Notice of Understanding

I, Beneficiary and Administrator, as well as appointed Director for the legal person JOHN DOE strictly no rights of usufruct, all rights reserved under God, do solemnly and sincerely declare that:

Claimant: Internal Revenue Service and Patricia Lacosta Electronic products & Svcs Support

I write to you as a competently minded living man, whose flesh lives and the blood flows as a natural person. The fact that you wrote me is a presumption that I am not dead or a legal fiction.

I apologize for any confusion that I may have caused and I will do my best to help clear this matter up with this notice.

All and any previous responses replies answers appeals defenses and or other should be disregarded ignored and replaced with the contents of this Statutory Declaration

Any implied presumed assumed agreement and or contract with claimants has never been granted and is hereby rescinded denied revoked ab initio

Any presumed assumed general and or special and or exclusive and or executive power of attorney under which and or with which the claimants have acted and are acting and or intend to act as by and for JOHN DOE has never been granted and is hereby rescinded denied revoked ab initio

Any implied presumed assumed rights of usufruct under which the claimants have acted and or are acting and or intend to act has never been granted and is hereby rescinded denied revoked ab initio

Ab initio: is a Latin term meaning "from the beginning"

The Misrepresentation Act 1967

sections (1) through (3) and it is now for a director and or executive of claimants to prove otherwise by way of Statutory Declaration deposed under penalty of perjury.

At no time have I consented to the proceeding of a private arbitration court and or tribunal and any assertion to the contrary is denied ab initio placing the burden of proof upon the claimants

The Bill of Rights 1689 states -

That all grants and promises of fines and forfeitures of a particular persons before conviction are illegal and void.

The Claimants have no lawful authority to demand money for allegations which have not been dealt with by a Court of Law.

And I make these solemn declaration conscientiously believing the same to be true, and virtue of the provision of the Statutory Declaration Act 1835

My Terms & Conditions of Business Actual and Constructive notice of Contractual Agreement

Universal offer of Contract NON NEGOTIABLE

If you agree to the following terms demonstrate as much by entering into business with me. All words carry the meaning as intended by me. Any and all parties (hereafter "you") engaging, and or seeking to engage, in business with John Doe (hereafter "l','me','my"myself') agree that any and all contractual agreements arising from and or deriving from our communications(s) and or interaction(s) and or action(s) are done so on the following understanding(s) which at no time may be controverted revoked or denied.

You agree that you will act with honesty transparency integrity at all times and or in all interactions with me and in the event that you do not the value of the entire contractual agreement shall become payable to me.

You agree that strictly no rights of usufruct are to be conveyed gifted transferred to you and or any of your associates, agents, contractors, at any time, whether now or at any time in the future.

You agree that any and all document(s) requiring and or containing the signature and or autograph of and or for and or as by John Doe are to be held expressly and specifically for the exclusive benefit of John Doe at all times.

You agree that upon closure of a relation any and all documents containing the original signature and or autograph of John Doe is are to be returned to me by way of recorded delivery.

You agree that if, during the course of our relation, I am put to any inconvenience (as deemed an "inconvenience" by me) that the fee schedule contains herein shall apply.

Let me continue,

Allow me to introduce myself, I am the Beneficiary and Administrator, as well as appointed Director for the legal person JOHN DOE strictly no rights of usufruct, all rights reserved. From now on, you may refer to me with my living man's name: John Doe (note the upper and lower case distinction and I shall elaborate as to why that is, in the following body of text. I am writing to clarify the situation, of what I presume is a simple clerical error. In order to clarify I will need to remove any and all presumptions, by providing you with clear evidence so as to allow you to draw the same conclusions.

My declarations should make it very clear that IRS has no jurisdiction to claim what they are claiming of the legal person JOHN DOE especially in terms of taxation. The following will help to simply shed light on this matter.

LEVENE, APPELLANT; AND COMMISSIONERS OF INLAND REVENUE, RESPONDENTS

[1928] A.C. 217

It is trite law that His Majesty's subjects are free, if they can, to make their own arrangements, so that their cases may fall outside the scope of the taxing Acts. They incur no legal penalties and, strictly speaking, no moral censure if, having considered the lines drawn by the Legislature for the imposition of taxes, they make it their business to walk outside them. It seems to follow from this and from other general considerations that the subject ought to be told in statutory and plain terms, when he is chargeable and when he is not

I first have to establish that the United States, much like Canada, is just a corporation.

Under the US code 28 U.S. Code 3002 Definitions (15) United States means

(A)a Federal corporation;

(B)an agency, department, commission, board, or other entity of the United States; or (C)an instrumentality of the United States.

The Internal Revenue Code (IRC), formally the Internal Revenue Code of 1986, is the domestic portion of federal statutory tax law in the United States, published in various volumes of the United States Statutes at Large, and separately as Title 26 of the United States Code (USC).[1] It is organized topically, into subtitles and sections, covering income tax (see Income tax in the United States), payroll taxes, estate taxes, gift taxes, and excise taxes; as well as procedure and administration. Its implementing agency is the Internal Revenue Service.

Internal Revenue Code, as a statutory law, is clearly lower than the constitution.

Now that we understand the US is a corporation, and that the IRS (that sits underneath the Constitution), and it is clearly linked to the constitution. Now....

The two following are case laws. The first one speaks to how it the constitution does not apply to me, the free and living man on the land, at all.

Case #1

Padelford, Fay & Co. v. Mayor and Aldermen of City of Savannah

Ga. 438, 1854 WL 1492 (Ga., Jan Term 1854) (NO. 64)

"No private person has a right to complain by suit in court on the ground of a breach of the United States constitution; for, though the constitution is a compact, he is not a party to it."

This evidence says I have nothing to do with the constitution as a free sovereign living person, furthermore...

Case #2

Barron v. Mayor & City Council of Baltimore, 32 U.S. 243 (1833)

Opinions

Mr. Chief Justice MARSHALL delivered the opinion of the court.

"The Constitution was ordained and established by the people of the United States for themselves, for their own government, and not for the government of the individual States."

So hopefully at this point we have established that the US is a corporation, and that its laws apply solely to itself and its agents, and anyone contracting to it. But I remain as a living free man with all my inherent rights intact, not obliged to follow the laws or statutes of US, as they fall well away from the jurisdiction of this freeman. I operate under Common Law.

What is also noteworthy, your constitution also says it is the supreme law of the land, and case law we just looked at, reveals that it only applies to its own agents. So if there was some confusion let me make this clear.

I declare that I have not worked for the government in any capacity. And if you feel I have worked for the government, please show me my pay stubs of that employment (as I do not work for free), and also tell me what my role/responsibilities were. I have signed no contract nor received any pay. Was there valuable consideration?

Black's Law Dictionary Free Online Legal Dictionary 2nd Ed.

What is VALUABLE CONSIDERATION?

The distinction between a good and a valuable consideration is that the former consists of blood, or of natural love and affection; as when a man grants an estate to a near relation from motives of generosity, prudence, and natural duty; and the latter consists of such a consideration as money, marriage which is to follow, or the like, which the law esteems an equivalent given for the grant 2 Bl. Comm. 297. A valuable consideration is a thing of value parted with, or a new obligation assumed, at the time of obtaining a

thing, which is a substantial compensation for that which is obtained thereby. It is also called simply "value." Civ. Code Dak.

What is SURETY?

A surety is one who at the request of another, and for the purpose or securing to him a benefit, becomes <u>responsible</u> for the <u>performance</u> by the latter of some act in favor of a <u>third person</u>, or hypothecates property as security therefor. Civ. Code Cal.

I declare that I am not surety for JOHN DOE.

I also declare that I am a lawful man under God's law and do not belong to the legal world as I am not the legal fiction all capitalized name JOHN DOE but rather the Upper and Lower case John Doe a free man with all his inherent rights, all rights reserved.

I declare that I have no contracts with the IRS, or the corporation USA. It's clear to me that your laws are meant solely for your government and its agents and were not meant to be applied to me, as I declare that I am operating only under god laws/natural law/ common law. Every man can do as he desires, so long as he does no harm and breeches no peace in this world.

Certificate; paper establishing an ownership claim; also, an assertion of facts.

I the living man John Doe in control of the birth certificate document the legal man All caps JOHN DOE.

I the living man John Doe reserve all my inherent rights under god. I also reserve the former rights, under God's Law, not to be bound by any contract, or commercial agreement, that I did not enter knowingly, voluntarily, and intentionally.

U.C.C. Law

- § 1-308. Performance or Acceptance Under Reservation of Rights.
 - (a) A <u>party</u> that with explicit reservation of rights performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby prejudice the rights reserved. Such words as "without prejudice," "under protest," or the like are sufficient.

Common law:

The part of English law that is derived from custom and judicial precedent rather than statutes. Often contrasted with statutory law the body of English law as adopted and modified separately by the different states of the US and by the federal government. Denoting a partner in a marriage by common law (which recognized unions created by mutual agreement and public behavior), not by a civil or ecclesiastical ceremony.

Common Law is based on God's law. Anytime someone is charged under the Common Law, there must be a damaged party. You are free under the Common Law to do anything you please, as long as you do not infringe on the life, liberty, or property of someone else. You have a right to make a fool of yourself provided you do not infringe on the life, liberty, or property of someone else. The Common Law does not allow for any government action which prevents a man from making a fool of himself. For instance, when you cross over the state lines in most states, you will see a sign which says, "BUCKLE YOUR SEAT BELTS - IT'S THE LAW. "This cannot be Common Law, because who would you injure if you did not buckle up? Nobody. This would be compelled performance. But Common Law cannot compel performance. Any violation of Common Law is a CRIMINAL ACT, and is punishable.

Equity Law

Equity Law is law which compels performance. It compels you to perform to the exact letter of any contract that you are under. So, if you have compelled performance, there must be a contract somewhere, and you are being compelled to perform under the obligation of the contract. Now this can only be a civil action - not criminal. In Equity Jurisdiction, you cannot be tried criminally, but you can be compelled to perform to the letter of a contract. If you then refuse to perform as directed by the court, you can be charged with contempt of court, which is a criminal action. Are our seatbelt laws, Equity Laws? No, they are not, because you cannot be penalized or punished for not keeping to the letter of a contract.

Admiralty/Maritime Laws

This is civil jurisdiction of Compelled Performance which also has Criminal Penalties for not adhering to the letter of the contract, but this only applies to International Contracts. Now we can see what jurisdiction the seatbelt laws (all traffic codes, etc) are under. Whenever there is a penalty for failure to perform (such as willful failure to file), that is Admiralty/Maritime Law and there must be a valid international contract in force.

However, the courts don't want to admit that they are operating under Admiralty/Maritime Jurisdictions, so they took the international law or Law Merchant and adopted it into our codes. That is what the Supreme Court decided in the Erie Railroad case - that the decisions will be based on commercial law or business law and that it will have criminal penalties associated with it. Since they were instructed not to call it, Admiralty Jurisdiction, they call it Statutory Jurisdiction.

I have no a valid international contract in force.

Genesis 1:28

Viewing the King James Version. Click to switch to 1611 King James Version of Genesis 1:28.

And God blessed them, and God said unto them, Be fruitful, and multiply, and replenish the earth, and subdue it: and have dominion over the fish of the sea, and over the fowl of the air, and over every living thing that moveth upon the earth.

Maxims of Law:

#1 Equity will not suffer a wrong without a remedy.

#2 Where there is equal equity, the law shall prevail.

The following three definitions come from Black's Law Dictionary Free Online Legal Dictionary 2nd Ed.

What is COLOR OF AUTHORITY?

That semblance or <u>presumption</u> of authority sustaining the acts of a public officer which is derived frm his apparent title to the office or from a writ or other process in his hands apparently valid and regular. State v. Oates, 80 Wis. 634, 57 N. W. 290, 39 Am. St. Rep. 912; Wyatt v. Monroe, 27 Tex. 208.

What is COLOR OF LAW?

The appearance or semblance, without the substance, of <u>legal right</u>. McCain v. Des Moines, 174 U. S. 108, 19 Sup. Ct. (H4, 43 L. Ed. 936

What is COLOR OF OFFICE?

An act unjustly done by the <u>countenance</u> of an office, being grounded upon corruption, to which the office Is as a shadow and color. Plow. 64. A claim or assumption of right to do an act <u>by virtue of</u> an office, made by a person who is legally destitute of any such right. The phrase implies, we think, some official power vested in the actor,

Trust Law

The following three definitions come from Black's Law Dictionary Free Online Legal Dictionary 2nd Ed.

Settlor: The grantor or donor In a deed of settlement.

Beneficiary: One for whose benefit a trust is created; a cestui que trust.

Trustee: The person appointed, or required by law, to execute a trust; one in whom an estate, interest, or power is vested, under an express or implied agreement to administer or exercise it for the benefit or to the use of another. "Trustee" is also used in a wide and perhaps inaccurate sense, to denote that a per- son has the duty of carrying out a transaction, in which lie and another person are interested, in such manner as will be most for the benefit of the latter, and not in such a way that he himself might be tempted, for the sake of his personal advantage, to neg- lect the interests of the other. In this sense, directors of companies are said to be "trustees for the shareholders."

CESTUI QUE TRUST: He who has a right to a <u>beneficial interest</u> in and out of an estate the <u>legal title</u> to which is vested in another. 2 Waslib. Real Prop. 163. The person who possesses the <u>equitable right</u> to property and receives the <u>rents, issues, and profits</u> thereof, the <u>legal estate</u> of which is vested in a trustee. It has been proposed to <u>substitute</u> for this uncouth term the English word "<u>beneficiary</u>," and the latter, though still far from universally adopted, has come to be quite frequently used. It is equal in precision to the antiquated and unwieldy Norman phrase, and far better adapted to the genius of our language. The *cestui que use* and trust were rooted in medieval law, and became a legal method to avoid the feudal (medieval) incidents (payments) to an overlord, while leaving the land for the use of another, who owed nothing to the lord.

The law of cestui que tended to defer jurisdiction to courts of <u>equity</u> as opposed to common law courts. The cestui que was often utilized by persons who might be absent from the kingdom for an extended time (as on a Crusade, or a business adventure), and who held tenancy to the land, and owed feudal incidents to a lord. The land could be left for the use of a third party, who did not owe the incidents to the lord.

My beginnings...

I declared that, when I was born my parents (the Settlor/Grantor) with their signatures created a live birth record which has the John Doe on it and they registered me with a Live Birth Record.....and this is the highest document that is known to me. From this the birth certificate is created. This is where we first see the all capitalized JOHN DOE, the legal person. Legal title to my all caps on the birth certificate name went to the Government.

I declare the birth certificate gives me the soul share equity to that title/legal person.

The concept of title and what creates a trust can be simply explained.

For instance when dealing with a title to a piece of property. There is legal title and equitable title... a trust is created when those titles are split....

One party is sent the legal title (making them the trustee of that legal title) the other party holding the equitable title (is the beneficiary of the trust)

What I am saying here is that we are basically dealing with trust law. My parents kept the sole controlling share of my legal person for me, in safe keeping for me until I was 18, where I took control of my legal person.

The all caps name:

In this section we will see that my declarations and evidence makes a clear distinction between the legal name/person and lawful name/person that needs to be made from the upper and lower case name John Doe to the all caps name JOHN DOE.

A letter from Colin T. Clarkson of the Cambridge U. (England)

Dear Mr. Kenaston,

I have checked A comprehensive grammar of the English language, by Randolph Quirk... [et al.] (London: Longman, 1985), The Oxford English grammar, by Sidney Greenbaum (Oxford: Oxford University Press, 1996) and Hart's rules for compositors and readers at the University Press, Oxford, by Horace Hart, 39th edition (Oxford: Oxford University Press, 1983). I find no grammatical rule which defines a situation in

which all the letters of a name or, indeed, of any word should appear as capitals. Rather the use of capitals or small capitals in this way is simply a typographical device used for emphasis, for example of headings or keywords.

Yours sincerely,

Colin T. Clarkson

Jurisprudence by John William Salmond

112. Double Personality.

It often happens that a single human being possesses a double personality. He is one man, but two persons. Unus homo, it is said, plures personas sustinet. In one capacity, or in one right as English lawyers say, he may have legal relations with himself in his other capacity or right. He may contract with himself, or owe money to himself, or transfer property to himself. Every contract, debt, obligation, or assignment requires two persons; but those two persons may be the same human being. This double personality exists chiefly in the case of trusteeship. A trustee is, as we have seen, a person in whom the property of another is nominally vested, to the intent that he may represent that other in the management and protection of it. A trustee, therefore, is for many purposes two persons in the eye of the law. In right of his beneficiary he is one person, and in his own right he is another. In the one capacity he may owe money to himself in the other. In the one capacity he may own an encumbrance over property which belongs to himself in the other. He may be his own creditor, or his own landlord; as where a testator appoints one of his creditors as his executor, Or makes one of his tenants the trustee of his land. In all such

The only law which allow for deciding cases involving all-capital names (a conspicuous term) is commercial law.

So, in addition to there being no American English rule of grammar to put names in all capitals, there is neither - for those who believe that England still rules this country (and they probably do) - an English rule of grammar. So the rule which puts our names in all capital letters is outside the rules of grammar.

The only place in law which explicitly recognizes something written in all capitals is the legal definition for "conspicuous". This comes from the Uniform Commercial Code, 1-201(10), and is picked up in Black's Law Dictionary starting with the 5th edition (1979),

conspicuous term or clause. - taken from Black's 6th

A term or clause is conspicuous when it is so written that a reasonable person against whom it is to operate ought to have noticed it. For example, printing in italics or boldface or contrasting color, or typing in capitals or underlined, is conspicuous. Rev. Model Bus.Corp. Act, 1.40. A printed heading in capitals (as: NON-NEGOTIABLE BILL OF LADING) is conspicuous. Language in the body of a form is conspicuous if it is in larger or other contrasting type or color. But in a telegram any stated term is conspicuous.

Whether a term or clause is conspicuous or not is for decision by the court. Uniform Consumer Credit Code, 1.301(devil); U.C.C. 1-201(10). Size of type face alone does not determine whether required disclosure is conspicuous for purpose of Truth in Lending Act; rather, location of disclosure, and manner in which it is set off from other information, are also determinative. Robinson v. Olin Federal Credit Union, D.C.Conn., 48 B.R. 732, 740. [Emphasis added.]

The U.C.C. definition for "conspicuous", UCC 1-201(10), is duplicated in the Florida Statutes, in the U.C.C. chapters:

Conspicuous - U.C.C. 1-201(10); F.S. 671.201(10)

A term or clause is conspicuous when it is so written that a reasonable person against whom it is to operate ought to have noticed it. A printed heading in capitals (as: NON-NEGOTIABLE BILL OF LADING) is conspicuous. Language in the body of a form is conspicuous if it is in larger or other contrasting type or color. But in a telegram any stated term is conspicuous. Whether a term or clause is conspicuous or not is for decision by the court.

It is also used in the chapter of the Florida Statutes governing corporations:

F.S. 607.01401 Definitions.--As used in this act, unless the context otherwise requires, the term:

(4) "Conspicuous" means so written that a reasonable person against whom the writing is to operate should have noticed it. For example, printing in italics, boldface, or a contrasting color or typing in capitals or underlined is conspicuous.

Truth in Lending Act - 15 USC 1601 et seq.

The only explanation for all capital letters in "The Gregg Reference Manual" 8th edition, is found in Chapter 3, Sec. 358, Legal Documents:

"In legal documents many words that would ordinarily be written in small letters are written with initial capitals or all capitals--for example, references to parties, the name of the document, special provisions, and sometimes spelled-out amounts of money..."

But another quote purportedly from the Gregg manual reads: "A name spelled in all capital letters or a name initialed, is not a proper noun denoting a specific person, but is a fictitious name, or a name of a dead person, or a nom de guerre."

One could speculate with this information that one interpretation of an all capital name is one of a monetary amount. Noting that the original definition came from the Rev. Model Bus. Corp. Act (Revised Model Business Corporation Act), and knowing that corporations cannot deal in money but in debt, I would speculate that the all capital name could be an indebted corporation.

In regards to a court proceeding against me with an all capital name, see the definition of "idem sonans":

Idem sonans. - Black's 6th

Sounding the same or alike; having the same sound. A term applied to names which are substantially the same, though slightly varied in the spelling, as "Lawrence" and "Lawrance," and the like. State v. Culbertson, 6 N.C.App. 327, 170 S.E.2d 125, 127. Under rule of "idem sonans," variance between allegation and proof of a given name is not material if the names sound the same or the attentive ear finds difficulty in distinguishing them when pronounced. Martin v. State, Tex.Cr.App. 541 S.W.2d 605, 606.

Two names are said to be "idem sonantes" if the attentive ear finds difficulty in distinguishing them when pronounced, or if common and long-continued usage has by corruption or abbreviation made them identical in pronunciation. The rule of "idem sonans" is that absolute accuracy in spelling names is not required in a legal document or proceedings either civil or criminal; that if the name, as spelled in the document, though different from the correct spelling thereof, conveys to the ear, when pronounced according to the commonly accepted methods, a sound practically identical with the correct name as commonly pronounced, the name given is a sufficient identification or the individual referred to, and no advantage can be taken of the clerical error. The doctrine of "idem sonans" has been much enlarged by decisions, to conform to the growing rule that a variance, to be material, must be such as has misled the opposite party to his prejudice. [Emphasis added.]

So saying that one doesn't spell one's name the way it appears in the court documents may not be enough, one should allege to the court that the opposition has been misled to his prejudice (against me) by the all capital name.

So now that you are aware of the capitalization difference between John Doe and JOHN DOE, the courts have clearly recognized both the live man John Doe and the Title JOHN DOE

This is not just exclusive to the US and the parallels can be found when we look at your northern neighbor Canada: the other corporation....

The below image was taken from the securities and exchange commission and serves as evidence to prove the clear and open existence of stock listed for the corporation called CANADA...



Now let's have a look at Canada a lot closer by starting with its highest law.

CANADIAN CONSTITUTION ACT, 1982(80)

PART I

CANADIAN CHARTER OF RIGHTS AND FREEDOMS

Section 26 of the Canadian Charter of Rights and Freedoms, like other provisions within the section 25 to 31 bloc, provides a guide in interpreting how the Charter should affect Canadian society. The sections particular role is to address rights not covered by or mentioned in the Charter.

The section reads:

26. The guarantee in this Charter of certain rights and freedoms shall not be construed as denying the existence of any other rights or freedoms that exist in Canada.

Purpose:

As constitutional scholar Peter Hogg notes, this section is analogous to the Ninth Amendment to the United States Constitution, which reads,

The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

In other words, section 26 confirms that rights not within the Charter are nevertheless as real as they would be had the Charter never been enacted. According to Hogg, the purpose of this "cautionary provision" was to confirm pre-Charter rights will persist. Some rights that predate the Charter but cannot be found within it are anchored in the Canadian Bill of Rights and its provincial counterparts, as well as in the common law.[1] The rights to "enjoyment of property" and to have one's rights and obligations determined through a fair hearing and through fundamental justice, are found in the Canadian Bill of Rights but are not duplicated in the Charter, and thus fall under the category of rights referred to in section 26.[2] A notable case in which section 26 and the Bill of Rights were discussed is Singh v. Minister of Employment and Immigration (1985).

Application of Charter

32.(1)This Charter applies

(a)to the Parliament and government of Canada in respect of all matters within the authority of Parliament including all matters relating to the Yukon Territory and Northwest Territories; and

(b)to the legislature and government of each province in respect of all matters within the authority of the legislature of each province.

Let's see how it has been interpreted in Canadian courts and see if we can find the similarities.....

Case Law:

Case #1

R. v. Dell, 2005

Application of the Charter to Interactions Between Private Citizens

[6] Although s. 32 of the Charter limits its application to Parliament, legislatures and provincial and federal governments, when the Charter was first introduced there was some debate about its application. Since that time, the law has been settled that, as a general rule, the Charter only applies to government actions, not interactions between private citizens or institutions: Schreiber v. Canada

(Attorney General), [1998] 1 S.C.R. 841 at para. 27; McKinney v. University of Guelph, [1990] 3

S.C.R. 229 at para. 182. Recently in R. v. Buhay, [2003] 1 S.C.R. 631, 2003 SCC 30 at para. 31, the

Supreme Court confirmed that for Charter purposes, private security officers are no different than other private citizens, noting that while private security officers arrest, detain and search individuals on a regular basis, the exclusion of private activity from the Charter was not a result of happenstance. It was a deliberate choice which must be respected.

Case #2

Mervyn Allen Buhay Appellant v. Her Majesty The Queen Respondent and Attorney General of Quebec Intervener 2003

. . . the mere fact that an entity performs what may loosely be termed a public function, or the fact that a particular activity may be described as public in nature, will not be sufficient to bring it within the purview of government for the purposes of s. 32 of the Charter.

I declare that these cases clearly shoe a clear understanding and respect for inherent freedoms that can be clearly distinguished from state sanctioned freedoms from the Charter.

Case #3

R. c. BIG M DRUG MART LTD. [1985]

The respondent, BIG M DRUGMART LtD., was charged with unlawfully carrying on of the sale of goods on a Sunday contrary to the Lords Day Act. Respondent was acquitted at trial.

Judges findings:

A truly free society is one which accommodates a wide variety of beliefs, diversity, tastes, pursuits, customs, and codes of conduct. A free society is one which aims at equality with respect to the enjoyment of fundamental freedoms and I say this without any reliance upon S. 15 of the Charter.

Freedom can be primarily characterized by the absence of coercion or constraint. If a person is compelled by the state or the will of another to a course of action or inaction

which he would not otherwise have chosen, he is not acting of his own volition and he cannot be said to be truly free.

So clearly this judge understands that sometimes the state can overstep its own limited power, but the state need not look further than its own Charter to realize that its jurisdiction is limited to itself and not to sovereign free, living men. This case clearly shows that the government has no jurisdiction to hinder a free man's right to commerce.

....and one more time back to the Charter of Rights and Freedoms

Section 52. (1) The Constitution of Canada is the supreme law of Canada, and any law that is inconsistent with the provisions of the Constitution is, to the extent of the inconsistency, of no force or effect.

In Canada, we can see here, there is a CANADA corporation that is also operating and they too understanding there rules apply to themselves and their agents.

The preceding evidence shows that there is a corporation called CANADA, and its Charter of Rights and Freedoms only applies to itself and its agents and no one else. We have just reviewed case law after case law clearly showing the Charter's limited jurisdiction. It also clearly shows once again the difference between the free man, and the man who works for government. The government has these wonderful rules because it is liable to the free people that it interacts with on a daily basis, just like McDonald's. To cover their liabilities they have made their own rules of conduct (Charter of Rights and Freedoms)

Some Peoples Confusion:

I declare that most people generally seem to have one misconception across the board is that they believe their rights are coming from the constitution, or Charter of Rights and Freedoms. That is a grave mistake, because as we can see all the above statements support that fundamentally. Also it is very clear in those cases that human beings are born with inherent rights that no one can take from us. And although a company might open up in the future and have as its own internal constitution, and listed in them are some of those inherent rights as well their policies, we should take note and not be confused that they're talking to us as free beings but rather their own company's inner society.

I understand how word of mouth goes. But since I don't live in a word-of-mouth reality let us make lawful sense of the situation. I am here to show you evidence that I am here, claiming all my inherent rights as a free human being that I have not consented to taxation. But I cannot argue with those millions who are consenting to those laws, to each his own, I can only assert my inherent God given rights as a man,

I'm here to declare that the income tax laws you are using here do not apply to me, the free man and Beneficiary and Administrator as well as appointed Director for the legal person JOHN DOE all rights reserved under God.

These declarations should help to create a picture should be pretty clear that I the free living man am not an employee of the USA and if you have evidence to the contrary I would like to see evidence in the form a copy of my payroll and a list of my roles and responsibilities? Also show evidence of valuable consideration?

Black's Law Dictionary Free Online Legal Dictionary 2nd Ed.

What is VALUABLE CONSIDERATION?

The distinction between a good and a valuable consideration is that the former consists of blood, or of natural love and affection; as when a man grants an estate to a near relation from motives of generosity, prudence, and natural duty; and the latter consists of such a consideration as money, marriage which is to follow, or the like, which the law esteems an equivalent given for the grant 2 Bl. Comm. 297. A valuable consideration is a thing of value parted with, or a new obligation assumed, at the time of obtaining a thing, which is a substantial compensation for that which is obtained thereby. It is also called simply "value." Civ. Code Dak.

Usufruct is a limited real right (or in rem right) found in civil-law and mixed jurisdictions that unite the two property interests of usus and fructus:

Usus (user) is the right to use or enjoy a thing possessed, directly and without altering it. Fructus (fruit, in a figurative sense) is the right to derive profit from a thing possessed: for instance, by selling crops, leasing immovables or annexed movables, taxing for entry, and so on.

Legal Maxim

#1. The contract makes the law. All Law is Contract! Therefore, laws are contracts, and if you do not agree to a contract then it simply does not exist!

#2. Consent makes the law. A contract is a law between the parties which can acquire force only by consent.

I want it to be clear that I do not wish to contract with the IRS or any government body.

Please also show me where it says in your laws that I, the living free man with all his inherent rights in full effect, has to pay taxes?

If you have any evidence that can refute any of my claims, please send them all with your reply. I look forward to hearing back from the IRS within 30 days from dated this document was delivered.

As I declared in the beginning, that this was a jurisdictional issue, hopefully, now that you are armed with my evidence and declarations here, you may have arrived at the same conclusion as well. If you do agree with me, and have nothing to refute my declarations, please send ALL of my money owed to me, to the address you have on file for me that was used to send your previous letter.

I do not use the US Constitution or the Charter of Rights and Freedoms as my law but rather God's law.

If not, the following is a quick summary of most the questions for the IRS and their agents. These questions need answering and supportive evidence. Please carefully review this document and please include evidence which you may feel refutes any/or all of my other previously declarations:

- 1. What evidence does the IRS have that I have contracted with them?
- 2. Where is the jurisdictional reach that obliges me to comply?
- 3. Is there evidence of me on the payroll of the US government?
- 4. If so what were my duties and responsibilities?
- 5. Was there value consideration?
- 6. Do you have my consent to contract with me?
- 7. Which law says that I the living flesh and blood man with all his inherent rights has to pay taxes?
- 8. Do you have evidence that I am not a free living man?

Fee Schedule installation as July / 17 / 2014

Non-Negotiable

I claim the right to use my Fee Schedule and give notice that this Fee Schedule applies and is in full effect as of the above day until written consent says otherwise.

I also reserve the right to lower the fines where I see fit.

In the event of any of my inherent rights being violated = Five Thousand Pounds Sterling Silver Coin for the first violation and any following violation of my rights = Twenty Thousand Pounds Sterling Silver Coin per violation

Wrongful imprisonment or Kidnaping per day = One Hundred Thousand Pounds Sterling Silver Coin (for example 1 day in jail unjustly = One Hundred Thousand Pounds Sterling Silver Coin)

In the event of my death and the Claimants are found liable = Ten Million Pounds Sterling Silver Coin to my sister Jane Doe.

Time wasted on lighter matters ie clerical, letter writing, filling = \$1000 a minute

I feel these are reasonable considering there are statutory fines out there that exist for relatively small acts like smoking a cigarette in an illegal area for \$2000.

I conditionally accept your offer so long as the IRS or one of its agents can prove all my claims are false as well as provide the evidence supporting your claims.

Honorably Yours,

Beneficiary and Administrator for JOHN DOE all rights reserved