

TRACKING THE BIRTH CERTIFICATE SCHEME

HOW THE UNENLIGHTENED ARE PICKED CLEAN

When a child is born within the corporate United States, a Record of Live Birth form (a commercial Bill of Lading), or similar, is issued by the hospital. The father and mother sign this hospital form (a receipt for goods) as the parents (manufacturer) and title holders (owners) of the goods (child). The transfer of the property Rights (the child's Rights) to the State is accepted by the signature of their government agent, a State licensed Physician. The parents have unknowingly pledged their child's future and labors to the government and signed a presumed contract. This converts the legal status of their child to that of chattel property in permanently indentured servitude (See Preface, Part I). The State becomes the de facto holder of the Rights to the child (collateral).

Next, the hospital sends the Record of Live Birth to the State Bureau of Vital Statistics, sometimes called the department of Health and Rehabilitative Services (HRS) in some States. Each State is required to supply the Federal government with birth, death, and health statistics. The State agency that receives the Record of Live Birth (title) keeps it and then issues a Birth Certificate (BC). The BC is a commercial instrument (document) evidencing that the State is holding the title (ownership) to the child. Holding the title is not the same as having possession of the property, so the State is the "holder" of the instrument but not the "holder in due course". This is all based on the presumed acceptance of the contract (Record of Live Birth) between the manufacturer (parents) and the purchaser (State). The parents are not aware of this assumed contract because it was never revealed to them nor was full disclosure made in good faith, so they don't object to what they don't know. The current holder of your commercial birth document (receipt) is able to capitalize on it because of your failure to instruct the holder to do otherwise, due to your silence and lack of legal action.

cer-tif-i-cate, noun. Middle English certificat, from Middle French, from Medieval Latin certificatum, from Late Latin, neuter of certificatus, past participle of certificare, to certify, 15th century. 3 : a document evidencing ownership or debt. (Merriam Webster Dictionary 1998).

This Birth Certificate issued by the State is then registered with the U.S. Department of Commerce through their agency, the U.S. Census Bureau, who is responsible to collect vital statistics from all the States. The word "registered", in commercial law, does not mean that your name was merely noted in a registry or book for reference purposes. **When a Birth Certificate is registered with the U.S. Department of Commerce, it means that the child's persona named on it has become a surety or guarantor as collateral for a commercial loan.**

registered. Security, bond. (*Merriam-Webster's Dictionary of Law* 1996).

Security. 1a: Something (as a mortgage or collateral) that is provided to make certain the fulfillment of an obligation. Example: **used his property as security for a loan.** 1b: "surety". 2: Evidence of indebtedness, ownership, or the right to ownership.

Bond. 1a: A usually formal written agreement by which a person undertakes to perform a certain act (as fulfill the obligations of a contract) ...with the condition that failure to perform or abstain will obligate the person ...to pay a sum of money or will result in the forfeiture of money put up by the person or surety. 1b: One who acts as a surety. **2: An interest-bearing document giving evidence of a debt issued by a government body or corporation that is sometimes secured by a lien on property and is often designed to take care of a particular financial need.**

Surety. The person who has pledged him or herself to pay back money or perform a certain action if the principal to a contract fails, as collateral, and as part of the original contract. (*Duhaime's Law Dictionary*).

1: a formal engagement (as a pledge) given for the fulfillment of an undertaking. 2: one who promises to answer for the debt or default of another. Under the Uniform Commercial Code, however, a surety includes a guarantor, and the two terms are generally interchangeable. (*Merriam-Webster's Dictionary of Law* 1996).

Guarantor. A person who pledges collateral for the contract of another, but separately, as part of an independent contract with the obligee of the original contract. (*Duhaime's Law Dictionary*).

It's not difficult to see that a Birth Certificate is a document evidencing debt the moment it's issued. This is how it works: Once each State has registered, by commercial bulk transfer, the Birth Certificates with the U.S. Department of Commerce, the **U.S. Department of the Treasury then issues Treasury Securities in the form of Treasury Bonds, Notes, and Bills using the birth certificates as sureties or guarantors for these purported Securities.** This means that the bankrupt corporate U.S. can guarantee to the purchasers of their Securities the lifetime labor of all Americans as collateral for payment. Isn't it nice to know that when you were born, within days **you became the collateral for corporate U.S. debt-loans through the assumed contract your parents thought was nothing more than a Record of Live Birth?** But wait... the chain of events gets even more interesting.

Who purchases these Treasury Securities? Nearly all are purchased by commercial institutions and brokerage firms on behalf of their individual clients. These purchases are called commercial book entry transactions whereby the individual purchaser never receives a paper stock certificate. Follow very closely and see if you can notice the monopoly and identity of the World Power Brokers unfolding here. Key words are underlined:

1. The commercial book entry system is operated exclusively by the privately owned Federal Reserve System (formerly the Federal Reserve Bank) as fiscal agents of the U.S. Treasury Department
2. All these securities are recorded in the commercial book entry system as "book entry issues" held for the account of the depository institution.
3. The exclusive depository institution is the Depository Trust Company (DTC), a privately owned trust company (bank), which maintains records identifying the individual "beneficial owners" of securities that the DTC holds (holder) in its account in the commercial book entry system.
4. The Depository Trust Company is an operating unit of (owned by) the Federal Reserve System.
5. The Depository Trust Company transfers all the securities to their own private holding company Cede & Company.
6. Cede & Company is the holder of nearly \$20 trillion (\$ 20,000,000,000,000) of stocks and bonds.
7. The Federal Reserve System uses the Treasury Securities it holds as collateral to print and issue Federal Reserve Notes, which are further debt obligations.

a contract can only be valid if it follows all the Rules and Process of law that created it. One of the main

elements or rules of contract law states that all parties must understand the scope, nature, terms, and conditions to be entered into by mutual “good faith,” with full disclosure of the terms and conditions to both parties, and consent by all parties. A contract entered into absent full disclosure is void ab initio (from the beginning). Whenever the elements of “good faith” disclosure and/or “consent” are missing, any contract can automatically be ruled null and void if the deceived or defrauded party enforces the Rules of Law. Once again, silence is default. If you say nothing, you have defaulted.

UCC 1-203 Obligation of good faith.—Every contract or duty within this code imposes an obligation of good faith in its performance or enforcement.

Were you aware of the implied and “presumed” contract between you and the Real Party of Interest, the owners of the Federal Reserve System? In all law and truth, it doesn’t exist, does it?

UCC 1-201 Definitions— (31) “Presumption” or “presumed” means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.

Were all terms and conditions disclosed to you at birth or any time since then? Of course not. Legally, once you rebut the presumption by affidavit for failure to disclose the terms and conditions or obtain mutual consent, the contract automatically becomes null and void. Such a contract as this, which has unlawfully bound the average American to it, is considered fraud or misrepresentation. For example:

UCC 1-103 Supplementary general principles of law applicable.—Unless displaced by the particular provisions of this code, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions.

As you can now see, the major flaw in all artificial governments and their “laws” is the absence of a genuine and legal agreement between the parties due to a failure to fully disclose, have a meeting of the minds, and lack mutual “good faith.” In their presumption that you have agreed to a bona fide contract with the government, you were never informed of the full terms and conditions of the purported contract.

The reason this situation could exist in the first place is due to the fact that the American People have fooled themselves, lied to themselves, and failed to communicate among themselves. They have put aside their Holy Bibles and replaced the True Law of God with the laws of men. The world of man’s laws and governments was brought about by the very people who are now servants to the “system”. Since Lincoln’s War, Christian Americans have lived in fear of speaking out against wrongs that they see taking place.

According to the universal principles and foundations of contract law (See Background, Part I), in the absence of a genuine agreement, no contract exists. What does exist is nothing more than a presumption of contract based on the deceived party (you) having foolishly trusted in the government. Although fraud is unlawful, it is not illegal in artificial State rulership systems. Keep in mind, once again, that all governments are structurally fraudulent due to the origins of their artificial conception. Based on this premise of evidence, it’s an obvious fact that fraud must be “legal” as governments are able to judge themselves as legal in the first place. In other words, the existence of a government is a legality of fraud ab initio.

Holder in Due Course. In Commercial Law, the ultimate owner of any “Document of Title” is known as

the “Holder in Due Course” (HDC). He is the only one who possesses a valid claim to “title” whereby the goods or property are deliverable to him. By comparison, a technical “Holder” may legally possess a “Negotiable Instrument”, but he lacks the ultimate claim of “title” held by the HDC and is nothing more than a receiver and collector of payments. The HDC receives the delivery of the property; the Holder merely receives payment for the property.

UCC 1-201 DEFINITIONS– (20) “Holder,” with respect to a negotiable instrument, means the person in possession if the instrument is payable to bearer or, in the case of an instrument payable to an identified person, if the identified person is in possession. “Holder,” with respect to a document of title, means the person in possession if the goods are deliverable to bearer or to the order of the person in possession.

UCC 3-302 HOLDER IN DUE COURSE — Subject to subsection (c) and Section 3-106(d), “holder in due course” means the holder of an instrument if: (1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity; and (2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series, (iv) without notice that the instrument contains an unauthorized signature or has been altered, (v) without notice of any claim to the instrument described in Section 3-306, and (vi) without notice that any party has a defense or claim in recoupment described in Section 3-305(a).

As stated earlier, your Birth Certificate is simply a warehouse receipt. Birth Certificates are bundled together and transferred or purchased in “bulk sales” under one or more of the provisions found in UCC 6-104 through 108. However, **possession of your Birth Certificate was not taken by the government in “good faith” and the legal Holder (government) cannot “enforce the instrument free from all claims and personal defenses.”** This means that whoever, or whatever artificial entity, is now acting as the purported “owner” of your Birth Certificate can, in legal reality, only be a technical “Holder” of the Negotiable Instrument and can never be the actual “Holder in due Course”. **Only you can be the HDC**, owner of all your earthly affairs and everything else concerning ownership of your legal life. When you really think about it, the HDC is the most powerful position in any exchange of property or goods in commercial law. The allodial key to understanding this lies in whether you are or are not the HDC of your Document of Title of birth, the Negotiable Instrument to your legal existence. Once you see that you are the legal HDC to your own Title of Rights, your whole worldly life will change dramatically. You are then, once again, a sovereign with respect to anything of which you are the Holder in Due Course. This will make you the HDC of “yourself”, both the real biological person and the artificial persona. It will place you as the ultimate, this is the “legal” means by which your physical being and your Spiritual being can join together in true Freedom and Liberty.

The “secret” to becoming the HDC is known as “Acceptance for Value.” Your Birth Certificate (Document of Title) is currently held by “unknown parties” who can never be the HDC of it. Only you, and you alone, can become the HDC. When your offer of “purchase” is made, title passes upon acceptance of the offer. The offer (your UCC-1) is accepted by the previous Holder (the government) when they record it in the State records for a fee payment (value). The “acceptance for value” is made by the government in accordance with two Rules of law: One, the fee paid for recording the instrument; Two, since it is recorded without objection, it is also accepted by their own conduct, both implied and direct.

All that remains to do at this point is to **give or show affidavit evidence of the exchange (a copy of**

your recorded UCC-1 Financing Statement with the State acceptance seal and certification).

“Acceptance” and “offer” are the two mandatory elements to any legal contract in commercial law.

“Acceptance” or “Acceptance for Value”, for the purpose of commercial law, is “acquiescence”. Look carefully at these definitions written by Canadian lawyer Lloyd Duhaime from *Duhaime’s Law*

Dictionary:

Acceptance. A contract is a legally binding agreement between two or more parties which starts with an offer from one person but which does not become a contract until the other party signifies an unequivocal willingness to accept the terms of that offer. The moment of acceptance is the moment from which a contract is said to exist, and not before. Acceptance need not always be direct and can be implied by conduct.

Acquiescence. Action or inaction which binds a person legally even though it was not intended as such. For example, action which is not intended as a direct acceptance of a contract will nevertheless stand as such as it implies recognition of the terms of the contract. If I display a basket of fruit in a marketplace and you come by, inspect an apple and then bite into it, you have acquiesced to the contract of sale of that apple.

Offer. An explicit proposal to contract which, if accepted, completes the contract and binds both the person that made the offer and the person accepting the offer to the terms of the contract.

In this modern world, man’s laws dictate that there are only two classes of people in any legal proceeding. You are either a Creditor or a Debtor. When your “legal sovereignty” is established, you become the sovereign Creditor of your life and affairs. Every adverse party then becomes your Debtor. However, if you do not establish your legal sovereignty, you do not “own” yourself (your own title) as the HDC; you have no legal capacity; you have no “standing in law” to assert your Rights; and you will remain a permanent Debtor as you are now. As Debtor, you will always lose in every dispute or claim by the current “system” for “failure to state a claim upon which relief can be granted”.

Reclaiming the legal ownership of your persona (straw man) acts as an “equitable estoppel” to any and all who come against you in commerce and law.

Equitable estoppel. An estoppel that prevents a person from adopting a new position that contradicts a previous position maintained by words, silence, or actions when allowing the new position to be adopted would unfairly harm another person who has relied on the previous position to his or her loss. (called also estoppel in pais). Source- Merriam Webster’s Dictionary of Law 1996.

If you do not reclaim your legal Rights of title and ownership to your persona, which makes you the Creditor and absolute sovereign ruler of your “straw man”, you will not be sovereign and you will lose every claim made against you. This is the reason why, if you ever think of hiring an ABA attorney to represent you in any legal proceeding against the “system”, you must demand up front that he make you the Holder in Due Course of the action. Since he legally can’t do this, then you will lose if he “appears” for or “represents” you. The best any Bar(fly) attorney can do is make a deal with the system Creditor, which is a negotiated settlement of the money being claimed as damages. You must be the HDC to be able to ensure victory in all dealings with the government and the “system”.

We conclude Part V with some Maxims for you to absorb:

Quod initio vitiosum est, non potest tractu temporis convalescere– Time cannot render valid an act

void in its origin.

Falsus in uno, falsus in omnibus– False in one thing, false in everything.

Quae malasunt inchoata in principio vex peragantur exitu– Things bad in the commencement seldom end well.

Quod ab initio non valet, in tractu temporis non convalescere– What is not good in the beginning cannot be rendered good by time.

THE BODY DOES NOT ADMIT OF VALUATION

The human body does not admit of valuation {Corpus humanum non recipit æstimationem};

The body of a freeman does not admit of valuation (The Body Cannot be Liened or Levied, the Body is the Temple of the Soul, and Ultimately God's Property.){Liberum corpus nullam recipit æstimationem};

Under the name of merchandise men are not included {Mercis appellatione homines non contineri; Dig. 50. 16. 207};

A sacred thing does not admit of valuation {Res sacra non recipit æstimationem; Dig. 1. 8. 9. 5};