Lee Brobst's

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THY WILL BE DONE IN ASSOCIATION NEWSLETTER

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LAW OF THE SEA BECOMES THE LAW OF THE LAND

Have you ever heard of the term "Space Ship Earth"?? Have you ever wondered what it really meant? How about the abortion issue. What was really behind the U.S. Supreme Court's decision in Roe v Wade. How about drugs????? The war on the family unit?? Why the legal profession and the medical profession treat symptoms and not causes. These and many more have one thing in common and that is commerce.

Everything is commerce, the pencil in your pocket, your eyeglasses, the shirt on your back, your car, your house, your land, and even your kids, not to mention what you call money in your pocket. The whole idea is to keep commerce moving and whatever it takes, so be it.

When did commerce really begin? Nobody knows but one thing is certain; ships upon the water introduced a whole new concept of commerce between nations and the problems it presented was far different than land commerce. In those days, ships were made of wood and of very poor design which made them very rickity when faced with storms and fire, not to mention pirates. These elements presented the greatest dangers to commerce and the maritime adventurers who manned these ships therefore, a whole new breed of law had to be developed to deal with ships, ship owners, and the ship's crew, to cope with this new found means of commerce.

In the early days of maritime commerce as we know it , which had its beginning in the Mediterranean Sea. Fires and storms put many a ship on the bottom of the sea along with the goods, including the money the ship carried, in order to buy cargo for a return trip. There was little to be done to save the goods except for jettison, but as time moved on, there developed a system to save the money which in those days was gold and silver. More gold and silver ended up on the bottom of the sea than was in circulation. This new developed system of money came in the form of paper which was to be a representative of the gold and silver and not the gold and silver itself. In other

words, instead of putting the gold and silver on these rickety cargo ships, the gold and or silver was supplemented by a piece of paper that represented the gold or silver so that if the ship went to the bottom of the sea, the only thing lost was the piece of paper. Of course there was a record kept of this paper that was put on these ships which become known as commercial paper. The gold and silver was put into a storage facility or clearing house along with the record of the transaction in the commercial paper. When this commercial paper or credit was presented, by a bearer to the clearing house, the paper was exchanged for gold or silver or both. Laws were developed within these maritime trading associations to guarantee, should this commercial paper be presented to a clearing house, this paper would be redeemable and thus became the term, "Law Merchant".

"Space Ship Earth" represents this new democracy concept of commerce as it grew out of the admiralty-maritime law as it is applied to the world in commerce for profit. This is one of the reasons there is conflict in South America, the Middle East and etc. These countries are fighting against the concept of the sea laws or what we call democracy. Just recently this editor was watching a Public Broadcasting System documentary titled 'In Search of Democracy' in which the narrator was interviewing President Kaddify of Libia. After several questions by the narrator about why Kadiffy would not accept western democracy, Kaddify's reply was, and these are his exact words, "we are against the professional associations". How many people knew what Kaddify was saying?

"Space Ship Earth" represents communal living. In other words, no one person is to own any part of the earth. In other words, "Space Ship Earth" represents communism. What is so bazzar about the whole scheme is that they have everybody out fighting communism and having everybody believing that communism comes from Russia and the truth of the matter is, communism is the law of the sea.

The crew members upon the ship do not own the ship. You do not own your property; meaning you have no "TITLE" to the property. If you think otherwise, stop paying taxes and see what happens. The crew members upon the ship work together to keep the ship afloat and moving on the adventure so as to make a profit.

The crew members upon "Space Ship Earth" work together to keep the venture afloat and moving via United Nations treaties in order to make a profit.

The U.S. Supreme Court ruling on the abortion issue in Roe v Wade ruled in essence that a woman is on a joint venture for profit and the pregnancy presents a threat to the venture and therefore she has a right to jettison the pregnancy in order to complete the venture and hopefully make a profit. Here we see the equal rights issue; the neuter gender of a crew on board ship; the destruction of the "Doctrine of Opposites" the ancient Egyptians taught as part of the natural law. In absence of statutes, the court rules on public policy.

Jettison is an act in admiralty-maritime law that was developed by Rhodian Law of the Isle of Rhodes off the coast of Turkey in the year of about 900 B.C. This act allowed the ships crew to throw (jettison) cargo overboard in order to save a ship from sinking if damaged by fire or storm; thus enabling the ship to complete the voyage and hopefully make a profit. Could this be the story of Saint Paul??? Today you buy a piece of machinery and the IRS lets you write the machine off in say 5 years. After that period of time there is no write off and you have to pay the full amount of taxes on that machine. In other

words you are encouraged to jettison the machine and go buy a new machine thereby helping to keep the venture moving.

Should you have the opportunity to visit a ship yard, look for a cargo ship and you will notice a painted area near the bottom of the ship. This area of the ship is called an average line. In other words the ship can be loaded with cargo until that painted area hits the water; this indicates the ship is loaded to its capacity. The powers that be claim that "Space Ship Earth" is loaded to the limit with people so there has to be a limit on births therefore; we have birth control. (load control).

The family unit represents a non-commercial way of life that is tied to the land. The family unit recognizes the doctrine of opposites in there is male and female. There is no family unit on board ship and all crew members are equal in what is called neuter gender, neither male nor female. The crew members work in communal fashion in order to keep the ship afloat. Are you beginning to see how the problems in our society got started and why the courts rule like they do. The courts in the absence of statutes, rule according to public policy because there is no law per se. No guidance system. We must remember that everyone has left the constitutional republic to go to see if they can make a profit. In other words there is nobody at home minding the store.

The medical association treats symptoms and not causes with the use of drugs. Drugs do not cure sickness. Drugs are designed to give you instant relief by masking over the problems so as to get you back in commerce to service the debt in hopes of making a profit but in the mean time, the medical association made a big profit on the drugs they sold you and in turn, that profit is used to gain more control over you by investing in and thereby owning the drug and insurance companies who in turn own the politicians who pass laws that compel you to perform to their products, and as a result, health care in this country is a complete failure. Do you really think they want to cure sickness or do you think they want to promote sickness???? Is sickness a growth industry??????

Drugs are designed to be another war on the family unit. Drugs also represent commerce in the fact that they create more growth industries. Do you think they really want to stop drugs????? What constitutes legal or illegal drugs? You guessed it, taxes. There are as many legal drug addicts as there are illegal addicts. Just watch TV and see the legal drug pushers in action. Drugs are drugs regardless of the legal definition.

Abortion, drugs, and the distruction of the family unit are tearing the country and the world apart. The governments answer is to throw more money at the problem which is not working and will not work because that is treating the symptom and not the cause, but then the symptom is maritime commerce and the whole purpose is to keep commerce moving regardless of what it takes. The cause is the law of the sea which must be driven back to where it belongs and that is through the money; if we are to change public policy, otherwise you can take the step and not wait for public policy and of course that is the reason for this newsletter.

Lawyers treat symptoms and not causes by pleading statutes which reflect the will of the legislature thru the 14th Amendment. No law to be decided by jury.

If you still have doubts about the sea flooding the land in principal, I suggest you find the flood marker in your county. That marker marks the high water mark of the county. Every county has one. May I also suggest you go to your states Bureau of

Vital Statistics where your birth certificate is recorded. It is this certificate that makes you a 14th Amendment citizen. Upon investigation you will find the bureaus building is within the flood plain. This author has been in many states and has found this to be true in every state he has checked. Here in Pennsylvania, the bureau of Vital Statics sits in a river and there is a high water mark 10 feet up upon the building. You can obtain flood maps of your area. I believe they are in 50, 100, and 500 year flood plains.

The reason for the above flood markers fulfills the decision in De Livo v Boit Federal Case No. 3776 (1812) and later confirmed by the U.S. Court in banc in Insurance Co. v Dunham 78 1, where the court said the admiralty-maritime law prevails to the high water mark on land. The court at that time said the admiralty-maritime law prevailed to where the tide ebbed and flowed or to the high water mark on the land.

When confronted with the facts, one can begin to see the law of the sea has been transplanted inland, that is in principal to become this extra legal jurisdiction that has been mentioned in past articles of this newsletter. In principal, meaning not by positive law where it is enacted into statutes. Could this be what the story of Noah's Arc is all about???? It is interesting to note that some of the founding fathers were fearful the sea would flood the land. This flood was confirmed by the U.S. Supreme Court when it said in Vol. V American Law Review, 38 (1871) "We have been taken to deep waters." (Based on the 14th Amendment.)

Today we are faced with six (6) man juries that originated in admiralty-maritime law in what is termed chain juries. Back in the 1100 and 1200's, a country would chain off their harbors and anybody who trespassed within the chain without proper authority, was arrested and tried before a 6 man jury.

The term adventure in the past meant only by the sea and the term venture as used today defines by the land and the sea.

When people become "joint ventures", they become known as "persons" within the code of the IRS or other taxing authorities. "Joint ventures" voluntarily subjecting themselves to Article I section 8 of the U.S. Constitution where they became subject to the legislative district called the District of Columbia. In some states, they call townships, legislative districts which cannot exceed 10 Miles square, Now go back to the May-June 1989 issue of "Eye of the Eagle" and read what Fourier and Brisbane said about townships. (legislative districts).

In order for us to get a better understanding of admiralty-maritime law and the U.S. Constitution; let us go back to a court decision named Martin v Hunters Lessee Vol. I Wheaton Reports, Feb. term 1816 of the U.S. Supreme Court and see what Chief Justice Joesph Story said............"The constitution is a contract, a covenant and a policy." . . . . "It will be observed that there are two classes of cases enumerated in the constitution between which a distinction seems to be drawn. The 1st class: includes cases arising under the constitution laws and <u>treaties</u> of the United States, cases affecting ambassadors, other Public Ministers and councils; and cases of admiralty-maritime jurisdiction; it embraces also maritime torts and <u>contracts and offenses.</u>" (emphasis added.) "In this class the expression is, and that the judicial power shall extend to all cases; but in the subsequent part of the clause, which embraces all the other cases of national cognizance, and forms the second class, the word "all" is dropped seemingly

ex industria. emphasis added. Here the judicial authority is to extend to controversies (not to all controversies) to which the U.S. shall be a party, etc". **If anyone has any doubts as to what treaties can do, read the book, "The Law Nobody Knows" by Joesph Paige.**

From the above decision it is quite clear that treaties, contracts and offenses are first class cases under the Constitution thru Article I and its legislative courts which reflects what public policy dictates.

A second class is ex industria, in other words a second class case is non-commercial in nature.

From what we just read in the Martin v Hunters Lessee case, it becomes quite apparent that commerce was the primary intent of the founders of America, but we must bear in mind that we had two types of commerce. Commerce by the sea which dealt mainly by the civil law, said law never being a part of our system of law but its rules and principals were. It is these rules and principals of the civil law that became known as "at" Law. The other type being inland commerce that dealt with the "in" Law of the union of states. Both "in" Law and "at" Law are terms as defined by the common law. With this in mind, let us proceed to try and understand this much confusing issue.

"The jurisdiction of the district court under the 9th section of the Judiciary Act of 1789, Vol. I Statute 76, embraces all causes of a maritime nature whether they be particular of admiralty cognizance or not and such jurisdiction and the law regulating its exercise are to be sought for in the general maritime law of nations and are not confined to that of England or any other particular maritime nation". The Seneca (1829) E. District of Pa., Federal Case No. 12,670.

"The question as to the true limits of maritime law and admiralty jurisdiction is exclusively a judicial question, and no state law or act of congress can make it broader or narrower than the judicial power may determine those limits to be". Benedict on Admiralty.

"The jurisdiction of the admiral, and the administration of the admiralty law proper-the local maritime law,-as it became a judicial function, has thus passed into the hands of the courts, and they now administer the admiralty and maritime law, both of which are sometimes called the admiralty law sometimes the maritime law, and sometimes admiralty-maritime law; and cases arising under them are cases of admiralty maritime jurisdiction." Benedict on Admiralty and DeLivo v Boit , Federal Case No. 3776. (#89)

"A case in admiralty does not arise under the constitution or the laws of United States. These cases are as old as navigation itself and the law admiralty-maritime as it existed for ages as applied by our courts to the cases as they arise", American Insurance Co. v Canter (1828) Vol I Peters 511. **The Erie RR decision (supra) of 1938 states ....** "there is no general federal common law; but there is a common law as applied by the courts to the cases as they arise," **thus producing a extra legal or as the law books use the term quasi jurisdiction of admiralty-maritime. If you will notice the supreme court has taken the Erie RR decision and applied the American Insurance Co. v Canter decision (notice the same wording) to reflect the status of this new inland commerce as mentioned in Porter v Cooke (CA 5th La) 127** (#46) **F2n 853 cert den 317 U.S. 670 reh den 317 U.S. 710 supra. You also probably noticed that admiralty-**

maritime does not come under the U.S. Constitution or laws of the United States. Remember, one enters this admiralty-maritime jurisdiction by contract.

"A policy of insurance is a maritime contract and therefore of admiralty jurisdiction." Delivo v Boit (1815) Federal Case No. 3776 **later upheld by the U.S. Supreme Court in banc in Insurance Co. v Dunham 78 1. Agriculture Adjustment Act, H.J.R. 192 and Erie RR supra made way for the Social Security Act which becomes this extra legal or quasi admiralty-maritime contract which brings you under the subject to clause of the 14th Amendment.**

"Revenue causes were never within the admiralty jurisdiction in England, but always belonged exclusively to the Exchequer, but in this country for more than a century these cases had been heard and decided by the courts of the vice-admiralty". The Huntress (1840) Federal Case No. 6,914. **Any "person" who violates the revenue codes and is taken to court, they are in reality being tried by the vice-admiral in the U.S. District Court.**

We must remember that the colonies were boarded to the east by the sea which they relied on heavely for goods. The admiratly-maritime law therefore became a everyday part of their lives as well as the common law. ......" The people of the states had adapted the common law, and the maritime law as a part of it, existing at the revolution". I Peters Admiralty 112, **and laid down the broad proposition that** " the maritime laws of England existing before our revolution, and consistent with our situation are yet our laws." I Peters Admiralty 229, 230. **Meaning the admiralty-maritime law that prevailed to the high water mark of the sea and the at common law that was a part of it.**

"Few men were more familiar with the jurisprudence of the states, or the political history of the country, than Judge Peters from before the revolution till the adaption of the constitution; the high authority of his opinions, concurring with Judges Hopkinson and Bee, is the highest judicial evidence which we can have, of the nature and extent of admiralty jurisdiction as it existed, when the states granted it by the constitution to the courts of the United States." Bains v Schooner James and Catherine, supra.

7th AMENDMENT AND THE COMMON LAW:

In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

Before we begin our discussion on the 7th Amendment, let us go back to the beginning when the colonist first came to America to establish a new life. The colonies as you well know where established under the authority of the king of England. In other words the king had absolute control over the land and its people, and the law that prevailed was the common law of England along with the admiralty-maritime jurisdiction.

If you will notice the 7th amendment says, suits at common law. It does not say in law as stated in Article III Sec 2 of the U.S. Constitution. There is a difference and this we will try to explain. The common law as mentioned in the 7th Amendment refers to the common law of England and

not of any particular state; U. S. v Wonson, 1 Gall. 20, Fed Cas. No. 16,750 Bains v Schooner James and Catherine 1 Baldw. 554, Fed. Case No. 756; Oct. term 1832. Roberson v Campbell, 3 Wheat. (U.S.) 223, 4 L. Ed. 372. "Contracts of seamen for maritime service are in effect maritime contracts, governed by the maritime law, which prescribes the rights and obligations of the parties differently from the common law. The seventh amendment to the constitution excludes the jurisdiction of admiralty over contracts regulated by the common law; suits upon such contracts are appropriately "suits at common law" within the terms of the amendment, and are cognizable only in courts of common law." Bains v Schooner James and Catherine supra. Upon careful examination of the constitution we will find the 7th Amendment is the only place in the U.S. Constitution that mentions the term common law. Article III Sec. 2 says, "The judicial power shall extend to all cases, in Law" "and Equity, arising under this Constitution, the Laws of the United States, and treaties made, or which shall be made, under their authority;-to all cases affecting Ambassadors, other public ministers and Consuls;-to all Cases of admiralty and maritime Jurisdiction. Notice it does not mention common law. Why doesn't the 7th amendment read in Law instead of at common law? First we must realize we are dealing with a contract that a individual executed upon the land to enter into the maritime jurisdiction. In other words, this individual lived within the confines of the in Law jurisdiction that prevailed at the individual state level. (Please Note that we will deal with the in Law jurisdiction a little later.) Upon entering this maritime jurisdiction, although the contract was made on land, some of the principles that were involved were not related to the land but to the sea; so the case became an at law case because this individual became a "person" or a merchant marine and any complaints he would have would not be settled by the in Law jurisdiction but instead by the at common law jurisdiction.

Let us look further into the Banes v Schooner James and Catherine case and see if we can discover this difference between at common law and in Law. Quoting Banes v Schooner James. "In Shepard v Taylor, the supreme court unanimously declared, "that over the subject of seaman's wages, the admiralty has undoubted jurisdiction in rem, as well as in personum."

"Though a contract for seaman's wages is made on land, and is cognizable by courts of common law, yet they must adjudicate upon it by the rules and principles of the maritime law." **Notice it does not say by the maritime law but instead by the rules and principals of the maritime law which is the civil law. There is no trial by jury in the civil law and that is why the founders did not bring in the civil law ......**"The rights it creates, the duties and obligations it imposes, the penalties it inflicts, the conditions and casualties to which it is subject, are mostly unknown to the principles of the common law, and a suit upon it partakes of few of the attributes of a 'suit at common law.' They are prescribed and regulated by the public or maritime law, so that though the suit to enforce the payment of wages, or the performance of the price, may be at common law, yet the controversy concerning them is not necessarily a case in law." **Case in Law will be discussed later.** "The rights to be ascertained are not legal, as contradistinguished from cases in equity and admiralty in the third article, and the remedy by libel in the admiralty is not the suit at common law, but that peculiar proceeding, by the mixture of public, maritime and equity law, in the same suit , which according to not only the opinion of the supreme court but the correct legal

construction of the seventh amendment to the constitution, is not forbidden by its provisions." Banis v Schooner James and Catherine Vol. I Baldwin Reports 544 Oct. term, 1832 in Pennsylvania. **Public law is the 14th Amendment where the public debt shall not be questioned, maritime is the law of commercial money, equity is the conscience of the court. All three are a result of the commercial money. In reference to the twenty dollars, the term dollars comes from the word spanish milled dollar which we do not have today so that term has altered what a trial by jury in civil causes means. In other words, at Law means a mixture of public, maritime and equity in the same court action which is what we have today, whether it be in the state or federal courts. This is one of the reasons why you cannot win in a legal battle with the taxing authorties when you try to plead a constitutional defense. The court is like the shifting sands of the sea. Today the 7th amendment as the common law of England is truly the public policy of our nation; as it has been returned to the crown of England if you are subject to.**

CONGRESS COMBINES SECTION 9 AND 34 OF THE JUDICARY ACT

In 1966 the merger of Section 9 and Section 34 of the Judiciary Acts combined all actions in the U.S. courts and now, instead of having separate courts for each action such as common law, equity, admiralty-maritime and the such; all actions are banned together and now the court shifts from one jurisdiction to another that is governed by the evidence produced by the parties.

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WHAT COMMON LAW?

In a letter to Judge John Tyler by Thomas Jefferson on June 17th, 1812, as appeared in its entirety in the May-June 1989 issue of "Eye of the Eagle" newsletter, Jefferson said "we did not bring with us the common law of England, we brought with us the rights of men; expatriated men on arrival here. (emphasis added.) The proofs of which are to be found in the form of oaths the judges take." Great Britain denied the right of expatriation and maintained the doctrine of perpetual allegiance to the king. The expatriation of the founding fathers flew into the face of the king to deny the notion of the divine right of kings. Thus was further proof of the severance of the common law of England as it applied in the colonies. The common law principals of England were adapted but not the common law itself.

The decisions of Lord Mansfield who became chief jurist of the kings bench of England in 1756 was the major reason for the American Revolution because Mansfield, whose decisions were deplored by Thomas Jefferson, after having completed a tour of the mercantile law in the mercantile cities of northern Europe or what was known as the Hanseatic League, on the use of commercial money, was implanting this mercantile law of commercial money and its rule of summary judgment in equity granted to merchants on writs of assistance out of the common law of England, thus destroying the common law as it relates to the land and the family unit as a non commercial way of life. Commercial money when viewed as part of the municipal law the rules are called the law merchant , when regarded from the standpoint of international law the same rules are the admiralty-maritime law. ......"In fact the king's bench under Lord Mansfield did more to extend the maritime
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law than did the admiralty courts". Benedict on Admiralty.

MORE UNDERSTANDING OF "AT COMMON LAW"

The common law is probably the the most misunderstood term in the United States Constitution despite the fact the word common law is used only once and that is in the 7th Amendment. Upon examination of the 7th amendment, we find the common law as mentioned says suits at common law. That word 'at' is a very important word so let us proceed to find out why.

Blacks Law Dictionary 5th Ed defines "at" to be a term of considerable elasticity of meaning, and some what indefinite. Often expresses simply nearness and proximity". Bouvers Law Dictionary, 1914 Ed. defines the word "at" as expressing position attained by motion to, and hence contact, approximate, in space or time". Time. The measure of duration. The word is expressive both of a precise point or terminus and of an interval between two points. A point in or space of duration at or during which some alleged fact to have been committed". Blacks Law Dictionary 5th Ed. **Notice the terms motion, approximate, space and time. In other words, at common law does not mean the common law as a fixed place related to landed real property. The word motion relates to the law of the sea, the sea is always in motion and thus we have the law of admiralty-maritime. The word approximate is not definitive of the common law as describing the boundaries lines of landed real property. Can you tell someone where Space Ship Earth is other than in time of say September 10, 1989? Again space and time is not definitive of a certain immovable place; thus we have motion and the law of the sea.**

"Place as a noun. This word is a very indefinite term. It is applied to any locality, limited by boundaries, however large or small. It may be used to designate a country, state, county, town, or a very small portion of a town." (emphasis added) Blacks Law Dictionary 5th Ed. **Now go to your your state constitution and check to see if your state boundary lines are there. Oh! you say they are not there, well they should be. You must bear in mind that each state had its own common law and that each state was foreign to each other and if there is no boundary lines, how can they be foreign to each other "in" Law. The people of the ancient common law in England dealt with place in that their property was an immovable object of boundary lines and space and time didn't concern them other than the seasons for the purposes of planting food. Their entire lives evolved around what was called their "place".**

Now let us examine the term "in" law as mentioned in Article III Section 2 of the U. S. Constitution. "In the law of real estate, this preposition is used to denote the fact of seisin, title, or possession, "invested with title." Blacks Law Dictionary 5th Ed. "Seisin means possession of real property under a claim of freehold estate." Blacks Law supra. "In" Law dealt with place called an allodium or better known, as a freehold estate. There is an extremely detailed case that was decided before the 14th amendment on the subject of what the United States of America and the "in" Law as mentioned in Article III Section 2 of the U.S. constitution was all about which we will discuss; but before we begin we must get a little historical background on the common law as it evolved in England.

ALLODIAL LAND TITLES

The ancient common law of England evolved over the disputes of boundary lines in what was called allodial land titles. In other words, an immovable object of landed substance of the earth which the people had absolute ownership thereof ; there were no overlords; the people were king supreme on their own property. In fact the term allodial means, no overseers. These disputes that broke out over who owned what part of the substance of the earth was governed by the land owners who set up councils to hear the dispute. A referee was appointed to keep the two disputing parties apart while the opposing parties argued their points of fact of the dispute. The members of the council listened to the facts and would hand down a decision based on the facts and that decision was binding only on the parties to the instant action. Thus was the beginning of the jury and judge system as we know of today. When the members of the council handed down a number of decisions based on a particular fact, such as the way a acre of land was to be measured, some of these facts were entered into writing and became the written and unwritten law of that particular area. During this period society was evolving and law is found in the forms of customary rules developed by various communities, some of which were later recognized and included in collections promulgated by kings. This kind of law was private and local in nature and developed the form of rules which were enacted by kings which eventually became laws. Thus became the common law of England. In other words this ancient common law became what is known as "in" common law because the law dealt directly with boundary lines to the substance of the land and the allodial titles thereto to become known as place.

In the year 1066 A.D., a Norman by the name of William the Conquerer I invaded England and replaced the native lords and landowners with Normans and introduced the feudal system of government and land tenure in England; thus the Kings law superseded the local common law to become the common law of England. The system of government introduced by William the Conquerer set The English law off on a different tack and fundamentally affected its development. Disputes now were not over the ownership of allodial landed real property but over the feud that was attached to the land that was owned by the king. The kings absolute ownership of the land was unquestionable. Thus was the beginning of the term "at" common law. In other words, the disputes evolved over something that had in reality no reference to the land itself but to something that was attached or referenced to the land meaning the feud. England lost her allodial titles to her land starting in the year 1066. Then Magna Carta in the year 1215 by section 41 guaranteed the merchants of Northern Europe the right to carry their mercantile law and its commercial money into England, and is the reason why during our bicentennial in 1976, the Queen of England bourght five gold copies of the Magna Carta over here.

A Pennsylvania case of Wallace v (#26) Harmstad, 44 Pa. 492 8 Wright 32 (1863) is probably the most detailed case concerning the American Revolution that we have at our disposal and is a excellent example of the term "in" Law. The case is basically a dispute of failure by the purchaser to pay ground rent on a piece of land and as a result, a forfeiture of the land back to the seller based on the feudal practices of the king. In other words, could ground rents follow the conveyance of a deed by a grantor (seller) to a grantee (purchaser) of landed real property. Did the feudal land tenures of England follow the American Revolution or did the revolution sever the feudal ties with England. We will now quote from Wallace v Harmstad which will *appear in this type print* and the editors comments immediatly

V. 1-5

proceeding the Walllace case will appear in **bold print**

"Rent-service was an essential element of the feudal tenure in England. It did not depend on contract, it resulted necessarily out of the grant of the feud. The services which the vassal was bound to perform were indeed declared by the lord at the time of the investiture in the presence of the other vassals and were assented to by the vassal; but as these were to a great extent uncertain; they could not be specified, and were only declared in a general way, as to attend on the lord in war, and on his courts in times of peace; to defend his person, and aid him to pay his debts etc.; terms not agreed upon as between contracting parties, but terms dictated by a superior to an inferior. and by the old feudal law, the non-performance of these services was not redressed by distress, but by forfeiture of the feud. Baron Gilbert in his excellent work on the "Law of Replevins" tells us that distress came from the civil law into the common law; and that there appear no footsteps of it in the feudal authors. He admits however that it is immemorial in the common law, and was first as burdensome and grievous to tenants as the feudal forfeiture; for to the tenant there was no difference between the lords seizing the land itself or stripping him of the whole produce and fruits of it at his pleasure. Fealty to him from whom the services of fealty were enforced by distress, and hence although a feud were granted absolutely, in fee simple, by livery of seisen only, and without a word of reservation expressed, the lord had his right of distress for the rent, which came to be the substitute of the feudal services. That right depended not on contract, or the terms of the feoffment, but was a condition of the tenure. Rent-service depended on no formal reservation, but that it resulted by inherit necessity out of the tenure and that distress was its inseparable incident. So the question remains; can a rent service be attached to the deed by an implied consent and the answer would be yes if the land titles were feudal but if the land titles be allodial it cannot." **There was no escaping the feud, the land was held in fee to an overlord and if you failed to perform to the feud you lost the land. What human being can live without the land? The feud did not depend on a contract; the feud was arbitrary and final; this is why the English Parliament said allegiance to the king and crown was perpetual and there was no choice in the matter.**

"Much of the confusion of ideas that prevails on this subject has come from our retaining, since the American Revolution, the feudal nomenclature of estates and tenures, as fee, freehold, heirs, feoffment, and the like. This term "rent-service" is feudal language, as we have seen, and yet there is nothing in the application of such terms to determine the quality of the tenure."

"So the question is this; is fealty any part of our land tenures? What Pennsylvanian ever obtained his lands by "openly and humbly kneeling before his lord, being ungrit, uncovered, and holding up his hands both together between those of the lord, who sat before him, and there professing that he did become his man from that day forth, for life and limb, and earthly honor, and then receiving a kiss from his lord? This was oath of fealty which was, according to Sir Martin Wright, the essential feudal bond so necessary to the very notion of a feud."

"The charter to William Penn was in free and common socage, to which feudal tenures had at that time been reduced in England, and that the oath of fealty belonged to socage tenures as much as to original feuds, and was expressly

recognized in the charter. But then came the Revolution, which threw off the dominion of the mother country, and established the independent sovereignty of the state, and on the 27th day of November 1779 (1 Smith's Laws 480), an act was passed for vesting the estates of the late proprietary of Pennsylvania in the Commonwealth. This act, after reciting in four sections the rights and duties of a sovereign state, right, title, interest, property, claim and demand of the proprietaries, as fully as they held them on the 4th day of July 1776, and all royalties, franchises, and lordships, granted in the Charter of King Charles the Second, were vested in the state. The manors and lands which had been surveyed for the proprietaries were excepted, and a pecuniary compensation to them was provided. Another Act of 9th of April 1781, 2 Smith 532, provided for opening the land office and granting lands to purchases; and says the 11th section, "all and every the land or lands granted in pursuance of this act shall be free and clear of all reservations and restrictions as to mines, royalties, quit-rents, or otherwise, so that the owners thereof respectively shall be entitled to hold the same in absolute and unconditional property, to all intents and purposes whatsoever, and to all manner of profits, privileges, and advantages belonging to or accruing from the same, and the same, and that clear and exonerated from any charge or encumbrance whatever, excepting the debts of the said owner, and excepting and reserving only the fifth part of all gold and silver ore for the use of the Commonwealth, to be delivered at the pit's mouth, clear of all charges." **The name of the feud was changed to free and common socage which was to mean that the feud was more honorable; the slavery was the same but you should be honored to be a slave. The 1/5th gold and silver ore on the land to be delivered at the mouth of the mine was to be delivered by the state to the national government where the United States Mint would coin the ore to conform to the coinage acts and then spent into circulation. These coins became the "Public National Money Standard in "PAYMENT" of private debt. These coins where in reality, portable allodial land titles being passed by the people in a two party transaction "in" Law. In other words the people passed "TITLE" to their property when purchasing something; after all it was our money.** to be continued next month

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This Newsletter will consist of twelve pages for each month and will be sold by the volume year starting with May of that year. The reason for the volume year is because some articles will be carried over to the next months issue and there will be cross references. The yearly subscription is 35.00 FRNs per year, first class mail. Separate monthly issues will be available for 3.50 each. CASH OR U.S. POSTAL MONEY ORDERS ONLY WILL BE ACCEPTED. Address 706 E. Grant Ave., Altoona, PA. 16602 (814) 674 8469.
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