criticism. ...

While some intellectuals warm to the debate, the criticism of Wahhabism nevertheless provokes a furious backlash from many Saudis. Most Saudis, says al-Awajy, the Islamist lawyer, are not yet ready to question the basic religious fiber of the country.

“There is a vacuum between the people and the royal family,” he said. “The larger the vacuum between the people and the royal family, the less loyal the people will be.”

How can the Saudi government bridge the gap? As a start, in June, Crown Prince Abdullah held an extraordinary meeting of intellectuals and Sunni and

Shiite clerics that broached the subject of greater political participation and freedom of expression. What might seem like an empty gesture elsewhere drew wide attention in a kingdom unaccustomed to public participation. The government also has announced plans for the nation’s first municipal elections, though no date has been set.

But to the young bearded men who pour out of the main Al Rajkhi mosque in Buraydah on a hot November afternoon, those efforts to engage the Saudi people are misguided. They want the government to speak directly with militants, to discuss their grievances. Saudi leaders have dismissed that idea out of hand, saying they will handle militants only “with an iron fist.”

To theology student Abdullah, that “stubbornness” only begets more violence.

“Instead they use the sword and the gun, and the sword and the gun they will get,” he said.

WHEN IMAGES PUT A DAMPER ON BUSH’S PR PLANS

Molly Ivins, *Creators Syndicate*, 10/30/03

AUSTIN, Texas—There is something faintly risible about the American habit of thinking we can fix problems through better public relations. We seem to think a positive mental attitude and high approval ratings can solve anything from shingles to famine. Global warming? Spin that puppy right out of existence. Economy bad? Send the treasury secretary out to predict the creation of 200,000 new jobs a month—that’ll make everybody feel better.

We have public relations firms that specialize in business disasters—does one of your products turn out to kill people? Have you been putting asbestos in people’s homes for years? Are you a notorious polluter? What you need is a good PR firm—yes, my friends, a multimillion-dollar campaign to convince people that despite your current problems your firm is warm and cuddly, cares about the environment and supports the Boy Scouts. ...

I have enjoyed the Bush administration’s PR offensive. The White House’s touching efforts to try to get the media to report that the glass is half-full rather than half-empty have yielded several nuggets of black comedy. **Rep. George Nethercutt (R-Wash.) spent four days in Iraq and told an audience at home: “The story of what we’ve done in Iraq is remarkable. It is a better and more important story than losing a couple of soldiers every day.”**

Major oops. “Let’s ignore the dead soldiers” is not going to improve anything.

Sending out letters to the editor supposedly written by soldiers serving in Iraq reporting that everything there is tickety-boo didn’t work out well, either. The news that the letters had been sent without the soldiers’ knowledge or permission got considerably more attention than the letters themselves would have.

The administration’s efforts to spin the results of the conference in Madrid were equally unimpressive. Of the touted \$18 billion pledged, only \$4 billion is in grants—the rest is loans. They want it back.

Bush has been touting the cheerful reports brought back by congressional delegations. Right. It’s so secure in Iraq, the delegations spent their nights in Kuwait.

A *Washington Post* story by Dana Milbank reports the Pentagon is enforcing for the first time a policy that dates back to gulf war I: no pictures of

flag-draped coffins. This is apparently an attempt to control what Gen. Hugh Shelton calls “the Dover test”—the public reaction to photos of coffins that flow into Dover Air Force Base in Delaware.

The Pentagon believes public support for a military action is eroded by photos of coffins, so it’s fixing that problem by stopping the photos. Reminding people of the real cost of Iraq, which is not in billions of dollars but in dead young Americans, seems to me something the media have an obligation to do. However, the flag-draped coffin photo is only one way to do it. *PBS’ “NewsHour With Jim Lehrer”* has been running photos of the faces of those who have been killed in complete silence at the end of the program.

In another tragic triumph of reality over public relations, the attack on Al Rashid Hotel in Baghdad Sunday “narrowly missed” Deputy Defense Secretary Paul Wolfowitz, according to *The Wall Street Journal*. The attack injured 17 and killed a lieutenant colonel. *The Financial Times* reported that Wolfowitz was “shaken ... unshaven, with his voice trembling shortly after the rocket attack.”

Not to wish ill on Wolfowitz, but he is the one who promised us this war would be “a cakewalk” and that Iraqis would greet us with dancing and flowers. Ironical that he got a chance to see the real results.

Since President Bush declared our “mission accomplished” in Iraq, 213 U.S. soldiers have died there and thousands have been wounded (the Department of Defense no longer gives out the number of wounded, like that’s going to make it better). That is not a public relations problem. That cannot be fixed by chipper reporting.

I suggest we drop the public relations offensive and concentrate on fixing the problems on the ground. When you look at the real problems, the question is not whether the media are misreporting the situation, but whether anyone in the administration knows what they’re doing. Disbanding the Iraqi army was a terrible mistake; sending in Turkish troops will be another, according to those who know the region; and the corporate contracts awarded without open bidding turn out to be dripping with gold plate.

As Baseball Hall of Famer Casey Stengel once demanded, “Does anybody here know how to play this game?”

JAILED OLIGARCH’S TUMBLE A LESSON IN RISKY BUSINESS MOST RUSSIANS NOT IN TYCOON’S CORNER

By Alex Rodriguez, *Tribune*, 11/02/03

MOSCOW—Long gone are the armed thugs in black leather jackets who defended each oligarch’s turf with car bombs and guns with silencers. Businessmen still get murdered, but not at a rate of 400 a year as they did during the mid-1990s, Russia’s Wild West era of robber barons and rigged state sell-offs.

Today’s enlightened oligarch more often sits on the board of trustees of the Bolshoi Theater, pours millions of dollars into schools and charities and listens to public-relations specialists. The new look may be genuine or it may be window dressing, depending on the oligarch, but it’s new nonetheless.

To the average Russian, however, no amount of penance—real or contrived—will wipe away the sins of the past. The oligarchs made their wealth on the backs of impoverished Russians, and most ordinary citizens won’t ever forget or forgive this.

That is why, as Russian big business reels from the crisis surrounding oil giant Yukos and its billionaire CEO, Mikhail Khodorkovsky, the ex-KGB faction in the Kremlin believed to be behind the whole affair can count on one thing: Many Russians still despise the oligarchs. ...

Liberal politicians, pundits and business analysts have criticized the investigation of Khodorkovsky and his company, in part because Khodorkovsky's reforms made Yukos a symbol of transparency and sound corporate governance. ...

An oligarch is getting his comeuppance, many Russians believe, and he shouldn't be the only one. ...

The collapse of communism and the lack of any meaningful democratic reforms afterward created a large vacuum in the post-Soviet 1990s, and the oligarchs filled it. ...

They all finessed their way into then-President Boris Yeltsin's inner circle. Armed with that clout, they benefited from rigged auctions in which Russia's vast, state-owned natural riches were sold off at rock-bottom prices.

The most infamous of these schemes was the 1995 loans-for-shares agreement between Yeltsin and the oligarchs. The businessmen agreed to finance Yeltsin's re-election bid in exchange for more shares in state-owned businesses to cement their holdings. The schemes cost Russia billions of dollars—and made the oligarchs billionaires.

Along the way, many of the oligarchs amassed private armies of henchmen. They seized property at gunpoint, planted bombs and kidnapped rival executives.

Because Russian courts looked the other way, oligarchs turned corporate chicanery into a science. Khodorkovsky was regarded as one of the worst.

When his bank, Menatep, collapsed in the 1998 financial crisis, a truckload of Menatep documents conveniently fell into the Moscow River. The loss of the key documents allowed two other Menatep-allied banks to retain control of the troubled financial institution.

He secretly shuffled assets among subsidiaries to fend off creditors. And in 1999, when Khodorkovsky sized up a Western investor in Yukos subsidiaries as a threat, he diluted the investor's stakes by ordering the issuance of new shares. **[JR: This journalist is well informed and has all the true facts as to the dealings of Khodorkovsky and his fellow conspirators. Mr. Rodriguez must have read the same book as I did on the Russian oligarchs and their plunder of Russia under Yeltsin's misrule.]**

"Five, 10 years ago," Khodorkovsky told a forum in Washington on Oct. 9, "when we weren't transparent, an independent judiciary was not something that was all that important to us. We dealt with our problems in other ways."

Vladimir Putin rose to power vowing to rein in the oligarchs. After his election as president in 2000, he met with Russia's business elite and reached an accord with them: He wouldn't revisit the rigged privatizations of the 1990s if the oligarchs agreed to keep out of politics.

Most complied. Berezovsky and media magnate Vladimir Gusinsky didn't, and both now live in exile. This year, Kremlin officials pursued criminal cases against them and pushed for their extradition, but they were rejected by European courts.

Khodorkovsky, however, heeded Putin's

warning. He stayed out of politics and transformed Yukos into a paragon of corporate governance and transparency. He released the company's financial records, paid out dividends and repaid Menatep customers who lost deposits in the 1998 crisis.

With parliamentary elections coming in December and a presidential contest in March, Khodorkovsky this year began openly financing two Kremlin-opposition liberal parties, Yabloko and the Union of Right Forces. Rumors of his interest in a 2008 presidential run began to circulate.

In addition, in February, Putin and Khodorkovsky clashed in an encounter some analysts say dramatically escalated the Kremlin's anger with the 40-year-old billionaire. At the meeting, Khodorkovsky complained about corruption in the government, saying the Kremlin "must be willing to show its readiness to get rid of some odious figures."

Putin's reply: Perhaps the government should look into how Russia's private oil companies obtained their property. **[JR: While the oligarchs were busy making billions, Putin as head of the Russian FBI was gathering files on their questionable business practices.]**

Khodorkovsky has drawn the ire of the Kremlin in other ways. This spring he renewed his argument that the government should allow oil companies to build pipelines—which would allow Yukos to pump oil to the northern port of Murmansk and eventually to the U.S. In Russia, pipelines are owned and controlled by the state.

Khodorkovsky also became a favorite guest at Washington functions, using the trips to forge a stronger relationship with the Bush administration.

In July, prosecutors arrested Khodorkovsky's longtime associate, Platon Lebedev, on charges of theft of state property stemming from a 9-year-old privatization deal. The government also began sweeping raids of Yukos property. Agents searched Khodorkovsky's lawyer's office and even the school his young daughter attends.

In his last interview hours before he was seized on his corporate jet, Khodorkovsky remained defiant. "They are looking for ways and means of showing us our proper place. They need to make a point that even the most transparent business venture in the country is not safe."

Whether the Kremlin has its sights set on other oligarchs remains to be seen. Many oligarchs toe the line, stay out of politics and contribute to the pro-Kremlin United Russia Party. Putin has insisted that the government has no plans to renationalize state assets sold off during privatizations.

For now, whatever move the Kremlin might make against the oligarchs will likely get the backing of average Russians, said Andrei Piontkovsky, a political analyst in Moscow.

"Forty percent of Russians still live under the poverty line," Piontkovsky said. "And when they read that a handful of Russians are listed among the wealthiest people in the world, they really don't like that."

[JR: Putin is not out to purge Russian businessmen or send them off to gulags in Siberia. There is nothing personal here nor is there the targeting of a specific "ethnic" class as our media here would like to have us believe. Putin is pursuing a course of reform and accountability in government and in business, while striving to gain back what had been stolen from Russia and her people.]

RIVAL RUSSIAN JEWISH LEADERS LEND BACKING TO PUTIN

By Nathaniel Popper, *FORWARD*, 11/14/03

Russia's arrest of a Jewish oil magnate has drawn heavy criticism from abroad, but the feuding leaders of the country's two major Jewish organizations are both voicing support for the government action.

In a rare moment of agreement between bitter rivals, Berel Lazar, chief rabbi for the Chabad-Lubavitch-dominated Federation of Russian Jews, and Yevgeny Satanovsky, president of the Russian Jewish Congress, both defended the arrest of business tycoon Mikhail Khodorkovsky, whose father is Jewish. Indeed, while some foreign observers have detected whiffs of antisemitism in the prosecution of Khodorkovsky, the two Russian Jewish leaders said that his arrest might actually be a step forward in the battle against anti-Jewish bigotry.

In interviews with the Forward, Lazar and Satanovsky said that Khodorkovsky had been trying to gain too much power in the political arena, criticizing, in particular, his support of Russia's Communist Party, which contains strong strains of Soviet-era antisemitism.

"The future of the country shouldn't be in the hands of one man who has money," Lazar said. "[Khodorkovsky] supported the Communist Party, and that is not for the best of the country."

Satanovsky told the Forward that Khodorkovsky's "activity was destructive for the country. And there were too many personal ambitions."...

The arrest has been criticized abroad by many media outlets in the West. Many see it as a ploy by Russian President Vladimir Putin to quash a political foe. It also caused turmoil in the Russian economy and led to the October 30 resignation of Putin's chief of staff, Alexander Voloshin.

Several officials at American Jewish groups who monitor Russian affairs speculated that the words for the government represented an effort on the part of both Jewish communal leaders to strengthen their relationships with Putin.

Lazar's federation and Satanovsky's congress have been fighting a long battle for recognition as the central body representing Russian Jewry. Lazar's federation boasts a larger number of member congregations, most of them Orthodox. But Satanovsky has said that his congress should be the official representative because of its commitment to religious pluralism.

The rivalry has been particularly intense since 2001, when the Kremlin officially recognized Lazar as the religious leader of the Russian Jewish community, pushing aside the congress's Rabbi Adolf Shayevich, who until then had occupied the post.

In discussing the Khodorkovsky affair, the two leaders did not miss an opportunity to continue this old fight.

Satanovsky said that Lazar's vocal endorsement of the Kremlin's actions was aimed at cultivating a "role as the special Jew" for Putin in order to strengthen the position of the Chabad-Lubavitch movement. He claimed that Lazar's strain of chasidic Judaism was a dangerous "new religion" built around the worship of Rabbi Menachem Mendel Schneerson, the deceased Brooklyn rebbe who is considered the messiah by some Lubavitcher chasidim. ...

"The danger of a Communist putsch in our country was a reality," Satanovsky said. "Khodorkovsky had thought he could control the

Communists; he is not the first to make this mistake.”

The Communist Party in Russia, Satanovsky and Lazar noted, has a number of high-ranking officials who are notoriously antisemitic.

Khodorkovsky’s father is Jewish, and while he has not been publicly involved with the Jewish community, some have suggested that he is being persecuted because of his ancestry.

Lazar dismissed this notion out of hand: “Khodorkovsky himself said that antisemitism was not the issue in his persecution. We should not cry wolf.”...

The balance of power in these corridors is especially tenuous now. Voloshin, the erstwhile chief of staff, was widely viewed as the most important Kremlin backer of the alliance with Lazar’s federation. Now that he is gone, there seems to be an opportunity for a shift in the dynamics of Jewish power in Russia.

Lazar, however, insists he is unconcerned.

“It’s no secret that I have a very good relationship with the president,” Lazar said. “The relationship has nothing to do with Voloshin, and his resignation does not concern me.”

U.S. REJECTS CLAIMS OF ANTI-CHAVEZ PLOT

By CHRISTOPHER TOOTHAKER, *Newsday*, 10/23/03

CARACAS, Venezuela (AP)—Allegations the CIA is working to topple Venezuelan President Hugo Chavez are a ploy to divert attention from a possible recall vote against him, U.S. officials said Thursday.

The U.S. State Department, Ambassador Charles Shapiro and visiting U.S. lawmakers in Caracas denied claims by Chavez associates that American agents are plotting to overthrow Chavez.

“These accusations are irresponsible and completely without foundation,” State Department spokesman Adam Ereli said in Washington.

“Efforts to divert Venezuelan public opinion by making false claims will not serve either the government or the people of Venezuela in their search for a constitutional, democratic, peaceful and electoral solution to the crisis in their country,” Ereli said.

Venezuela’s opposition is mounting a petition drive for a recall vote on Chavez’s presidency. Such a vote could take place next year. The Organization of American States backs a referendum as a peaceful way out of Venezuela’s political deadlock between Chavez and opponents who claim he is amassing authoritarian power in this oil-rich nation.

Pro-Chavez lawmaker Nicolas Maduro showed a videotape on Wednesday which he said was evidence the CIA was training dissident military officers and police in “terrorist” tactics.

The tape displayed by Maduro shows three unidentified men speaking in Spanish about making contacts with an unspecified embassy. They discuss “blending in” and changing cars to avoid detection.

The tape, which Maduro said was filmed in June, appeared to have been edited.

Maduro and other ruling party lawmakers said U.S. agents were using a U.S. security company, Wackenhut, as a front for aiding Venezuelan dissidents.

“That company, Wackenhut, is a private U.S. company, providing security training to corporations and governments worldwide,” the State Department’s Ereli said.

In Caracas, Ambassador Shapiro met with ruling

party lawmakers Thursday to discuss the allegations. “I am sure the charge is not true,” he said before the meeting.

Visiting Rep. William Delahunt, D-Mass., also dismissed the Venezuelan claims. He said CIA intervention in Latin America “is a thing of the past.”

The U.S. Embassy says the video shows a private security company event and that the U.S. government didn’t participate. **[JR: Well a documentary released in late Oct. called: “The Revolution Will Not Be Televised”, was filmed during the coup attempt and hints of “CIA meddling and of a corporate takeover of government”.]** Chavez claimed Wednesday that radical opposition groups plan to disrupt a Nov. 28-Dec. 1 petition drive for the recall referendum.

PROBLEM CHILD NAFTA TURNS 10 DEBATE CONTINUES ON WHETHER PACT GOOD FOR THE U.S.

By James P. Miller, *Tribune*, 11/16/03

When Congress grudgingly approved the North American Free Trade Agreement 10 years ago, Americans were deeply divided over whether the pact was a terrible idea or a good one.

They still are.

Since Jan 1, 1994, when NAFTA dismantled many restrictions on trade between the U.S., Canada and Mexico, commerce between the U.S. and its two NAFTA partners has exploded.

Beyond that indisputable fact, however, there’s little that NAFTA backers and NAFTA bashers can agree on—even after a decade of real-world experience with the pact.

Has NAFTA been a success for the U.S. or a bust? Did it create more American jobs than it caused to be shipped to Mexico?

Long after NAFTA left the realm of the hypothetical and became U.S. policy, the answer to such questions continues to depend on whom one asks. Both sides claim that time has proven them right.

Because NAFTA has played a key role in eroding the nation’s manufacturing employment, U.S. workers “have good reasons to be concerned as we enter NAFTA’s second decade,” said Robert E. Scott, an economist with the labor-oriented Economic Policy Institute.

“In general, we think NAFTA’s been a positive” for America, countered Thomas J. Duesterberg, head of the Manufacturers Alliance/MAPI, a business-affiliated policy and research group based in Arlington, Va. NAFTA has provided U.S. consumers with lower prices, he said.

In addition, he said, because Mexico dropped hefty import restrictions that had long protected domestic industries, NAFTA provided U.S. producers with substantially larger markets.

At least one issue has come into better focus, however. It seems clear that NAFTA has failed to generate anywhere near the number of U.S. jobs that many of its backers had projected.

NAFTA backers argue that America has gained enough economic benefits to easily offset the harm U.S. factory workers have suffered when their employers moved south of the border in search of cheaper labor. That argument may be true.

But anti-NAFTA forces’ warnings that the pact would suppress U.S. factory pay and sacrifice

hundreds of thousands of jobs on the altar of trade liberalization appear to have been borne out.

In practice, it appears that NAFTA has done less damage than foes predicted but also generated fewer economic gains than backers promised, said University of California at San Diego professor Peter H. Smith, co-editor of the recently released book “NAFTA in the New Millennium.”

Although the “polarized debate” continues to muddy the waters, NAFTA on balance has proven to be a positive for the U.S., Smith said, despite the fact that displaced workers “have been left in the lurch” because the labor market has proven less flexible than NAFTA supporters had expected.

The free-trade pact, he said, has turned out to be “a success from the standpoint of Washington and Wall Street, even if that’s not the view from Main Street.”...

Measuring NAFTA’s impact is difficult, in part because many of its aims were geopolitical rather than financial. In the early 1990s the U.S. government, wary of the growing clout of the then-new European Union, wanted to consolidate its own economic sphere. ...

For the Bush administration, which is promoting a proposed hemispherewide NAFTA-style accord known as the Free Trade Area of the Americas, the dispute is significant. ...

NAFTA was sold as a “win-win” proposition, based on the expectation that the U.S. would sell more goods to Mexico than it imported, said Thea Lee, chief international economist with the AFL-CIO. “But that isn’t what happened.”

Instead, the nation’s once-modest annual trade deficit with its NAFTA partners has expanded dramatically since the agreement went into effect.

NAFTA advocates always had conceded that free trade between the three nations would cause some disruption among U.S. workers, particularly in the manufacturing arena. But they figured that after the economic dust settled, the expected U.S. trade surplus, which never materialized, would generate a net increase of 200,000 U.S. jobs. ...

Since NAFTA took effect, Mexico suffered a jarring currency crisis that essentially threw all trade forecasts out the window. The U.S. economy burned white-hot when the dot-com mania seized Wall Street, then bumbled into recession. China emerged with astonishing speed as an economic force.

Such factors make it hard, all concede, to strip out exactly what role NAFTA has played in America’s economic fortunes. ...

“We’re not opposed to trade agreements,” said the AFL-CIO’s Lee. “We just think U.S. policymakers have an obligation to write agreements that protect the rights of U.S. workers and not just the interests of multinational corporations.”

Of the three nations that signed NAFTA, said professor Smith, Mexico’s economy has received the biggest jolt. The economy of Canada was the next most affected.

In terms of economic disruption, he said, the least-affected nation was the United States, “and that’s where the NAFTA argument has been the loudest.”

Public Notices

CONTACT readers have on many occasions witnessed information put forth as Public Notices, probably without comprehending “why, exactly” this format has been used so extensively in the documentation of the GLOBAL ALLIANCE INVESTMENT ASSOCIATION Program. The key to understanding the significance of this procedure is usually to be found in the first sentence of such Public Notices, which often begin with words to this effect: “This notice shall be construed to comply with provisions necessary to establish presumed fact (Rule 301, *Federal Rules of Evidence*)...”.

Why would GAIA’s Public Notices allude to the *Federal Rules of Evidence*? The simple answer is that we have very good reason to believe that at some point in time in the future it might be necessary to take certain matters before the courts in order to have them adjudicated.

More specifically, why do such Public Notices frequently reference Rule 301? What IS Rule 301 and why is it so significant?

Rule 301. Presumptions in General Civil Actions and Proceedings

In all civil actions and proceedings not otherwise provided for by Act of Congress or by these rules, a presumption imposes on the party against whom it is directed the burden of going forward with evidence to rebut or meet the presumption, but does not shift to such party the burden of proof in the sense of the risk of nonpersuasion, which remains throughout the trial upon the party on whom it was originally cast.

Invoking Rule 301 establishes what the *presumption* is in any controversy over the facts contained within the Public Notice. Presumptions are very powerful, next only to direct evidence presented to adjudicate the controversy. In the notes of the Advisory Committee on Rules we read: “Presumptions governed by this rule are given the effect of placing upon the opposing party the burden of establishing the nonexistence of the presumed fact, once the party invoking the presumption establishes the basic facts giving rise to it.”

George Mercier (who is said to have been a retired federal judge) had much to say about presumptions in his book, *Invisible Contracts*: “These little creatures are known to make quick appearances at Trials—when they surface, go to work in someone’s favor on some evidentiary question, and then disappear back into the woodwork again from which they came. *Presumptions* are not evidence itself, but these invisible fellows function in a Courtroom in ways similar to directors and Stage Lights in a drama theater production; by directing some of the sets and actors to turn this way or that, and by throwing different colored lights on objects on the Stage. *Presumptions* change the appearance of the evidence Show that is being presented... and as a result of the different Lighting angles and color hue techniques, the [court] is led to make certain *Inferences* and *presumptions* regarding the evidence Show... As it pertains to Government *Public Notice* statutes, one of these *Presumption* fellows is waiting in the wings, called a *Notice Presumption*. This fellow is waiting for that day when some statute will be thrown at you in a prosecution. When that great day happens, this invisible fellow will suddenly make his appearance in your prosecution, coloring the evidence adjudged in a light unfavorable to any *Lack of Knowledge on Contract Terms* claims you raise at that time; and then having done his work, he will go back into the woodwork and disappear.”

The Public Notices displayed below this introduction are useful as examples for your study and reference but they are, in fact, actual Public Notices duly recorded of public record at the office of the Clark County Recorder in Las Vegas, Nevada—and are made more powerful when printed in public media:

PUBLIC NOTICE

SEVERANCE AND WAIVER, FORFEITURE AND REJECTION OF BENEFITS
OFFERED BY THE CROWN, THE UNITED STATES AND ASSOCIATED PERSONS

This notice shall be construed to comply with provisions necessary to establish presumed fact (Rule 301, *Federal Rules of Evidence*) should interested parties fail to rebut any given allegation or matter of law addressed herein. The position shall 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. A true and correct copy of this Public Notice is on file with the CLARK COUNTY RECORDER in CLARK COUNTY, NEVADA.

I, the undersigned Ronald William: Kirzinger, a competent, full-liability individual, do hereby sever, waive, forfeit and reject any and all benefits offered to me or my child-son, Evan Christian: Kirzinger by the CROWN, the UNITED STATES or associated persons.


In accordance with the above severance, waiver, forfeiture and rejection of benefits, TAKE NOTICE that any contracts presumed to exist between the CROWN or the UNITED STATES and myself are void due to failure of consideration.

In addition, TAKE NOTICE that any contracts presumed to exist between the CROWN or the UNITED STATES and myself are void *ab initio* where the CROWN or the UNITED STATES or associated persons induced the contract through fraud (see definition, next paragraph). I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I reserve my inherent right not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily and intentionally.

Fraud: “An intentional perversion of the truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right; a false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury.” (*Black’s Law Dictionary*)

Further, TAKE NOTICE that I hereby deny the existence of all corporations and all persons who cause or allow harm to my children or me. In so doing, I specifically reserve my and my children’s God-given rights and responsibilities without limitation.

I declare under penalty of perjury that the foregoing is true and correct. In witness whereof I have affixed my signature this 10th day of October, 2003.


Ronald William: Kirzinger, Sui Juris, UCC 1-207

PUBLIC NOTICE

NOTICE OF BAILMENT CONTRACT AND CIVIL DEATH

This notice shall be construed to comply with provisions necessary to establish presumed fact (Rule 301, *Federal Rules of Evidence*) should interested parties fail to rebut any given allegation or matter of law addressed herein. The position shall 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. A true and correct copy of this Public Notice is on file with the CLARK COUNTY RECORDER in CLARK COUNTY, NEVADA.

I, the undersigned Ronald William: Kirzinger, a competent, full-liability individual, do hereby declare as follows:

1. I am not involved in any scheme of personal commercial enrichment of any kind whatsoever. I am “about my Father’s business”, avoiding my trespass against any man or woman to the best of my ability in the full expectation that such others will similarly avoid trespassing against me.


2. The only assets I claim are the very personal properties of my own natural body and those of my children as gifted to me.

3. All that I may ever appear to have in the way of possessions, properties or commercial benefits are subject to a contract of bailment dating from September 30, 1993, which binds me as the bailee for as long as I live. Whenever practicable, bailments shall be registered in the name of a suitable agency of the Bailor in the first instance but it shall be presumed that any properties not able to be so registered for any reason are nevertheless properties of the Bailor and not my personal property.

4. Accordingly, for all equitable purposes I am civilly dead. Therefore, in any equitable controversy involving money or things in my possession, it shall be presumed that the appropriate party in interest for purposes of equitable recourse is the Bailor through His most proximate agency (by the *Doctrine of Instrumentality*) and that I, the bailee, may not properly be held as the surety for any such equitable claim.

5. It follows that if any individual man or woman claims any harm whatsoever done by me, adjudication of the issue must be at law—not equity—in a jurisdiction where proper and lawful due process can be effected.

I declare under penalty of perjury that the foregoing is true and correct. In witness whereof I have affixed my signature this 20th day of November, 2003.


Ronald William: Kirzinger, Sui Juris, UCC 1-207

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Budget's "Tip of the Week" #7:

Checklist for Adherence to Corporate Formalities:

Proper operation of a corporation can make the difference between having a fortress-like shelter or a precariously balanced "house of cards". If you are operating a Nevada corporation, you might want to review this checklist to determine for yourself which you are building:

- Read and understand the Articles of Incorporation and Bylaws and act in conformance with them.
- Read the governing law for the corporation: *Nevada Revised Statutes (NRS), Chapter 78.*
- Include reports of officers and committees in the corporate records.
- Record all major decisions of Directors in corporate resolutions or meeting minutes.
- Document contracts, even (perhaps especially) verbal ones, within the corporate records.
- Correctly handle and document corporate loans, making interest payments as required.
- Properly maintain the corporation's books and accounting records.
- Whenever signing on behalf of the corporation, indicate title; do not sign personally or you may forego the inherent liability protection normally afforded by Nevada's statutes.

Additionally, if stock is issued:

- Hold annual meetings of stockholders.
- All actions of stockholders must be done by vote and duly recorded.
- Give proper notice or use appropriate waiver of notice (usually specified in the Bylaws) for stockholders' meetings.
- Elect directors as necessary and conduct other business in appropriate meetings, duly recorded.
- Hold regular meetings of the Board of Directors, at least annually.
- Give proper notice or use appropriate waiver of notice (usually specified in the Bylaws) for directors' meetings.
- Elect officers and conduct other business in the manner specified in the Articles of Incorporation and the corporation's Bylaws.
- Record proper minutes of such meetings.
- Maintain the stock ledger properly.

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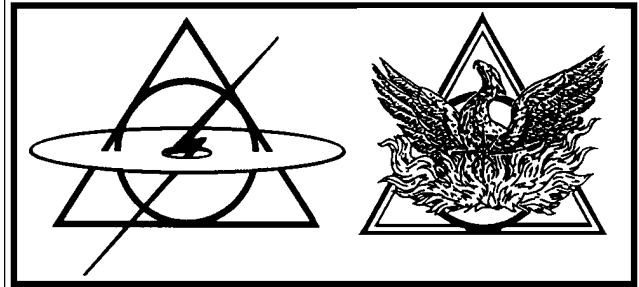
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