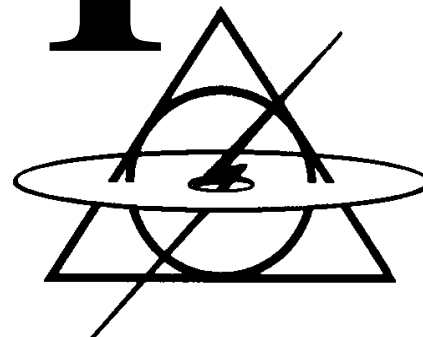


CONTACT

THE PHOENIX PROJECT JOURNAL

GOD'S NEW MILLENNIUM

*KNOWING TRUTH IS NOT ENOUGH
SUCCESSFUL CHANGE REQUIRES ACTION*



VOLUME 42, NUMBER 7

NEWS REVIEW

\$ 3.00

JANUARY 28, 2004

Unification Of Nation A “Tough Row To Hoe”

North and South, Islamic and Christian, Must Pull Together

1/19/04—#1 (17-156)

MON., JAN. 19, 2004 8:52 A.M. YR 17, DAY 156

Manila, Philippines

RE: DISADVANTAGES OF “DOING-IN” A BROTHER. THE “HARD WAY” IS NOW EVEN MORE DIFFICULT. REQUESTS FOR ARTICLES FOR *CONTACT*—GCH/D

HOW MUCH CAN A TWIG TAKE BEFORE IT BREAKS?

There is no cause for “argument” regarding this question of breaking twigs for it will always depend on many things as to size, flexibility, age, dead or alive, pressures, and not the least the “pile-on” applied or dumped, usually without reason or forethought of consequences, especially long-term, of such dumping and piling.

So, just when you think you can't bear another “straw” on your back, being an ancient camel in the desert of life itself—there always comes another.

How far ahead do YOU think, plot, plan or blunder in your “getcha” games?

Let me point out just a few as apply DIRECTLY to us and our own goals while dragging this dead weight across oceans and continents against all odds of accomplishment. Even this very email becomes open fodder for those who would think only of “SELF” and without thought to another who might well be stricken by your actions or even careless intentions. These are the lessons God would offer to mankind for without one another you shall surely perish of your own distemper.

PRIONS AND MAD COWS

First I want to thank John R. for not abandoning us to the wolves. He continues to select and send important

information pertinent to issues ongoing and right now at hand.

I ALSO REQUEST THAT YOU MAKE SURE JOHN'S EMAIL ADDRESS IS REMOVED FROM ANY ARTICLES USED NOW OR FROM PRIOR USE. WE HAD ONCE GIVEN OUT THE INFORMATION THINKING IT TO BE “NEWS DESK” AND WE WERE ASKED TO RETRACT IT. DO SO, PLEASE, FOR WE ARE USING THE WRITINGS AGAIN. THERE IS NO DISEASE AS IMPORTANT TODAY FOR IT IS “NOT” A “SYNDROME”—IT IS PURELY A DESTRUCTIVE MUTATION OF SPECIES.

How many of you remember what a “prion” is? How many of you know all about “viroids”? How many of you know the absolute IMPORTANCE of “drias”, chondrianas, mitochondrias and protein mutations and “unfolding” “VIRUS-LIKE (but are not viruses)” aminos and proteins along with lipid-conversion in cellular

(Continued on page 2)

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structure?

Moreover, what in the world is “horizontal human prion transmission”?

Well, NO, I am not going to repeat and repeat and ramble on *ad nauseam*. I ask that the most recent article on the subject, which I think is the best yet, be shared. [Ed: <http://www.kcom.edu/faculty/chamberlain/Website/Lects/PRIONS.HTM#pri>, see page 12 of this issue.]

I also remind everyone catching this message to realize that the only CHONDRIANA, DRIA AND LIVING AMNEONIC “WATER” IS NOW TO HIBERNATION BECAUSE—LIKE THE GOOSE WITH THE GOLDEN EGG—YOU KILLED THE GOOSE.

You ever only had some three sources: Merkle, Hoffman and, indeed, us! You can reproduce some from what you have—FOR A WHILE WITH DETERIORATING QUALITY—BUT IT WILL MAKE ITSELF DORMANT. And friends, that IS the way God works. It is not “retribution” for some considered “wrong” or “insult”; it is a failure to be ready for the most precious gifts of LIFE itself. And, it is called “consequences”. So, to you who never believed we had anything worthy to offer anyway, rejoice for you have just damaged many of your brothers in your pleasure seeking.

And you who put your own aside, especially AquaGaia, and wonder why the “blue” fades: Drias eat it; neutralize it, perfect it and it is ONLY a marker to keep from mixing the two for maturing and processing, and packaging. People don’t pay much attention to labels and it is certainly not very important—but Gaiandriana will simply convert AquaGaia mitochondria for its own perfection purposes but this slows the overall “results” obtained by AquaGaia.

You can take the two in conjunction (together) but do not STORE together unless you are seeking such integration. The mitochondria heads directly for fuel conversion and, above all fuel available, it likes cholesterol plaques best of all. Now, isn’t that a wonderment? First opportunity please again run the more technical paper on the Drias (Gaiandriana and Chondriana for reference).

Always remember that the word “disease” is actually two words: “dis” and “ease” or “without ease or comfort”. It does not necessarily, even when “contagious”, indicate microbe organisms such as the typical “germ”.

Mad Cow (carelessly labeled) is caused from a HUMAN gene mutation—ah ha, passed through to animals in your idiotic cross contamination of species. In fact, you can’t get rid of the nasty prions now that they are abundantly contaminating even the ground you walk upon. You can’t just burn them for they don’t “go away” by simple burning.

A decent IMMUNE SYSTEM with proper “make-up” is your hope for “salvation” and you do everything you can possibly conjure to shut down anything that allows resolution of your predicament. You bash the chemical-drug houses while destroying the very avenues of life-saving blueprints. It simply IS the way it is and we can share but we will not further jeopardize our team for games and antics.

There are a finite number, already, of replacement organs to be had and at this time you can “grow” some extras but I assure you that without proper DNA (Dria) capability, you will simply further contaminate the chain

of supply.

PAGUIA IN MANILA

I also ask, EJ, that Paguaia’s last two articles be run in *Contact* as well. It is an anniversary on the 20th of the debacle and seizure by criminal acts of the presidency of the Philippines. Paguaia’s Rule of Law is the best ongoing presentation regarding the criminal acts involved. It is more important as elections and all the incredible horror, terror and mayhem are bursting like acid-bags on everyone.

Last week the US AMBASSADOR, Ricciardone, was RECALLED. The excuse given was that he was appointed to “coordinate” the mess in Iraq. That is a lie and thus far, even with coalition headquarters attacked just yesterday, he is not even mentioned.

He was not only pulled out of Manila but he was removed OVERNIGHT and whisked away. This bodes very badly for ongoing living in this rot-pot.

TALA FDN

We have amazing problems to work through with our “joint-venture” group in the “TALA” Fdn. It is interesting but dumps more and more hazard and ongoing responsibility and work on this team located here. Worse, we have at the moment no backup in Las Vegas to even meet persons traveling to the U.S. to check out all the background records and listings.

We therefore have to ask that ASAP—when appropriate—the Public Notices be recorded legally and properly and that can now be done because of the time involved from the FIRST publication.

I ask that we also make sure that since Ron K. is absent in this interim time that HIS Public Notices also be properly registered and recorded in HIS FILES. That is the least we can do for use of his “examples”, which he willingly allowed us to use. I further ask that if he needs further attention from the fallout of the “Moore Declaration” damage that we offer Notice space as appropriate or applicable.

To play with the very LIFE of a six-year-old child is absolutely without conscience or merit. We are confident Mr. Moore did not realize the far-reaching damage he has offered upon all of us.

Mark said we should offer accolades and appreciation for his “13 years” of service to Aton and this cause. Fine, thank you, Mark, for we are greatly indebted to you for your thoughtful contributions. Perhaps Ron too shall be able to overlook your friendly gestures of cleaning up his attitudes of responsibility to our association at all costs to himself and his family.

Others who participate from as far away as South Africa may have a bit of difficulty, as well, for Ron K. WAS THEIR CONTACT IN THE GAIA PROGRAM—OFFERED ALL THE WAY TO MANDELA. Well, some of you don’t like Mandela, so who cares? I CARE!

Now, next: We are also going to end up with the full load of this TALA Fdn. here WITH ITS HOLDINGS. Not shabby for a few years in HELL. But, walking alone is a difficult passage when your brother to your right betrays the brother to your left.

It is far more important what we do HERE now because we can in our own way UNIFY the whole

nation of the Philippines—north and south, Islamic and other, including Christian, and without the support from the mainland U.S. we have a far more difficult row to hoe but we SHALL hoe it.

We are grateful and do not overlook you who have pitched right in to fill the voids left in the withdrawal and sporadic paper handling. Please, and thank you, allow us to feel our way along properly in order to protect the remaining fragments from total disaster. Ron K. was taking care of arranging storage, at his own costs, for our facilities and books. We are now hanging out a mile again for Mark has promised to report it when he again appears on “our turf”.


We have again arrived at a seemingly “sad day”. We take it as it comes and then move forward to best advantage to the priorities in presentation. We would spend all our time on your “divine” purpose and flexing the muscles of your individual souls—BUT PURPOSE BECOMES THE FOCUS OF PHYSICAL HUMAN EXPRESSION AND MANIFESTATION, CHELAS. ACTIONS REFLECT THE INTENT AS PRESENTED FROM WITHIN. OPINIONS ARE THE EXPRESSION OF THAT WHICH IS IN THE MIND—CORRECT OR INCORRECT. THINKING AND REASON ARE THE TOOLS OF GOD TO MAN WITH WHICH TO BRING ORDER AND BALANCE UNTO HIS EXPERIENCE.

“Believing” something does not make it SO. Be careful, always, in establishing irreversible “I KNOW IT...” because your “knowing” is too often based solely on nothing more than opinion and “belief” in your narrow world of limitation and ego shackles. In what concerns divine things, belief is not appropriate a consideration for ultimately only “certainty” will do. Anything less than certainty is unworthy of God, my friends.

You can choose up sides as to who might be God, Allah, Aton, and even relationships with Princess Rani, Lord Michael and me, Hatonn. But I can promise you something as regards same: You cannot serve Aton without first acknowledging ME, for I AM and anything you may think about that status is immaterial. When you speak of God and Christ—recognize that Christ is a perfection of BEING and just as you cannot get within God’s space without recognition of Christ, you have to consider your DIVINE STATE OF BEING, YOUR EXPRESSIONS AND YOUR, YES INDEED, CONDITIONS AND ACTIONS. IT DOES NOT REVOLVE AROUND LOVE FOR LOVE IS ALWAYS PERFECT AND PRESENT BUT IF YOU THINK YOU CAN TOSS AWAY “CONDITIONS” INSTEAD OF “ABSOLUTE” AVAILABILITY—THINK AGAIN—CAREFULLY.

I will close this writing with a message of personal focus to Jean Ray so if you are not Jean Ray, you can take the statement for value “in general” but not mandatory to explanation: Broken Christmas gifts like broken dreams can be mended, replaced, strengthened, and held ever so closely to the HEART OF GOD. Let it be so, for truly enough in full recognition of “it is the thought that counts”—KNOW IT. You served well and honorably in every way possible and you are indeed blessed. You continue to be wind beneath our wings as you share that which lifts our souls and eases our hearts. Salu, I am Hatonn

This is our mission and we, together, shall MAKE IT SO.

dharma 

Confirmations From Inside U.S. TREASURY DEPARTMENT

1/21/04—#1 (17-158)
WED., JAN. 21, 2004 11:45 A.M. YR 17, DAY 158
Manila, Philippines

RE: CONFIRMATIONS: INSIDE US TREASURY DEPT., APPLICABLE RELEVANCE TO GLOBAL ALLIANCE (GAIA)—GCH/D

GLOBAL GAIA, INSIDERS AND TREASURY SECRETARIES (U.S.)

Here comes the brother to mess up the page counting and layout problems already “over”-run.

If necessary to keep the paper reasonable in order to live to serve another day, please take out portions of something, even “Mad Cows” for THIS WRITING TO WHICH I WILL NOW REFER—NEEDS TO RUN WITH OUR PUBLIC NOTICES REGARDING THE “TALA” FDN. and our participation as with GAIA.

There is always the denial that somehow we could be remotely valid and yet every Sec. of the U.S. Treasury since inception of Bentsen is fully aware and has been personally notified of our position, holding, and ongoing efforts to STAY OUT OF THEIR WAY ON THE WAY TO THE SLAVE MARKET.

SECRETARY OF THE U.S. TREASURY IS A PAID POSITION WHICH PAY COMES DIRECTLY FROM THE INTERNATIONAL MONETARY FUND AROUND AND THROUGH THE FEDERAL RESERVE. THIS IS ALSO TRUE OF THE ATTORNEY GENERAL BUT WE DON’T NEED DISCUSS MORE THAN THE TREASURERS AT THIS SITTING.

Former Treasurer Paul O’Neill has just published a book which has hit like the axe in soft butter: *The Price of Loyalty: George W. Bush, the White House, and the Education of Paul O’Neill*. This book outlines his very “bumpy” stint of two years as Treasury Secretary.

That can be realized without repeating it here or causing us to read the dissertation for contents are not as important as information regarding any connections we might have or have had with these particular persons in the U.S. Government.

GAIA—BEFORE AND AFTER

We have given forth this information prior to now but I want all of you reminded, as we move forward here in the Philippines, of a few FACTS.

Not only have ALL of the Treasurers of the U.S. known about us but it has been pointed out to them over and over again: our relationships and our full intent of both cooperation and position.

All parties involved with the holdings (assignment)

of one Russell Herman as to Government reference were NOTIFIED immediately and we have shared that information so often as to be quite irritating in the repeating.

Not only have WE notified each of them personally but, as you recall, such as Rubin and O’Neill came to rest on VK Durham’s “do-in the Ekkers” list of slime receivers. The ones who got most closely monitored, however, are VK Durham and her befuddled Internet colleagues giving her space and backing her absurdities. That be as it may, we too have been investigated every way including upside-down.

Note the chain of Treasury Command please, for future reference: James Baker III (now serving the insects in power—again), Lloyd Bentsen, Robert Rubin, Lawrence Summers, Paul O’Neill and now John Snow.

Please remember, as well, the onslaught of such as VK with her accusations regarding such as “Inter-American...” thus and so.

Well, Baker was the big player with Reagan and Bush in the Philippines and who with colleagues out of the Senatorial ranks DID-IN Marcos. So be it.

Bentsen, however, is the ONE who assisted George H.W. Bush Sr. in identifying and setting into LEGAL use the Bonus 3392-181 SUPERFUND. He wrote the qualifying documents, letters, etc., and stashed them in the Treasury Department “dark archives”.

Robert Rubin was, and probably continues to be, involved in a massive way in the Inter-American Investment Corporation AND THE INTER-AMERICAN DEVELOPMENT BANK (AS GOVERNOR OF SAME!). A whole bunch of what VK had to say about those circumstances and players is quite true. What she says about us and within her relationships and workings are bearing of almost NO truth.

We came to have MANY interchanges with Lawrence Summers and have published a lot of it—prior to his becoming Treasurer—and had, in fact, a lot to do most likely with his progression to that position.

He was to, at our request, pass all information on to his replacement, Paul O’Neill. The loop is now circled and attached as to line of flow or, better put: hook the dots.

Why do you think, as happened, that a Paul O’Neill, U.S. Treasurer, would end up sent to do “something” in Iraq in the middle of a war? He also knew what they were looking for as to documents, gold, and other resources where only HE could get a private foot in the door for “dealing”. And, of course, it becomes obvious that DEALS WERE MADE. Do not forget for one minute that when they got poor old drugged and groggy Saddam out of the “hole” they also got millions of dollars in currency and proclaim he

had more stashed around here and there.

I do not want to mislead you into thinking this is an exposé by O’Neill for the book itself is authored by Ronald Suskind and will remain historically relevant as a date and “time-line” construction of major documentation.

We note that the ends accomplished by the Bank Sentral in the Philippines are totally irrelevant and as foolish as the other “stop-and-getcha” games pulled barely within the lines (and sometimes out-rightly over the lines), which were CAREFULLY worded in the suggestion of the Bank to not pay any attention to “GAIA”, even though the accompanying nasty attachments showed no reference TO GAIA at all.

So now we come the circle and are at election time in both the U.S. and here in the Philippines and the games have only worsened exponentially. However, they still continue to be wise enough NOT TO TAKE ON ME. Blessings often come in overlooked packages.

Mr. Ricciardone, the just-last-week-recalled U.S. Ambassador to the Philippines, was (NOW IT IS TOLD), whisked away because of planned assassination of his person. When George Bush made his infamous stopover in Manila in the Fall it was partially to personally communicate with the Ambassador—and in fact, delayed activities while doing so. Also in the processing it was determined that Mr. Ambassador needed better protection and his bullet-proof BMW was replaced by an American Cadillac better protected. It is presumed that one of the President’s (Bush’s, that is) armored cars from the “tour” was exchanged.

So, please, you who think we play tiddle-de-winks or pick-up-sticks while getting the lion’s share of loot, somehow, please be a bit kinder and gentler for we must ask if any of YOU would have stayed this course—as most HAVE NOT. This is not a joy-ride through the fast lane. In fact, to get a Filipino onto the “fast lane” is like pulling a horse out of the quicksand in which he continues to pull himself deeper and deeper and then, hopelessly, into the pit of no-return.

As one window closes, however, we can always find another one or two to push on a bit so that our efforts come appropriately in sequence to need and ability for forward motion.

What do we ask of YOU? Keep us alive and in print for the worst is truly over and if the right questions are asked of such as Paul O’Neill, you will get some stunning responses—indirectly.

What are our preferences in political affairs? We are allowed none to publicly pronounce so won’t enlarge on the topic—but, it is working out just fine for we must work with WHAT IS and not that which

* But the last word may have come from another former Cabinet member, Robert Reich, who wrote a critical book about his own term as Labor secretary in the Clinton administration. Commenting on the Bush administration's criticism of O'Neill for his "disloyalty", Reich said, "Cabinet members should be loyal to a president, but they have a larger loyalty—to the public."

EXHIBIT TWO

☐ 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.

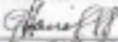
ELEVENTH: That the association shall comply with the requirements for non-stock corporations in the course of its operation.

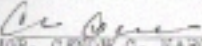
In Witness Whereof, we have hereunto signed this Articles of Incorporation, this 30th day of August, 2003, in the City / Municipality of Quezon City Province of Philippines.


 PRINCE JULIAN M. TALLANO

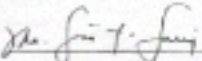


 Y. VICTORIANO M. MIRAFLORES


 ATTY. MANUEL G. BATIBIDAD, JR.


 ATTY. LEE R. SAN GABRIEL


 ENGR. GENOV C. MARCOS

WITNESSES:

(All 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

PRIOR PUBLIC NOTICE

Name	Contribution
<u>Atty. Manuel G. Netividad, Jr.</u>	<u>P 30,000.00</u>
<u>Eddyjo Ekker</u>	<u>20,000.00</u>
<u>Doris J. Ekker</u>	<u>20,000.00</u>
<u>Lee R. San Gabriel</u>	<u>15,000.00</u>
<u>Genon C. Marcos</u>	<u>15,000.00</u>
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<u>TOTAL</u>	<u>P 100,000.00</u>

Rule Of Law

By Alan F. Pagua

Sunday, 1/18/04

Friday, 1/16/04

PLAYING DUMB

Remember Justice Artemio Panganiban of the (SC) Supreme Court? The one who wrote the book *Reforming the Judiciary*? The one who confessed it was he and chief Justice Davide who had authored the Edsa II proclamation of Vice President Gloria Arroyo as President in spite of the fact that there was a duly elected and sitting President in the person of President Joseph Estrada?

He and the rest of the Filipino legal community seem to be keeping their silence on the matter. It would seem that they would rather leave this particular episode of our national history in the past. Apparently, they hope that the election of a new President would render the issue of unconstitutional presidency moot and academic.

With all due respect, it is submitted that their hope is totally misplaced.

First reason: The justices of the SC have absolutely no authority to remove a sitting President. Only the Senate can do so by way of an impeachment proceeding. The *Constitution* does not grant the justices any such authority. Justices Panganiban and Davide have not pointed to any such authority under the *Constitution*. The proclamation of Mrs. Arroyo was, therefore, unconstitutional.

Second reason: Under the *Constitution*, government must exercise its authority under the Rule of Law. This rule simply means that nobody is above the law. Since the basic law did not authorize the justices to remove a sitting President, the justices clearly acted above the law when they removed President Estrada by installing Mrs. Arroyo in his place. Surely, even justices of the SC are not above the law. The justices’ act of removing President Estrada from office was, therefore, unconstitutional.

Third reason: According to the SC itself, an unconstitutional or illegal act is “void” from the beginning. Void means “no legal existence”. In other words, the unconstitutional acts of the justices in: (1) proclaiming Mrs. Arroyo as President and (2) removing President Estrada from office—were void from the beginning. The acts never had any legal existence. In the eyes of the law the acts never happened. That is the Rule of Law. Of course, the physical reality of Mrs. Arroyo’s current administration cannot be denied. The paramount force afforded by the Armed Forces of the Philippines (AFP) and the Philippine National Police (PNP) in support of her unconstitutional administration gives her the power—but not the authority which remains vested in favor of President Estrada—to govern. That reality constitutes the very injury done to the *Constitution* and the Filipino people. That reality, therefore, cannot cure the defect of unconstitutionality.

Fourth reason: The constitutional term of

President Estrada is six years which started in 1998. He was unconstitutionally removed by the justices after having served for only about two and a half (2½) years. He, therefore, still has to serve for about three and a half (3½) more years under the Rule of Law. The Presidential elections this year under the *Constitution* obviously contemplate the expiration of the six-year term of President Estrada. Since the constitutional term of President Estrada as the duly elected President under the present *Constitution* has not expired, the election of any presidential candidate this coming May would be patently unconstitutional. The unconstitutional removal of President Estrada on January 20, 2001 necessarily stopped the constitutional clock.

Fifth reason: The effect of an illegal act is the same whether committed by one offender or by many. The act remains committed against the law. So that if the coming presidential elections are unconstitutional, it ought not to matter whether only one voter or many voters actually participate. The number of voters would not make the unconstitutional elections constitutional. Participation in an unconstitutional election would make of our people an embarrassing spectacle in the eyes of the present and future generations—led or misled by leaders who only see the benefits they stand to personally derive from the coming elections, insisting on being politicians instead of statesmen.

Sixth reason: The Filipino people, especially the youth, can see through the farcical nature of the coming elections. If the *Constitution* can be openly violated by judicial removal of a sitting President and that same issue is allowed to be swept under the proverbial rug, it can be done again and again *ad infinitum*. And who would be the ultimate losers? The majority of the Filipino people who voted for President Estrada, or whoever may later be the duly elected President under constitutionally valid elections. And who would be the ultimate winners? The minorities who have the multi-billion peso power to overturn, constitutionally or unconstitutionally, the will of the majority.

Many people appear to be playing dumb in the face of the foregoing facts. Some are playing dumber. We wonder who is playing dumbest.

Be that as it may, the Filipino people await deliverance from an unconstitutional and dishonest leadership. They have duly elected President Estrada. Why is he not the one leading the government?

What good is another presidential election if the one duly elected by the majority can be disdainingly and unconstitutionally removed by the minority? If Andres Bonifacio and Apolinario Mabini were alive today, we wonder what they would have to say of our leaders.

We wonder what the future generations would have to say of our collective sense of the Rule of

Law in the light of Estrada vs Arroyo.

We wonder too what they would have to say of Justices Panganiban, Davide and the rest of their ilk.

REMEMBER JANUARY 20, 2001

Why should we keep in mind the events of Jan. 20, 2001?

Answer: to understand the basic cause of instability in our country.

What were the material events that transpired on that day?

As revealed by Supreme Court (SC) Justice Artemio Panganiban in his book, *Reforming the Judiciary*, he and Chief Justice Hilario Davide, Jr. connived very early in the morning to proclaim Vice President Gloria Arroyo as President. Accordingly, they contacted Mrs. Arroyo that same morning. Mrs. Arroyo accepted the proposed scenario. And so it came to pass that it was made to appear that Mrs. Arroyo wrote a letter to the justices; that the letter claimed President Estrada was suffering from “permanent disability”; that Mrs. Arroyo ought to be proclaimed as President; and that she was inviting the justices to come to the Edsa II public rally to proclaim her that noon—which the justices did.

At the time of Mrs. Arroyo’s proclamation by the justices, the following facts were as glaring as the high noon sun: (1) President Estrada, as the incumbent President was constitutionally elected; (2) He was serving his term and holding office at the Chief Executive’s Palace. He was serving completely in accordance with the *Constitution*. (3) All the justices personally and officially knew that: (a) There was no resignation by President Estrada; and (b) The impeachment proceeding had failed.

Clearly, the purpose of installing Mrs. Arroyo as President was to remove President Estrada from office. The justices very obviously had intended such removal. The question is: Do the justices of the SC have such authority under the *Constitution*? Absolutely not. Under the *Constitution*, the power to remove an incumbent President is vested solely in favor of the Senate by way of impeachment proceedings.

In other words, the justices appear to have usurped the authority that had been entrusted by the Filipino people exclusively in favor of the Senate. The justices, therefore, violated the *Constitution*.

Consequently, the proclamation of Mrs. Arroyo as President was patently unconstitutional. It would follow that the judicial removal of President Estrada from office was also unconstitutional; that he remains the true President under the Constitution; and that he should be the one presiding over the government.

It may be asked: But was it not a fact that the Armed Forces of the Philippines (AFP) led by Chief of Staff Angelo Reyes and the Philippine National Police led by PNP chief Panfilo Lacson had formally withdrawn their support from President Estrada? And that such withdrawal of support effectively caused President Estrada’s “permanent

disability” to govern as alleged by Mrs. Arroyo in her letter to the justices?

The answer is simple: Such withdrawal of support by subordinate public officers is not warranted by the *Constitution*. That withdrawal, in fact, constitutes clear insubordination to the duly constituted Commander-in-Chief. Such subordinate officers have no authority under the *Constitution* to choose their Commander-in-Chief. That prerogative pertains exclusively to the sovereign Filipino people who express their choice through the electoral process. It would thus appear that the AFP chief of staff and the PNP chief usurped that sovereign prerogative. As non-elected public officers, they had the temerity to help remove instead of uphold the constitutional President of the Filipino people. In other words, they also violated the *Constitution*.

Obviously, those who had violated the *Constitution* cannot deserve the trust of the Filipino people.

Furthermore, there were distinguished witnesses to the commission of those unconstitutional acts. They were there during the proclamation of Mrs. Arroyo. We remember former Presidents Corazon Aquino and Fidel Ramos, Cardinal Jaime Sin, Sen. Aquilino Pimentel, Jr., and a host of other big names in business and government. Can they validly claim that they were not aware of the violation of the *Constitution* then being committed? Obviously not. Ignorance of the law excuses no one from compliance therewith. Therefore, they would appear to have violated the *Constitution* as well. They appear to have encouraged and actually abetted the commission of the unconstitutional acts by the justices, the AFP chief of staff and the PNP chief.

The same violators of the rule of law are now active participants and candidates in the coming elections. How can we expect them to faithfully enforce or obey the law and the *Constitution* when they themselves have yet to account for their violation of the *Constitution*? They are now the wielders of power. They have distributed among themselves high government positions. They appear to have no patriotic recollection of the events that unconstitutionally deprived the Filipino people of their duly elected President.

This is the cause of the current instability in our country—the betrayal of public trust that was committed on Jan. 20, 2001. The Filipino people know that their trust had been betrayed. And yet, they seem to be unable to do anything about it except to follow what those in power wish them to do—concentrate on the coming elections and forget the basic issue of the unconstitutional presidency of Mrs. Arroyo. This is understandable because a lot of high government officials and big businessmen could be held liable under a rule of law.

This is the reason President Estrada should reflect harder on his historic role as the duly elected leader of the sovereign Filipino people.

This is the reason our people should remember Jan. 20, 2001.

Politics must adjust to the *Constitution*. We must not allow politicians to adjust the *Constitution* to their politics.

SYNOPSIS OF
GEORGE MERCIER’S
INVISIBLE CONTRACTS
PART FOUR OF A TWELVE-PART SERIES
(Pages 194-228)

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.

THE STORY OF BANKING

Although this chapter is entitled “The Story of Banking”, the title appears to refer to the material covered in the preceding chapter. I have broken this chapter out into the following general subjects: Non-Public Law (Ignorance Is No Excuse); Public Notices and Presumptions; *Right to Travel*; Income Tax Protests; and Implicit Contracts.

There is an initial reference to bank accounts, those “profound legal devices of *conclusive evidence* that attach King’s Equity Jurisdiction”, and a very important point is made in a footnote: *Prima facie* evidence of criminal liability for penal statutes arises from the fact that a personal bank account puts one in the realm of Interstate Commerce due to the Interstate nature of banking.

NON-PUBLIC LAW
(IGNORANCE IS NO EXCUSE)

With regard to the frequent abuse of constitutional arguments “sounding in tort” in the contractual setting of administrative courts, Mercier avers:

“The *leit motif* of the *United States Constitution*, and of its operating appendage, the *Bill of Rights*, and of the underlying *Articles of Confederation* (which are still in effect), and of other related organic documents, is the restraintment of Government from functioning as a Tortfeasor; and these documents were never, ever, designed or intended to negotiate terms of contracts.”

How very unfortunate, then, that today’s Admiralty courts deal almost exclusively in “equity” contracts to which the *Constitution* simply does not apply. The REASON that today’s courts are so equity-oriented appears to be that all corporate members (citizens as defined by the Fourteenth Amendment) are, factually,

the chattels pledged to the IBC as collateral in the bankruptcy of the UNITED STATES back in the 1930s.

Citing the *Dred Scott v. Sandford* case, a footnote comments:

“Although... [the *Constitution* is very clear and precise], Clauses governing Commercial contracts are excluded from its language, and hence, the Commercial Contract is excluded from the reach of its restraining Congressional mandates; with the result being that Commercial Contracts operate on their strata free from Constitutional supervision, and the *Constitution* cannot be used as a tool by either party to try and overrule, out maneuver, or otherwise weasel out of a Commercial Contract.”

Another noteworthy footnote spells out why statutory laws are not really part of the Common Law—which can really only be modified by judicial decision—and why much of the law simply does not exist either in the statutes or judicial decisions rendered.

[QUOTING from a footnote:]
“Much of our law is not expressed in statutory form. Important parts of almost all subjects, and all, or nearly all, of the law on many subjects is expressed with binding authority only in the recorded decisions of the courts. When a case is presented to a court for a decision, prior decisions in cases involving more or less similar questions are precedents from which rules for the guidance of the court may possibly be derived. **A rule thus repeatedly recognized through its frequent application by the courts becomes a principle of the common law.** The greater the number, variety and importance of the transactions to which a principle applies, the more fundamental the principle. The decisions of the courts as a source of law are not confined to subjects on which no legislative provision exists. It is true that a statute may so minutely describe all the situations to which it applies that the courts have no other duty in connection with its application than to ascertain the facts of the case alleged to come under its provisions. The great bulk of our statutory law, however, is not of this character. Practically all statutes relating to substantive law

contain one or more provisions sufficiently general to raise a doubt as to their proper application in some cases. Such a doubt can be resolved only by the decision of the courts....

“...The principles of the common law are developed by the slow process of judicial decision. The power that makes may modify and hence the common law has a flexibility which the statute law does not possess. A court may consider all facts of a case with a view to recognizing in any one or more of them a just cause for an exception to a previously recognized principle. Some uncertainty in the ramifications of the common law is therefore inevitable. It would exist although there was general agreement on clearly expressed fundamental principles, but the possible uncertainty is increased because unfortunately no such general agreement exists. It is not the duty of our courts to set forth the principles of the common law in an orderly manner, or even to express or explain them, except in connection with the application of one or more of them to the decision of a particular case. To obtain even an approximation to such an agreement on fundamental principles these would have to be set forth by public authority or by an agency commanding the respect and attention of the courts. There is no such agency, and this lack of general agreement on fundamental principles is the most important cause of uncertainty in the law.”—*Report of the Committee on the Establishment of a Permanent Organization for Improvement of the Law Proposing the Establishment of an American Law Institute*, at 66, dated February 23, 1923 in Washington, D.C. (American Law Institute Library, Philadelphia).

[END QUOTING]

The very large body of public law is, by and large, available to the public and much of that can be accessed by anyone with an Internet connection. Somewhat surprisingly, however, if you studied the hundreds of thousands of pages of public law and judicial opinions most thoroughly, you would only have a portion of the total law. How, then, can it be said that “ignorance of the law is no excuse”? What of that part of the law to which there is no public access whatsoever? What comprises this large *corpus* of INVISIBLE LAW? And how can the maxim that “Ignorance is no excuse” possibly apply to such law? Mercier explains (from a federal judge’s perspective):

[QUOTING:]

“Additionally, there is a deeper correlative line to this question of vitiating excuse by ignorance. There are statutory laws, and there are judicial opinions, and they should be known. However, in this direction, **there is a rather large body of law out there, in full force and effect in the practical setting, a body of law that has never been written down in any public place.** This law carries the same and sometimes greater amount of operational weight as statutes themselves. This *corpus* of law has its seminal point of origin in a multiplicity of different places, such as:

“1. A phone call from Chief Justice Warren

Burger (‘I don’t want this thing up here’);

“2. The policy pronouncements that State and Federal Judges generate for themselves in the quiet conclave of their Judicial Conferences;

“3. The quietly circulated judicial Memorandums from the Supreme Court and State Supreme Courts (‘...things will be done this way on these types from now on’) that circulate down to lower appellate forums and district trial courts;

“4. The informal rap sessions and lectures sponsored for Federal Magistrates by the Aspen Institute at their Wye Plantation;

“5. And on and on.”

So now that state of affairs, that confluence of non-legislative laws intellectually influencing the Judiciary, raises the inverse question of basic fairness of applying those largely unknown, highly detailed and quite intricate laws that are out there floating around, to people like Armen Condo who do not know any of them, and could not be expected to reasonably know of them since steps are taken to limit their exposure.

To the extent that Armen Condo is being held liable for terms of contracts he did not even bother to read, there can be no excuse by ignorance claimed....

...To the extent that someone is held liable to the terms of laws deliberately hidden from his knowledge, ignorance is then excusable in this setting.

So all factors considered, the bottom line on this ignorance line is this: People have to start taking some responsibility for their own affairs, and stop expressing somewhat passionate opinions that are in want of accuracy, and which expressions of discontent always try to shift responsibility for the act or non-act onto some other third party; in the case of Armen Condo, he came down on the King’s Tax Collectors, the King’s Attorneys, and the Federal Magistrate.

The fact that Mr. Condo did not know of his contracts is an interesting question; a question I would very much like to come to grips with if I were a Magistrate. When a Person starts signing contracts, indifferent to the content and with an element of mild recklessness involved (“...it’s just a checking account”), which contracts then refer to other binding contracts, and then a Defendant claims innocence through ignorance as an excuse to weasel out of his commitments, then there has to come a point in time when such a Person should pull his thumb out of his mouth and start to take some responsibility for the total content of the contracts he signs. When such claims of ignorance are interstitially placed in the defensive prosecution factual setting of someone who is totally and thoroughly convinced that they are absolutely correct (men like Armen Condo and Irwin Schiff), then there will come a point in time when mistakes have to be eaten, diapers have to drop, the reckless crudities of an earlier age are reversed, and the defective judgments exercised in a previous era (the decision to avoid learning the total content of one’s contracts), collectively as a habit, are terminated, for good.

The only thing that would irritate me as a Judge would be the continuing refusal of such people before

my Bar to see their error, given an explanation of why they erred [and since when is such an explanation ever given?], with the refusal to see their error due to their own intellectual shell they live in, and their intellectual prejudice against the King. For example, in one Such *Willful Failure to File 7203* prosecution I examined in California, the Tax Protestor went through all the classic Constitutional Tax Protesting arguments in pre-Trial hearings. When the Federal Judge made the statement that: “...I think you are being used as a pawn by others to your own detriment,” the Tax Protestor snickered back his resentment at the Star Chamber treatment he was being given. But if given a few moment’s thought, such a statement by a Judge is quite significant: because it means that the Judge has a considerable basis of factual knowledge on Tax Protestors, their arguments, the foolishness of their position in a Contract Law grievance, and the fact that the Tax Protestor is up against significant damages by likely protracted incarceration, and that the Judge might be sympathetic to repentance. In contrast, if a Judge ever blurted out those words to me as a Defendant, I would be on his case forever to find answers to the big question the Tax Protestor missed: Why, by whom, and how? And that difference in handling Judicial Rebuffment emulates the true seminal point of error that explains why Tax Protestors like Armen Condo mess up: They are not in a teachable state of mind, and they are their own worst enemy. If a Federal Judge told me that line in a prosecution I was going through, after having found out my error (that I was up to my neck in contracts with the King, and that my defiance was unethical and improvident), I would immediately capitulate, admit my error, sign it, file it, pay it, eat it. But the next time around, after having learned my error on that point, the IRS would have a different slice of meat to deal with.

[END QUOTING]

PUBLIC NOTICES AND PRESUMPTIONS

It is worth noting that a Public Notice invoking Rule 301 of the *Federal Rules of Evidence*, while neither invisible nor unwritten, is also part of the by-and-large INVISIBLE body of law to which Mercier refers. Rule 301 (“...a presumption imposes on the party against whom it is directed the burden of going forward with evidence to rebut or meet the presumption”) is invoked to establish a presumption for any controversy—and it can be a most effective tool to subtly shift the balance of a controversy. “Funny” how attorners never let on that this tool is available to the common man. This subject is covered primarily in a footnote to this chapter.

[QUOTING:]

What the King is taking advantage of here are some fellows called *Presumptions*. 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... :

“Presumptions are deductions or conclusions which the law requires the jury to make under certain circumstances, in the absence of evidence in the case which leads the jury to a different or contrary conclusion. A presumption continues to exist only so long as it is not overcome or outweighed by evidence in the case to the contrary; but unless and until so outweighed, the jury should find in accordance with the presumption.”—E. Devitt et al., in *Federal Jury Practice and Instructions*, Section 71.04 (2nd Edition, 1970).

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.

[You might assume that the courts operate according to the presumption of “innocent until proven guilty”, for instance, but that would be an incorrect presumption for a number of reasons: invisible contracts that govern the matter, for sure, but also the Trading With the Enemy Act of 1917 have resulted in a reversal of this fundamental presumption. “Crimes”—such as those admitted to by our friend the health-products distributor mentioned earlier in the overall synopsis—are “commercial crimes” only, since no harm was done thereby and the same acts at Common Law are simply NOT criminal. But you end up in a position highly pressured by the prosecution, where you feel you must have an attorney and that outrageous pressurization occurs because, as Mercier writes: “Criminal Magistrates want very much for you to have Counsel, as the mere lack of Counsel bars them incarcerating accused Persons.”]

There is an extensive body of *Evidentiary Law on Presumptions and Inferences* written down waiting for your intellectual absorption; as a point of beginning, to become acquainted with the *modus operandi* of these slick and invisible hardworking *presumption* fellows, consider:

· Wigmore on *Evidence* (“*Presumptions*”) (1981) (a huge 9 volume set);

· J. Thayer in *Preliminary Treatise on Evidence at Common Law* (1898); (Wigmore and Thayer are extensively quoted by state and Federal judges in all American jurisdictions; when the Congress drafted their new *Federal Rules of Evidence* in 1974, the opinions of Wigmore and Thayer were predominate in quotations cited by commentators. See the 93rd Congress, 2nd Session, HR 5463 (House) and Serial #2 (Senate));

· C. McCormick in *Handbook on Evidence* (1954 Edition);

· McBaine in *Presumptions: Are They Evidence?* 26 California Law Review 519 (1938);

· David Louisell in *Construing Rule 301: Instructing the Jury...*, 63 Virginia Law Review 28 (1977);

· Morgan and Maguire in *Looking Backwards and Forwards at Evidence*, 50 Harvard Law Review 909 (1937);

· 34 L Ed 2nd (“*Presumptions*”); Morgan in *Instructing the Jury on Presumptions and Burden of Proof*, 47 Harvard Law Review 59 (1933).

The Second Coming of the Savior spells the end of this world for Gremlins (as this is *their* world, in a sense); and like Gremlins, these invisible *presumption* fellows will be raised and brought forth to make their appearance at the Last Judgment Day with Father; but unlike Gremlins, these *presumption* fellows won’t need to concern themselves with a double cross by Lucifer: Because *presumptions* are not up for judgment. Generally, the interposition by the invisible *presumption* fellows into our Celestial Contracts are sophisticated concepts and require a presentation setting in a protracted background discussion, which is something that lends itself well to another future Letter. However, for an introductory glimpse into the world of *presumptions* and of their origins in the Heavens, see *Francis Coffrin vs. United States* (156 U.S. 432 (1894)); there the Supreme Court suggested the possibility that the *Presumption* of innocence in a criminal Trial can be found in *Deuteronomy* (*Coffrin*, id., at 454). When you get through with my impending discourse on *presumptions*, you will see that these invisible *presumption* fellows have been around a lot longer than just the BC days of Moses when he wrote *Deuteronomy*—as their origin is long before the Garden of Eden was created, back before this World was created, back a long time ago, on a planet far away, when our Heavenly Father, as a man then, went through his Second Estate just like you and I are going through our Second Estate now. Through contemporary Prophets, it has been revealed to us what some of the circumstances were that Father when through back then... As for us now, just what *presumption* fellows will be making their appearance in our favor or against us at the Last Day depends upon the factual setting we create down here; factors taken into consideration are whether or not First Estate replacement Covenants were entered into, and which of those Covenants were then honored in whole or in part; and what was the extent to which we listened to

Lucifer’s *Sub silentio* imps hacking away at us—that “...*You just don’t need to concern yourself with any of that contract jazz. That Mercier—baah!*” Provident to understand for the moment is that when we are *under the Covenant*, numerous *presumptions* will be both making an appearance on our behalf and operating in our favor, at the Last Day.

[END QUOTING]

RIGHT TO TRAVEL?

By far the greatest volume of words spent on any one subject in this chapter is directed at what must have been a very powerful emotional experience for George Mercier, as he attempted to confront the King on the issue of his *Right to Travel*.

Obviously, a man is not free if he is not free to “move about the country” and the *Right to Travel* has been recognized by the Supreme Court as a fundamental right of freedom. That being (or appearing to be) the case, Mercier determined that he ought to establish such right for himself and he set about precipitating an adjudication of the issue. The entire scene as he relates it is both quite priceless and inimitable in a condensation like this, so once again I can only encourage the reader to obtain Mercier’s original, unabridged “letter” to get the full flavor. Here it is piecemeal:

“...I once sent my Driver’s License and ‘Cancellation Notice’ back to the state department of motor vehicles, but the rescission was bureaucratically rebuffed with the explanation that no provision for the licensee’s cancellation existed in state statutes; I knew the rebuffment had some merit to it, since those statutes formed the body of my contract where I initially applied for the Driver’s License....

“...Patriot Clowns... exaggerated the legal significance of the existence and non-existence of the written Driver’s License document itself, telling me that the Driver’s License was *Evidence of Consent*, and that the absence of which precludes the rightful assertion of a contract regulatory jurisdiction over motorists.

“As I will explain later on, **contracts never have had to be in writing to be judicially enforceable**; the practice of stating the contract in writing is actually of recent historical development, since writing instruments and common literacy are quite relatively recent developments of technology.”

He determined that the best way to provoke an adjudication of the issue was to get his driver’s license revoked, acknowledging the “alluring element of risk and naked defiance” that such a proposition presented.

“I had done my homework: Several hundred motions and demands were on my computer, just waiting for a Case Number to throw at a judge and his Star Chamber Traffic Court. I picked up a speeding ticket and after questioning the Administrative Law Judge several times about the legal relationship in effect between the state and a person holding a revoked Driver’s License, I was convinced that this was the way to go, after all, my legal mentors

(Highway Contract Protestors) had counseled in this direction—they insisted that where there was no Driver’s License, there was no contract; and so I told the Administrative Law Judge that I would never surrender a dime to him. Hearing that defiant line from me in public, the judge revoked my license on the spot. I walked out of the Hearing Office, took the plates off my car and tossed them aside.

“Some months later, after leaving the office building where I had been at work for the day, I knew when getting into my car that the big scene was going to happen that night. I was on my way home from work that night when I was finally stopped and charged with several heinous misdemeanors (revoked license, failure to stop when ordered, and resisting arrest (which means demanding your rights), among others)....

“...While filling out that NCIC Data Sheet of theirs on me, the arresting officer asked me a very reasonable question: Gee, George, why were you driving on a revoked Driver’s License? My response was to throw a few interesting Supreme Court quotations at him, whereupon he called for reinforcements and then turned me over to his commanding lieutenant; his lieutenant in turn then blew his top when I refused to consent to have them search the trunk of my car.”

Try as they might, the police could not obtain Mercier’s consent to search his vehicle.

“The arrest operation had lasted across several hours; the Sheriff’s Department had called out nine patrol cars and had detoured traffic around the arrest scene (they just love to put on a big production, after all, this highway is *their* kingdom). They probably resented the *sub silentio* Statement I was making by wearing very expensive business clothes and carrying a large amount of cash on me, while stingily refusing to spend so much as \$18 to register my car. But I had a hunch that they resented most of all my cackles and giggling, which I had a difficult time restraining—after all, this was a criminal arrest, this was heinous, I was supposed to ‘have done something wrong’, I was supposed to have been feeling guilty, I was supposed to have earned a spanking.

“I was in the patrol car facing West, so the large evening sun was setting over the roof of my car parked in front of us, and just like in some Hollywood *cliché* scenario, the Sheriff’s Deputies had a small army of scavenger like silhouettes working my car over, taking whatever they could find in it, tossing it out on the road, and uttering salty frustrations at their legal disability to search my trunk without my consent.

“After having decided that they were not going to find anything in the car to justify throwing another slice of *lex* at me, they had one last item of business to attend to—they wanted to make sure that I understood that this Government Highway was *their* kingdom, and so they were determined to wipe that sneaky grin off my face. So they decided to make their closing Statement for the evening by dragging me in front of a judge, and then throwing a Criminal Arraignment at me.”

Mercier reflects on the criminal proceedings that ensued, noting: **“I was threatened with a 30-day commitment at the State Hospital for a Psychiatric Examination because I had continuously refused to hire a lawyer.” [This is a typical *in terrorem* tactic of the courts—which, as explained earlier, cannot properly convict someone without an attorney’s representation—so beware of the consequences whenever you decide to “represent yourself”.]** At one point in the proceedings that followed, Mercier ended up alone with the judge in his law office: “...and so I had it out with the judge, right then and there”.

“...The meeting lasted for several hours, and the judge explained to me in a round about and vague way how I was wrong on the merits of the large volume of Tort Law arguments that I had thrown at him. He talked to me evasively about the duties of Citizenship (which is a Contract Law relationship), and how Licenses revoked by the state are in a special status where Contract Law still applies, although he did not specifically explain to me just why this is so; which means that I asked the Administrative Law Judge the wrong questions.

“When I probed deeper to extract detailed information as to whether it was the revoked nature of the old Driver’s License that continued to attach a regulatory jurisdiction, he said loosely that my revoked License status was not relevant in holding me to those Motor Vehicle statutes, and that I could be held to those statutes even if I had never applied for a License. And so, even though I knew that he was withholding from me some Law that I wanted to know, I quickly reasoned that I was wrong not just for one reason, but for several substantive reasons, so I capitulated immediately, and the judge offered to give me a qualified dismissal, his head hanging down looking at the floor, probably finding his protracted conversation with some occasional sharp technical exchanges on the Law, particularly in the Counsel area, to have been simply incredible. And the prosecution so ended, quickly and unexpectedly. Suddenly, my *Right to Travel* Case, that I thought I would be arguing on appeal, just fell apart and collapsed right in front of me; my Case that I had spent so long in preparation and in building up an air-tight defense line just vanished from underneath me; all of the incredible amount of time that I had spent researching and writing my large volume of justifying defense arguments, of digging out large volumes of Highway Cases from the 1800s, and all of my meticulous records preservation of an arrest scene factual setting where rights were demanded: All of that went out the window for a reason that I never originally contemplated, a reason that I never thought of, and a reason that I never even considered as probable as I was writing those copious Tort Law arguments: an invisible contract I had no knowledge of, that suddenly made an unexpected appearance.”

A little further along, Mercier explains that in fact, from a judicial perspective, **“Multiple invisible contracts were in effect that I had no knowledge**

of... [W]hen I used that Government Highway, I had accepted a special benefit that the New York Prince had conditionally offered to me—offered with expectations of reciprocity being held by the benefit’s donor, and so now an invisible contract was actually in effect.”

In concluding what he has to say about his *Right to Travel* case, he writes: “Criminal prosecutions are adversary proceedings, and even if you are correct, your failure to explain why to the Court is necessarily fatal, when **certain invisible juristic contracts the Judge has already taken *in camera* Judicial Notice of, are *prima facie* Evidence of your... liability.**” But he never does explain exactly, at this point at least, what specific, invisible, juristic contracts had bound him to the King, which leaves us with a bit of mystery on this specific issue. He does write in a footnote to this “chapter”, however:

“Just because the King sees things this way does not mean the King is correct, and additionally does not mean that the King cannot be argued around. Any Judge who has had civil *Law and Motion* experience knows that actions where Government is a party are quite frequent, and that Government attorneys are very often off-point in their arguments, excessive in their demands, weak in their knowledge of law, and just as plain wrong as is any other party. I have heard this complaint replicated from state Judges from several jurisdictions in the United States. Virtually all seasoned Judges appreciate the fact that being an attorney for the King or a Prince does not endow such an attorney with supernatural perfection proclivities.”

INCOME TAX PROTESTS

After discussing Armen Condo’s unteachable state of mind, a condition which precludes understanding of the King’s position, Mercier expounds upon the “rightness” of the King’s position with regard to 1040 filings:

“It is very much highly moral and proper for the Judiciary of the United States to forcibly extract a 1040 out of Taxpayers: because the mandatory disclosure of information in a 1040 is identical to the disclosure of information that is routinely extracted out of adversaries in civil litigation (called ‘Discovery’); and in a King’s Commerce setting, where the Taxpayer experienced financial enrichment and Federal Benefits in the context of reciprocity being expected, the Taxpayer and the King are in a Contractual relationship where Tort Law Principles of fairness and privacy are not even relevant.

“One of the reasons why the circumstances surrounding the initial execution of a contract, the contract’s existential *raison d’etre*, of any contract in Commerce is important is because the judicial enforceability of the contract drops a notch or two into another Status altogether if the deficiency element of either party never having experienced any benefit from that contract surfaces during a grievance as an attack strategy. **This requirement of experiencing a benefit is very important in American**

jurisprudence, and properly so, since it is immoral and unethical to hold a contract against a person he received no benefit or gain from. In this case of entering into bank account contracts, could someone please show me how any person could possibly have a checking account or a bank loan, or any type of credit or depository relationship with a bank, and not experience a hard tangible financial benefit? This places Judges in a difficult position in that if they simply toss aside and annul contracts because one of the parties involved doesn’t feel like honoring some uncomfortable terms the contract now calls for, but that same nonchalant party does not want to give up or return any of the financial benefits they experienced under the life of the contract, then by examining the prospective consequences of potential annulment, we find that the Judge is actually in a difficult moral position for not enforcing the contract: because the nonchalant party gets away with the illicit retention of hard financial gain they experienced through the operation of the contract—if that prosecution ever gets dismissed.

This is a contributing reason as to why Federal Magistrates come down so hard on, and so openly, brazenly, and freely snort at ‘Tax Protestors’, so called, (and with so little concern for their being reversed on appeal), who are dragged into their Court by the King’s Agents on an administrative contract enforcement action—*Willful Failure to File*: Because a Commercial contract was in effect, the Judge knows that the Defendant has experienced financial gain from that contract, and that now letting the Defendant out of the contract is immoral.”

He goes on to denigrate arguments that the income tax is an excise tax, which properly should not be applied to *individuals*:

“...Even though the Income Tax is an Excise Tax, it is also a Franchise Tax and several other things. This is why Federal Judges openly snort at folks making a defense to the Income Tax, so-called, or its administrative mandates in Title 26, based on deficiencies claimed from its Commercial Excise Tax application perspective.”

Such arguments “are only valid and legitimate, if and only if, [you have] ...previously cut and terminated all other adhesive attachments of King’s Equity Jurisdiction, of which the Citizenship Contract is an important item, so that the only remaining disputed area of Equity Jurisdiction left over involves questions of voluntary entrance into Interstate Commerce, an area of Law very much appropriate for an Excise Tax. Then, and only then, do your arguments get addressed by Federal Magistrates. But such a pure and lily white person is extremely rare today, and such a pure and clean rescission out away from King’s Equity is a tactically difficult thing to do, even when you are planning it in advance and are trying to do it.”

Like a fly caught in the spider’s web, numerous points of contact with the web virtually preclude any possibility of escape—and escape can only occur

when ALL points of adhesion are severed. Otherwise: “The Income Tax is highly moral, ethical and correct at Law since mere contracts are being enforced, and it is your probing for technical outs, while retaining the benefits you experienced under the King’s benefits handout under the contract, that is immoral.”

IMPLICIT CONTRACTS

As we have seen and ought to know, contracts do not have to be in writing; a man’s word ought to be his bond. In this section Mercier deals with unwritten, implicit contracts and shows that such contracts must exist in any situation where a benefit is offered and accepted: “...[W]hen an attachment of Equity Jurisdiction is present through the acceptance of federal benefits—this creates an invisible contract. The reason why the King has the right to summarily assess the amount due under unwritten contracts, when you and I might have to have a protracted Trial setting to settle disputed amounts of money, is because the King publishes the terms of his contracts out in the open in his statutes; so such a Public Notice nature of the King’s statutes is deemed by Judges to settle the question of the amount of money damages due. So the only question left to the IRS to address is simply whether or not you are a Taxpayer, and properly so. **So by reverse reasoning, the only way out of the Income Tax, on grounds harmonious with Natural Law and the United States Supreme Court, is to so arrange your affairs as to preclude the attachment of liability to Title 26 altogether as a non-Taxpayer, not in Commerce, and not a recipient of Federal Benefits**, and that is a difficult thing to do, generally speaking.”

Did anyone seize on the use of the phrase “Public Notice” in the preceding paragraph? When something is put into a Public Notice it establishes a *presumption*. In any controversy over the subject matter of a Public Notice referencing Rule 301 of the *Federal Rules of Civil Procedure*, that presumption shifts to the adversarial party a responsibility to rebut the noticed facts.

In the case of statutes such presumptions appear to be quite binding—and they may well be, IF the law applies to the situation!

The Judge says, “It’s the LAW, Mister...” and our immediate tendency is to duck for cover. But what the judge may not be telling is that there might be exemptions to the law just cited, or that said law might not apply to the instant circumstances. If you meekly ass-u-me that it does, then by presumption you are bound, rightly or wrongly.

For example, in a child custody case the Judge might state that it is the LAW that your child has to be immunized in order to go to school. Your lawyer sits silently, accepting the presumption. Uh, OK? No, it is NOT OK—because the same law Title states that there is a specific exemption for “religious beliefs”, of which the Judge has chosen NOT to make you aware. Moreover, if there is no contract of any kind between

you and the King, perhaps the entire body of statutory law does not properly apply to YOU, specifically?

The King’s attorners are absolutely expert in creating binding contracts in exactly this way and unless you are alert to the games at hand, you can be bound so tightly and so quickly as to immediately know how that fly might feel caught in the web. One story goes that a judge asked a man who was challenging the court on the basis of jurisdiction to remove a toothpick from his mouth. When he did, he re-established the jurisdiction of the court—simply by complying with a request made of the “defendant”!

As Mercier concludes: “So, do we really need a written contract on someone in order to bring them to their knees? The answer is, no: No written contract is required by any one in order to work someone else into an immoral position on... default... or some other technical contract requirement... No written statement of the contract is now necessary in the United States, or ever was necessary, going clear back in chronology to the Garden of Eden.

“However, in order to perfect judicial contract enforcement, it is required that you adduce evidence that a benefit was accepted by the other party against whom you are moving, and additionally, that the other party wanted to experience the benefit that you offered to them conditionally. This is a key Equity Jurisdiction Principle to understand in defining a relationship with your regional Prince; because the Prince does not need any individually negotiated, custom written contract from anyone in order to rightfully and properly extract money out of them in a civil extraction proceeding, or otherwise assert a Regulatory Jurisdiction against them... Like the Prince, the King also has his written *prior notice* and *public notice* statutes to point to, and so all the King now needs to do is to adduce some evidence that you experienced a benefit the King offered, and it then becomes unethical for the Federal Magistrate to work an immoral Tort on the King by restraining the unjust enrichment by the acceptance of the King’s benefits....

“...So, in Equity Relationships where contracts govern, no formal written contract is necessary to work someone else into an immoral position on their deficiency of *quid pro quo* reciprocity through the nonpayment of money to you. **And when the King is a party to an unwritten and invisible contract, otherwise disputed factual setting arguments... are not applicable... due to the prior Public Notice effect of his statutes...** If anyone ever tells you that our King is dim witted or dumb, get rid of such a person but quick.”

A footnote underscores the fact that our word is our bond, whether we realize it or not, by stating that we should: “Always view contracts written on paper to represent a *Statement of the Contract*.” Yes, we are actually bound by our VERBAL agreements.

In the next installment in this series, we will consider additional “points of attachment of King’s Equity Jurisdiction on us all.”

Of Mad Cows, Prions And Viroids

The following article has been excerpted from the public website of Kirksville College of Osteopathic Medicine in Arizona.

PRIONS

Prions are infectious agents composed exclusively of a single sialoglycoprotein called PrP 27-30. They contain no nucleic acid. PrP 27-30 has a mass of 27,000 - 30,000 daltons and is composed of 145 amino acids with glycosylation at or near amino acids 181 and 197. The carboxy terminus contains a phosphatidylinositol glycolipid whose components are ethanolamine, phosphate, myo-inositol and stearic acid. This protein polymerizes into rods possessing the ultrastructural and histochemical characteristics of amyloid. **Amyloid** is a generic term referring to any optically homogenous, waxy, translucent glycoprotein; it is deposited intercellularly and/or intracellularly in many human diseases such as:

- Alzheimer’s disease
- Creutzfeldt-Jakob disease
- Down’s syndrome
- Fatal familial insomnia
- Gerstmann-Straussler syndrome
- Kuru Leprosy

The prion is a product of a human gene, termed the PrP gene, found on chromosome 20. This gene contains two exons separated by a single intron. Exon I and Exon II are transcribed and the two RNAs ligated into a single mRNA. This mRNA contains an open reading frame (ORF) or protein coding region which is translated into the PrP protein. The PrP protein is a precursor of the prion protein. It is termed PrP 33-35.

The PrP 33-35 undergoes several post-translational events to become the prion protein (PrP 27-30):

1. Glycosylation—at two sites.
2. Formation of a disulfide bond between two cysteine residues.
3. Removal of the N-terminal signal peptide.
4. Removal of the C-terminal hydrophobic segment.
5. Addition of a phosphatidylinositol glycolipid at the C-terminal.
6. Removal of the N-terminal first 57 amino acids.

In normal cells only the PrP 33-35 protein is synthesized. It is found in the neural cell membrane where it’s function is to sequester Cu++ ions. In abnormal (“infected”) cells, the PrP 27-30 is produced from the PrP 33-35 protein. The PrP 27-30 triggers a series of reactions that produce more PrP 27-30 proteins, i.e., PrP 27-30 induces its own synthesis. In addition to the post translational modifications, the PrP 27-30 protein differs from the PrP 33-35 protein in a single amino acid residue. Residue 178 in the PrP 27-30 contains an asparagine residue whereas the PrP 33-35 protein has an aspartate residue at this position. This causes a conformational change in the PrP 27-30 protein from an a-helix to a b-sheet. This conformational change in the PrP 27-30 protein has three effects:

1. It imparts to the PrP 27-30 protein the ability to induce the same a-helix to b-sheet conformation in the PrP33-35 protein. This is a permanent conformational change. It thus induces its own “replication.”
2. The b-sheet-forming peptides aggregate to form amyloid fibrils.
3. The amyloid fibrils kill thalamus neurons through apoptosis, a programmed series of events that leads to cell death.

All diseases known to be of prion etiology, in animals and humans, are neurodegenerative diseases.

In the human this includes:

- Creutzfeldt-Jakob disease (CJD)
- Fatal Familial Insomnia
- Gerstmann-Straussler syndrome
- Kuru

The pathological and clinical signs of these diseases suggest that they are closely related. In fact they may be variants of the same disorder. All pathological features are confined to the central nervous system. The prion protein accumulates selectively and abnormally in CNS nerve cells during the course of the disease. PrP 27-30 accumulates within the neuropil where it causes:

1. Astrocyte gliosis (an increase in the number of astrocytes).
2. Depletion of dendritic spines in neurons.
3. Formation of numerous vacuoles in the cerebellar cortex (**spongiform encephalopathy**).
4. Amyloidosis—deposition of amyloid in the cerebellar cortex, thalamus, brain stem and in the lumen of blood vessels within the brain. These amyloid plaques consist of discrete eosinophilic glassy-appearing masses, often having radiating amyloid fibrils at their periphery. The plaques are primarily subependymal, subpial and perivascular.

Note that the pathology does **NOT** include any signs of inflammation or fever. This is evidence that the immune system does not respond to the prion protein. Since the prion protein is derived from self this is what you would expect.

These pathologies give rise to the clinical symptomology seen in these patients. These are:

1. A long incubation period (several years) which has given rise to the term “**slow infection**”.
2. Loss of muscle coordination which leads to a difficulty in walking, indicating a functional disorder of the cerebellum.
3. Dementia characterized initially by loss of memory, diminished intellect and poor judgement.
4. Progressive insomnia characterized by a marked reduction or loss of the slow-wave and rapid-eye-movement phases.

Spread of the disease is via **horizontal transmission**, i.e., transmission from one person to another, either directly or by fomites or by ingestion of contaminated meat.

In the past, diagnosis of prion disease was made through examination of brain biopsies taken from patients in advanced stages of the disease or, more commonly, after they had died. In January of 1999 it was found that the prion protein accumulated in the tonsils and could be detected by an immunofluorescence test on tonsillar biopsies. A second test was simultaneously developed which was based on a Western blot. Later that year a third test was developed that had the high sensitivity necessary to detect the prion protein in blood. This test is based on capillary electrophoresis with laser-induced fluorescence. It detects as little as 10⁻¹⁸ mole.

VIROIDS

Viroids are infectious agents composed exclusively of a single piece of circular single stranded RNA which has some double-stranded regions.

Because of their simplified structures both prions and viroids are sometimes called **subviral particles**. Viroids mainly cause plant diseases but have recently been reported to cause a human disease.

Catalytic RNAs are those that have the intrinsic ability to break and form covalent bonds; Viroids are catalytic RNA’s (ribozymes) that cleave RNA to produce fragments containing a 5’-hydroxyl and a 2’, 3’-cyclic phosphate.

This is a nonhydrolytic reaction in which the same number of phosphodiester bonds are maintained and the transesterification reaction is theoretically reversible. This reaction is considered to play an essential role in the replication of these RNAs *in vivo*. Such reactions are all intramolecular and hence quasi-catalytic with single turnover. These RNAs can be manipulated, however, to provide true catalytic cleavage in trans-reactions.

Circular, pathogenic RNAs are replicated by a rolling circle mechanism *in vivo*. There are two variations of this rolling circle mechanism:

In the first variation (A), the circular plus strand is copied by viroid RNA-dependent RNA polymerase to form a concatameric minus strand (step 2). Site-specific cleavage (arrows) of this strand produces a monomer that is circularized by a host RNA ligase (step 3) and then copied by the RNA polymerase to produce a concatameric plus strand. Cleavage of this strand (step 5) produces monomers which, on circularization, produces the progeny circular, plus RNA, the dominant form *in vivo*.

In the other variation (B), the concatameric minus strand of step 1 is not cleaved but is copied directly to give a concatameric plus strand (step 3), which is cleared specifically to monomers for ligation to the circular progeny. Those RNAs that self-cleave only in the plus strand *in vitro* are considered to follow this route.

The hepatitis D viroid genome is a minus strand that gives rise to two RNA species. One of these is a mRNA for the delta antigen and the other is a complete complimentary copy (plus strand or anti-genome). The anti-genome acts as a template to make more minus strands. The minus strand self-cleaves and self-ligates. HDV replication takes place in the nucleus but delta antigen is made in the cytoplasm. The delta antigen is the only protein made by the HDV mRNA. It has a +12 charge at physiologic pH, accumulates in the nucleus and binds to minus strand RNA as a dimer. The delta antigen is necessary for viroid assembly but its exact mode of action is unknown.

The only human disease known to be caused by a viroid is hepatitis D. This disease was previously ascribed to a defective virus called the **delta agent**. However, it now is known that the delta agent is a viroid enclosed in a hepatitis B virus capsid. For hepatitis D to occur there must be simultaneous infection of a cell with both the hepatitis B virus and the hepatitis D viroid. There is extensive sequence complementarity between the hepatitis D viroid RNA and human liver cell 7S RNA, a small cytoplasmic RNA that is a component of the signal recognition particle, the structure involved in the translocation of secretory and membrane-associated particles. The hepatitis D viroid causes liver cell death via sequestering this 7S RNA and/or cleaving it.

The hepatitis D viroid can only enter a human liver cell if it is enclosed in a capsid that contains a binding protein. It obtains this from the hepatitis B virus. The delta agent then enters the blood stream and can be transmitted via blood or serum transfusions.

[Ed: *Someone* needs this information!]

Legal Notices (Continued)

Notices will appear in three consecutive issues, in compliance with the terms of the Uniform Commercial Code regarding sufficient Legal Notice.

GLOBAL ALLIANCE INVESTMENT ASSOCIATION

PUBLIC NOTICE

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 GALA 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

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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

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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.

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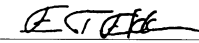
Each nation will have plenty of money for: Schools, Homes, Hospitals, Libraries, and Public buildings and Sports facilities; well equipped and well-paid Fire and Police forces, Coast and Forest patrols, and a well-trained, well-equipped Military; Roads & Highways, 1st class Ports and Airports, fast-craft 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 Philippines, this 3rd day of December 2003.


E.J. Ekker, President & Director


Doris Ekker, Secretary & Director


Ronald Kirzinger, Executive Vice President, Witness



GLOBAL ALLIANCE INVESTMENT ASSOCIATION, Las Vegas, Nevada 702 870-5351
EXECUTIVE OFFICES, 6751 Ayala Avenue, Makati City, Philippines Tel 843-1698 Fax 843-1707

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Legal Notices (Continued)

Notices will appear in three consecutive issues, in compliance with the terms of the Uniform Commercial Code regarding sufficient Legal Notice.

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:

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

PUBLIC NOTICE
SPECIFIC NEGATIVE AVERMENT OF CORPORATION EXISTENCE

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 with rights inherent in Natural Law, do hereby declare as follows:

Whereas corporations are fictions of law and have no real, independent existence, I hereby deny the existence of all corporations and associated fiction-of-law “persons” who are or may be associated with any complaint against me, including but not limited to the following: the CROWN; the UNITED STATES; UNITED STATES COURTS; the STATE OF NEVADA; EIGHTH JUDICIAL DISTRICT COURT; all BAR ASSOCIATIONS; CLARK COUNTY; CLARK COUNTY DEPUTY SHERIFF BAILIFFS ASSOCIATION; CITY OF LAS VEGAS; LAS VEGAS JUSTICE COURT; LAS VEGAS METROPOLITAN POLICE DEPARTMENT; JUDGE CHERYL MOSS; CHARLES HOSKIN, Esquire; MARIA PEREZ, Esquire; FRANCES FINE, Esquire; ADELE RENEE DEWITT; and the fictitious “person”, RONALD KIRZINGER, of 5344 IMAGES COURT.

Correspondence addressed to the fictitious “person”, RONALD KIRZINGER, may be returned with a simple, handwritten notation, “That’s not me,” signed or initialed by myself, *sui juris*, which shall be construed as ongoing lawful denial of such a fiction and shall never properly give rise to a reason to cause or allow harm to me or my children.

If any man or woman has any complaint of trespass to bring against me, such complaint must be brought by the individual, *sui juris*, and not by a fiction-of-law “person” such as those listed above, for adjudication at Common Law, by true judgment and not at equity, by decree.

Whatever anyone may do with the fictitious RONALD KIRZINGER, I will not act as the surety for same and any individual who causes or allows harm to me or my children shall be subject to the penalties of the Common Law for any harm occasioned by their actions.

I declare under penalty of perjury that the foregoing is true and correct. In witness whereof I have affixed my signature this 8th day of December, 2003.

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

PUBLIC NOTICE
NOTICE OF FAILURE TO REBUT PRESUMPTIONS

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:

Whereas there has been no rebuttal to the Public Notice recorded October 10, 2003 (SEVERANCE AND WAIVER, FORFEITURE AND REJECTION OF BENEFITS OFFERED BY THE CROWN, THE UNITED STATES AND ASSOCIATED PERSONS) and whereas the *quid pro quo* of acceptance of benefits is an essential element of every valid contract, it is to be presumed that there is no valid contract in effect between myself and any such persons. This presumption can be rebutted by proof that I have knowingly, intentionally and voluntarily entered into a contract that provides me with benefits—but I declare that no such benefits have been accepted in such manner, so the presumption should stand until proven “on the record” otherwise.

Whereas there has been and truly can be no rebuttal to the Public Notice recorded December 3, 2003 (NOTICE OF BAILMENT CONTRACT AND CIVIL DEATH) and whereas any court at equity has a duty to respect, enforce and uphold such unchallenged contract, and whereas I claim no property other than my own natural body and the natural bodies of my children, and whereas I have no involvement in commerce not subject to the overriding bailment contract, and whereas I have had neither income nor assets not subject to the overriding bailment contract since September 1993, it is to be presumed that I am civilly dead and not a proper person to be involved in legal proceedings at equity.

Whereas I have caused to be recorded on this, the 9th day of December, 2003 a SPECIFIC NEGATIVE AVERMENT OF CORPORATION EXISTENCE, which is un rebuttable, and whereas parties to any controversy must be of equal status, it is to be presumed that proceedings against my person in courts at equity are a nullity and any orders that issue from such proceedings at equity are void.

Whereas ongoing efforts to involve me as the surety for the fiction-of-law RONALD KIRZINGER are fraudulent, extortionate artifices of color-of-law, *de facto* proceedings and appear to be intended to deprive me of my liberty and of my rightful property in the form of my child/son, to wit, Evan Christian: Kirzinger, TAKE NOTICE that any taking of said property without due process of law, at law and not at equity, constitutes the high crime of kidnapping, which is punishable according to the prescriptions of the Common Law.

I declare under penalty of perjury that the foregoing is true and correct. In witness whereof I have affixed my signature this 9th day of December, 2003.

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

PUBLIC NOTICE
NOTICE OF OBJECTIONS

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:

I OBJECT to being involved as the surety for the fiction of law, RONALD KIRZINGER.

I OBJECT to appearing in any *de facto* court of equity due to a complaint by any fictitious plaintiff.

I OBJECT to the inappropriate application of equitable powers in a rush to judgment that formed a contractual obligation where none previously existed, which resulted in deprivation of my liberty and caused me to become indebted despite my being quite civilly dead.

I OBJECT to all efforts to deprive me of my child/son, Evan Christian: Kirzinger.

I OBJECT to all court orders and to all statutes that cause harm to me or my children.

Specifically, I OBJECT to court orders drawn up by Maria Perez, Esquire in the matter of DEWITT V. KIRZINGER and signed by Judge Cheryl Moss, which inaccurately reflect the proceedings as adduced by video evidence or where “findings” of the court are otherwise objectionable:

—To wit, the orders from the 10/15/03 hearing fail to state that Nadine Dewitt was to do all the driving, while there is evidence that Adele Dewitt did most of the driving and thereby violated the court’s order, which it is presumed is the reason for this omission;

—To wit, the orders from the 10/15/03 hearing state that Plaintiff was ordered to prepare a response for the 11/18/03 hearing, when there was no such order made;

—To wit, additional orders from the 10/15 hearing that were never ordered;

—To wit, the fact that Maria Perez, Esquire, did not date her Notice of Entry of Order for the 10/15/03 hearing—filed 11/20/03—until 11/26/03, more than a week after the next hearing date.

—To wit, the orders from the 11/18/03 hearing showing the court’s “finding” of jurisdiction, whereas the record fails to overcome the presumption that Defendant experiences no benefit and that therefore no valid contract exists;

—To wit, the orders from the 11/18 hearing show that Plaintiff completed an alcohol assessment but fail to show that the result was negative, the Plaintiff did not pass the test;

—To wit, the orders from the 11/18/03 hearing showing the court’s “finding” that Defendant should participate in a home study, when a home study has already been done and the home environment was found acceptable;

—To wit, the court’s “finding” that “it is concerned about the child’s safety due to Defendant’s most recent filing and his non-appearance”, when Defendant did appear, in writing, *de bene esse*, and that appearance in no way endangered the child’s safety and probably did protect the child from unlawful taking;

—To wit, the inference that non-appearance by the Defendant at the scheduled 12/15/03 hearing may lead to a change of custody, when it is clear from the video evidence that only a failure to complete the psychological evaluation could lead to that consequence (which would still be plain wrong, given the contents of the Notice of Failure to Rebut Presumptions recorded this date), with the erroneous inference that an appearance in writing, *de bene esse*, would not qualify;

—To wit, an order from the 11/18 hearing that Defendant shall complete a psychological evaluation prior to the 12/15/03 hearing, when again it must be pointed out that any such contractual obligation is a fabrication, since the presumptions established in prior public notices have not been rebutted on the record;

—To wit, an order from the 11/18/03 hearing that spousal support arrearages be reduced to judgment, when nothing in the video evidence of the 11/18/03 hearing validates such an order;

—To wit, an order from the 11/18/03 hearing that Defendant owes a current obligation of \$1,000 per month, when, again, it must be stated that any such purported contractual obligation was severed as of the public notice of 10/10/03, which has not been rebutted on the record, and no such order is able to be deduced from the video record of the proceedings.

Given the foregoing pattern of erroneous orders, it is to be presumed that Maria Perez, Esquire, should be sanctioned for abuse of process and that if she is not so sanctioned, that Judge Cheryl Moss conspired with Maria Perez in allowing said abuse of process and should also be sanctioned.

I declare under penalty of perjury that the foregoing is true and correct. In witness whereof I have affixed my signature this 8th day of December, 2003.

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

If you would like to run personal Legal Notices of your own, similar to the ones on this page, please contact the editor at (702) 880-1179 for consideration of your request. Please be aware that this newspaper can only properly handle requests from Nevada residents.

NEVADA CORPORATIONS:

Foreign Nationals And Corporate Citizenship

Budget’s “Tip of the Week” #10:

Benefits for Foreign Nationals

As a foreign national citizen, when you set up a Nevada corporation you are establishing an entity resident in the United States, with all of the benefits that accrue to that status. And no, you do not ever have to set foot in the country to do this. You can even set up a virtual office presence, with a telephone answered in the name of the corporation to present a different face to the new global community!

A Nevada corporation can provide services for a business in a foreign jurisdiction and receive its income in Nevada, where is taxed at the federal rate of just 15% on the first \$50,000 of net income. In some cases, that advantage alone is sufficient reason to take this step IMMEDIATELY. In the long run, however, you will find that Nevada’s “haven” status will serve you in many other ways as well.

Coming to America

The United States Immigration Service has in recent years relaxed requirements for many high-tech workers, in recognition of the global demand for skilled workers in this field. H1-B visa status—which applies to entertainers, athletes and those who otherwise possess unique skills—is easier to obtain now than at any time in the past. Wouldn’t it be nice if an American company needed you badly enough that it would help you to qualify for an H1-B visa? You just might have a LOT to offer this country!

H1-B visa quotas are often filled quickly but there is another type of visa that might be of interest to any foreign national working in a management capacity. An executive or manager of a foreign corporation affiliated with a U.S. corporation can qualify for an L visa, if the following requirements are fulfilled:

1. The foreign corporation must be affiliated with the American (Nevada) corporation and should have assets in excess of \$500,000.
2. Document that you are in fact an executive or manager of a foreign corporation affiliated with the U.S. corporation.
2. Document that the U.S. corporate affiliate is in need of someone with your skills and abilities. (An advertisement demanding a special combination of skills and abilities that just happen to match your own will help a lot.)
3. Document your skills and abilities relative to the U.S. corporation’s needs.

In addition to the L-type visa, foreign nationals may be able to avail themselves of E-type visas, which typically involve investment in U.S. businesses. We suggest you consult with an immigration

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• Budget corporate record book		Budget Mail Forwarding (18 per yr)	\$ 50
• 3.5” floppy disk of resources		Full Mail Forwarding (240 pcs/yr)	\$150
TOTAL			\$410
For more information:			
“THE NEVADA CORPORATION MANUAL”			
Priced at just \$45, including shipping and handling			

Budget

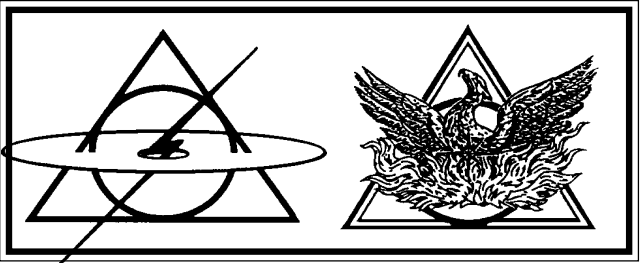
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‘The dogs may bark, but the Caravan moves on.’
—an old Islamic saying