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## **BRIEF ON TRAVELING IS A "RIGHT," NOT A GOVERNMENT GRANTED PRIVILEGE**

Wed, 07/29/2009 - 15:00 — [Arthur Cristian](#)

6.2 Citizen's RIGHT to travel upon public highways includes RIGHT to use usual conveyances of time, including horse-drawn carriage, or automobile, for ordinary purposes of life and business. (Emphasis added). See: Thompson v. Smith (Chief of Police), 154 S.E. 579, 580.

### **BRIEF ON TRAVELING IS A "RIGHT," NOT A GOVERNMENT GRANTED PRIVILEGE**

1. The issue is whether this Sovereign Man is required to obey the provisions in the Motor Vehicle Code/statutes of the 50 united States of America. It is the contention of this Sovereign Man that because he is a Free and Natural Man and not an artificial creation of government who has given up none of his RIGHTS, that the Motor Vehicle Code/statutes do not apply to him. It is also the contention of this Sovereign Man that traveling upon the streets, highways and byways in the 50 united States of America by this Sovereign Man is an unalienable RIGHT. Being this, is not subject to regulation or legislation by the States' legislative bodies.

2. Let us first consider the contention of this Sovereign Man that traveling upon the streets or highways in America is a RIGHT. Various courts have ruled on this issue. The U.S. Supreme Court ruled:

2.1 The **RIGHT to travel** is a part of the liberty of which the Citizen cannot be deprived without due process of the law under the 5th Amendment. (Emphasis added). See: Kent v. Dulles, 357 U.S. 116, 125.

3. The Supreme Court of Wisconsin stated in 1909:

3.1 The term "**public highway**," in its broad popular sense, includes toll roads--any road which the public have a RIGHT to use even conditionally, though in a strict legal sense it is restricted to roads which are wholly public. (Emphasis added). See: Weirich v. State, 140 Wis. 98.

4. The Supreme Court of the State of Illinois ruled:

4.1 Even the legislature has no power to deny to a Citizen the RIGHT to travel upon the highway and transport his property in the ordinary course of his business or pleasure, though this RIGHT might be regulated in accordance with the public interest and convenience. (Emphasis added). See: Chicago Motor Coach v. Chicago, 169 N.E. 22.

5. "Regulated" here can only mean traffic safety enforcement, stop lights, sign, etc. NOT a privilege that requires permission, i.e.; licensing, mandatory insurance, vehicle registration, etc..

6.  
PRIVILEGE OR RIGHT?

6.1 The use of the highway for the purpose of travel and transportation is NOT a mere PRIVILEGE, but a COMMON AND FUNDAMENTAL RIGHT of which the public and individuals cannot rightfully be deprived. (Emphasis added). See: Chicago Motor Coach v. Chicago, supra; Ligare v. Chicago, 28 N.E. 934; Boone v. Clark, 214 S.W. 607; American Jurisprudence 1st Ed., Highways § 163.

6.2 Citizen's RIGHT to travel upon public highways includes RIGHT to use usual conveyances of time, including horse-drawn carriage, or automobile, for ordinary purposes of life and business. (Emphasis added). See: Thompson v. Smith (Chief of Police), 154 S.E. 579, 580.

6.3 The RIGHT of the Citizen to travel upon the public highways and to transport his property thereon, either by carriage or by automobile, is not a mere privilege which a city may prohibit or permit at will, but a COMMON RIGHT which he has under the RIGHT to life, liberty, and the pursuit of happiness. (Emphasis added). See: Thompson v. Smith, supra.

7. It could not be stated more Conclusively that a Sovereign Man in the 50 united States of America has a RIGHT to travel, without approval or restriction, (license), and that this RIGHT is protected under the U.S. Constitution. After all, who do the streets, highways, roadways and waterways belong to anyway? The People-At-Large! The 50 States and the federal government are only stewards of the People's Property! Here are other court decisions that expound the same facts:

7.1 . . . [T]he streets and highways belong to the public, for the use of the public in the ordinary and customary manner. See: Hadfield v. Lundin, 98 Wn. 657; 168 P. 516.

7.2 All those who travel upon, and transport their property upon, the public highways, using the ordinary conveyance of today, and doing so in the usual and ordinary course of life and business. See: Hadfield, supra; State v. City of Spokane, 109 Wn. 360; 186 P. 864.

7.3 The RIGHT of the Citizen to travel upon the highways and to transport his property thereon, in the ordinary course of life and business, differs radically and obviously from that of one who makes the highways his place of business and uses it for private gain . . . . (Emphasis added). See: State v. City of Spokane, supra.

7.4 . . . [F]or while a Citizen has the RIGHT to travel upon the public highways and to transport his property thereon, that RIGHT does not extend to the use of the highways, either in whole or in part, as a place of business for private gain. For the latter purposes no person has a vested right to use the highways of the state, but is a MERE PRIVILEGE or license which the legislature may grant or withhold at its discretion.... (Emphasis added). See: Hadfield, supra; State v. Johnson, 243 P. 1073; Cummins v. Jones, 155 P. 171; Packard v. Banton, 44 S.Ct. 257, 264 U.S. 140 and other cases too numerous to mention.

8. The Washington State Supreme Court stated:

8.1 I am not particularly interested about the rights of haulers by contract, or otherwise, but I am deeply interested in the RIGHTS of the public to use the public highways freely for all lawful purposes. (Emphasis added). See: Robertson v. Department of Public Works, 180 Wash. 133 at 139.

9. The Supreme Court of the State of Indiana ruled in 1873:

9.1 It is not the amount of travel, the extent of the use of a highway by the public that distinguishes it from a private way or road. It is the RIGHT to so use or travel upon it, not its exercise. (Emphasis added). See: Ind 455, 461.

10. American Jurisprudence 1st, has this to say:

10.1 The RIGHT of the Citizen to travel upon the public highways and to transport his property thereon, by horse-drawn carriage, wagon, or automobile, is NOT a mere PRIVILEGE which may be permitted or prohibited at will, but a COMMON RIGHT which he has under his right to life, liberty, and the pursuit of happiness. Under this constitutional guarantee one may, therefore, under normal conditions, travel at his inclination along the public highways or in public places, and while conducting himself in an orderly and decent manner, neither interfering with, not disturbing another's RIGHTS, he will be protected, not only in his person, but in his safe conduct. (Emphasis added). See: 11 American Jurisprudence 1st., Constitutional Law, § 329, page 1123.

11. The Supreme Court of the State of Georgia ruled:

11.1 In this connection it is well to keep in mind that, while the public has an absolute RIGHT to the use of the streets for their primary purpose, which is for travel, the use of the streets from the purpose of parking automobiles is a privilege, and not a RIGHT ;and the privilege must be accepted with such reasonable burdens as the city may place as conditions to the exercise of the privilege. (Emphasis added). See: Gardner v. City of Brunswick, 28 S.E. 2d 135.

12. The Supreme Court of the State of Colorado discussed the issue in the following way in 1961.

12.1 The Constitution of the State of Colorado, Article II, § 3 provides that: All persons have certain natural, essential and unalienable RIGHTS, among which may be reckoned the RIGHT . . . of acquiring, possessing and protecting property; . . .

12.1.1 A vehicle is property and a person cannot be deprived of property without due process of law. The term property, within the meaning of the due process clause, includes the RIGHT to make full use of the property which one has the unalienable RIGHT to acquire.

12.1.2 Every Citizen has an unalienable RIGHT to make use of the public highways of the state; every Citizen has full freedom to travel from place to place in the enjoyment of life and liberty. (Emphasis added). See: People v. Nothaus, 147 Colo. 210.

13. The Constitution of the State of Idaho contains the words:

13.1 All men are by nature free and equal, and have certain unalienable RIGHTS, among which are . . . ; acquiring, possessing, and protecting property. . . . (Emphasis added).

14. The words of the Idaho Constitution are to all intents and purposes identical with those of the North Carolina Constitution. The Constitution of the State of North Carolina, Article I, § 1, states as follows:

14.1 The equality and rights of persons. We hold it to be self-evident that all persons are created equal; that they are endowed by the Creator with certain inalienable rights; that among these are life, liberty, the enjoyment of the fruits of their own labor, and the pursuit of happiness. (Emphasis added).

( The only persons which can be the meaning of the Article above are man, and not a corporation, since corporations are created with privileges granted by government not rights ).

14.2 To be that statutes which would deprive a citizen of the RIGHTS of person or property without a regular trial, according to the course and usage of common law, would not be the law of the land. (Emphasis added). See: Hoke v. Henderson, 15 N.C. 15, 25 AM. Dec. 677.

15. Since courts tend to be consistent in their rulings, it would be expected the Idaho Supreme Court would rule in the same manner as the North Carolina Supreme Court.

16. Other authorities have arrived at similar conclusions:

16.1 The Constitution for the United States of America, Amendment 9:

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

17. The Constitution of the State of North Carolina, Article I, § 36:

17.1 Other rights of the people. The enumeration of rights in this Article shall not be construed to impair or deny others retained by the people. (Emphasis added).

18. I demand all of my other rights, including the right to travel upon the public highways and byways in the 50 united States of America.

19. The Constitution of the State of North Carolina, Article I, § 2:

19.1 Sovereignty of the people. All political power is vested in and derived from the people; all government of right originates from the people, is founded upon their will only, and is instituted solely for the good of the whole.

20. As member of the Sovereignty of the people, I not only am entitled to use the highways and byways in the 50 united States of America, I have an in/unalienable right to use the highways and byways.

20.1 Highways are public roads which every Citizen has a RIGHT to use. (Emphasis added). See: 3 Angel Highways 3.

20.2 A highway is a passage, road, or street, which every Citizen has a RIGHT to use. (Emphasis added). See: Bouvier's Law Dictionary.

21. I have emphasized the word RIGHT because it is a common point among the authorities listed. The

Idaho Code even joins in this common point:

21.1 49-301 (13) Street or highway.--The entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of RIGHT, for purposes of vehicular traffic. (emphasis added.) See: Idaho Code.

22. The United States Supreme Court has ruled that:

22.1 Undoubtedly the RIGHT of locomotion, the RIGHT to remove from one place to another according to inclination, is an attribute of personal liberty, and the RIGHT, ordinarily, of free transit from or through the territory of any State is a RIGHT secured by the Fourteenth Amendment and by other provisions of the Constitution. (Emphasis added). See: Williams v. Fears, 343 U.S. 270, 274.

23. Thus, there can be little doubt that, when this Sovereign Man travels upon the streets or highways in the 50 united States of America, he does so as a matter of RIGHT and not privilege. The authority for such travel is described variously as a RIGHT, a COMMON RIGHT, an ABSOLUTE RIGHT, an IN/UNALIENABLE RIGHT, and a RIGHT protected by the Constitution of the United States for the United States of America. Let us then examine the importance of these terms to this Sovereign Man by defining their meaning.

23.1 RIGHT -- In law, (a) an enforceable claim or title to any subject matter whatever; (b) one's claim to something out of possession; (c) a power, prerogative, or privilege as when the word is applied to a corporation . (Emphasis added). See: Webster Unabridged Dictionary.

23.2 RIGHT -- As relates to the person, RIGHTS are absolute or relative; absolute RIGHTS, such as every individual born or living in this country (and not an alien enemy) is constantly clothed with, and relate to his own personal security of life, limbs, body, health, and reputation; or to his personal liberty; RIGHTS which attach upon every person immediately upon his birth in the kings dominion, and even upon a slave the instant he lands within the same. (Emphasis added). See: 1 Chitty Pr. 32.

23.3 RIGHT -- A legal RIGHT, a constitutional RIGHT means a RIGHT protected by the law, by the constitution, but government does not create the idea of RIGHT or original RIGHTS; it acknowledges them. . . . (Emphasis added). See: Bouvier's Law Dictionary, 1914, p. 2961.

23.4 Absolute RIGHT -- Without any condition or incumbrance as an absolute bond, simplex obligatio, in distinction from a conditional bond; an absolute estate, one that is free from all manner of conditions or incumbrance. A rule is said to be absolute when, on the hearing, it is confirmed. (Emphasis added). See: Bouvier's Law Dictionary.

23.5 Unalienable -- A word denoting the condition of those things, the property in which cannot be lawfully transferred from one person to another. (Emphasis added). See: Bouvier's Law Dictionary.

24. It shows from these definitions that the States have an obligation to acknowledge the RIGHT of this Sovereign Man to travel on the streets or highways in the 50 united States of America. Further, the States have the duty to refrain from interfering with this RIGHT and to protect this RIGHT and to enforce the claim of this Sovereign Man to it.

25. Now if this Sovereign Man has the absolute RIGHT to move about on the streets or highways, does

that RIGHT include the RIGHT to travel in a vehicle upon the streets or highways? The Supreme Court of the State of Texas has made comments that are an appropriate response to this question.

25.1 Property in a thing consists not merely in its ownership and possession, but in the unrestricted RIGHT of use, enjoyment and disposal. Anything which destroys any of these elements of property, to that extent destroys the property itself. The substantial value of property lies in its use. If the RIGHT of use be denied, the value of the property is annihilated and ownership is rendered a barren RIGHT. Therefore, a law which forbids the use of a certain kind of property, strips it of an essential attribute and in actual result proscribes its ownership. (Emphasis added). See: *Spann v. City of Dallas*, 235 S.W. 513.

26. These words of the Supreme Court of Texas are of particular importance in Idaho because the Idaho Supreme Court quoted the Supreme Court of Texas and used these exact words in rendering its decision in the case of *O'Conner v. City of Moscow*, 69 Idaho 37. The Supreme Court of Texas went on to say further;

26.1 To secure their property was one of the great ends for which men entered into society. The RIGHT to acquire and own property, and to deal with it and use it as the owner chooses, so long as the use harms nobody, is a natural RIGHT. It does not owe its origin to constitutions. It existed before them. It is a part of the Citizen's natural liberty--an expression of his freedom, guaranteed as inviolate by every American Bill of RIGHTS. (Emphasis added). See: *Spann supra*.

27.  
PROPERTY

27.1 Bouvier's Law Dictionary defines;

27.1.1 Property -- The ownership of property implies its use in the prosecution of any legitimate business which is not a nuisance in itself. See: *In re Hong Wah*, 82 Fed. 623.

28. The United States Supreme Court states:

28.1 The Federal Constitution and laws passed within its authority are by the express terms of that instrument made the supreme law of the land. The Fourteenth Amendment protects life, liberty, and property from invasion by the States without due process of law.

28.2 Property is more than the mere thing which a person owns. It is elementary that it includes the "RIGHT" to acquire, use and dispose of it. (Emphasis added). See: *Buchanan v. Warley* 245 U.S. 60, 74.

29. These authorities point out that the RIGHT to own property includes the RIGHT to use it. The reasonable use of an automobile is to travel upon the streets or highways on which this Sovereign Man has an absolute RIGHT to use for the purposes of travel. The definitions in Title 49 Chapter 3 of the Idaho Code positively declare the RIGHT of this Sovereign Man to travel in a vehicle upon the streets or highways in Idaho.

30.  
MOTOR VEHICLE OR VEHICLE?

30.1 Motor Vehicle -- Motor vehicle means a vehicle which is self-propelled or which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails. See: Idaho Code 49-301 (6)

30.2 Vehicle -- Vehicle means a device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, excepting devices moved by human power or horse drawn or used exclusively upon stationary rails or tracks. See: Idaho Code 49-301 (14)

30.3 Street or Highway -- Street or Highway means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of RIGHT, for purposes of vehicular traffic. (Emphasis added). See: Idaho Code 49-301 (13).

30.4 The term "Motor Vehicle" may be so used as to include only those self-propelled vehicles which are used on highways primarily for purposes of "transporting" persons and property from place to place. (Emphasis added). See: 60 Corpus Juris Secundum § 1, Page 148; Ferrante Equipment Co. v. Foley Machinery Co., N.J., 231 A.2d 208, 211, 49 N.J. 432.

30.5 It seems obvious that the entire Motor Transportation Code and the definition of motor vehicle are not intended to be applicable to all motor vehicles but only to those having a connection with the "transportation" of persons or property. (Emphasis added). See: Rogers Construction Co. v. Hill, Or., 384 P.2d 219, 222, 235 Or. 352.

30.6 "Motor vehicle" means a vehicle, machine, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway in "transportation," or a combination determined by the Commission, but does not include a vehicle, locomotive, or car operated only on a rail, or a trolley bus operated by electric power from a fixed overhead wire, and providing local passenger "transportation" similar to street-railway service. (Emphasis added). See: Transportation, Title 49, U.S.C.A. § 10102 (17).

30.7 The Constitutions of the United States and the States guarantees this Sovereign Man the RIGHT to own property. The Supreme Courts of North Carolina and Texas have affirmed that the RIGHT to own property includes the RIGHT to use it while its use harms nobody. If that property is an automobile, it is included in the definitions of vehicle and motor vehicle in the Idaho Code Title 49 Chapter 3. And in the same Idaho Code Chapter, streets or highways are defined as the place where vehicles are used by the public as a matter of RIGHT. Thus it shows that this Sovereign Man has the RIGHT to use a vehicle on the streets or highways in 50 united States of America.

31. Now if this Sovereign Man has the RIGHT to use a vehicle on the streets or highways in the 50 united States of America, to what extent can the States regulate or diminish that RIGHT? There are some who maintain that specific performance is required of every Sovereign Man who uses a vehicle upon the streets or highways in the 50 united States of America. Let us examine this contention in detail.

CONTRACT?

32. Specific performance is a term used to designate an action in equity in which a party to a contract asks the court to order the other party to carry out the contract which he has failed or refused to perform. Thus, if specific performance is expected, a contract must exist. The question then becomes:

What are the terms of the contract and when was it executed and by whom? Since specific performance seems expected of every user of a vehicle on the streets or highways in the 50 United States of America, the user of a vehicle seems one of the parties to the supposed contract. And since the State seems the party demanding specific performance, the State is the other party to the contract. So the supposed contract exists between the user of a vehicle and the State. When was this contract executed and what are its' terms? Some contend that when a user of a vehicle avails himself of the "privilege" of driving on public thoroughfares that he enters a contract with the State that requires him to abide with all the laws in the union of States' Statutes. Others contend that the contract is executed when a driver's license is obtained. We need now to figure out what is a contract.

33. A contract may be defined as an agreement enforceable in court between two or more parties, for a sufficient consideration to do or not to do some specified thing or things. Thus, a contract has four essential features:

33.1 It must be an agreement.

33.2 There must be at least two parties to the contract.

33.3 There must be a consideration.

33.4 There must be an obligation or thing to be done.

34. Several types of contracts exist but all must contain the essential features listed. Contracts can be classified under three principal categories:

34.1 Express

34.2 Implied

34.3 Quasi

35. Quasi contracts, while being called contracts are not really contracts, will not be considered in this discussion of contracts but will be considered in a separation section later.

## UNILATERAL & BILATERAL CONTRACTS

36. There can also be unilateral and bilateral contracts that is presumed can exist under some or all the above headings. Let us examine each above types of contracts to see if the license obtained by this Sovereign Man falls under any of the categories of contract.

36.1 An express contract is one in which the agreement of the parties is fully stated in words, and it may be either written or oral, or partly written and partly oral. See: Bergh Business Law 30.

36.2 A true implied contract is an agreement of the parties arrived at from their acts and conduct viewed in the light of surrounding circumstances, and not from their words either spoken or written. Like an express contract, it grows out of the intention of the parties to the transaction and there must be a meeting of the minds. See: McKevitt et al v. Golden Age Breweries, Inc., 126 P.2d 1077 (1942).



36.3 License -- Authority to do some act or carry on some trade or business, in its nature lawful but prohibited statute, except with the permission of the civil authority or which would otherwise be unlawful. See: Bouvier's Law Dict.

37. With these definitions in mind, let us examine a driver's license to see if it is a contract. The driver's license itself is a small plastic card approximately 55 millimeters by 86 millimeters in size. It contains the words (State) Motor Vehicle Driver's license; the name, address, signature, and physical description of the user; a pair of identifying numbers; a photograph; and the signature of the director of the Department of Motor Vehicles/Law Enforcement. Obviously, this cannot be an express agreement because there are no statements to constitute an agreement. Are there two parties to the "contract?" There are two signatures but both are copies, thus invalidating the "contract" so there are no parties to the "contract." Is there a consideration? What has the State given this Sovereign Man in return for this Sovereign Man's obligation? Some may suggest that the State has given this Sovereign Man the privilege of driving on the streets or highways in the 50 united States of America. But this Sovereign Man already has the RIGHT to drive on the streets or highways in 50 united States of America, and the State cannot require this Sovereign Man to give up a RIGHT to obtain a privilege.

38. An Iowa statute that requires that every foreign corporation named in it shall as a condition for obtaining a permit to transact business in Iowa, stipulate that it will not remove into the federal court certain suits that it would by the laws of the United States have a RIGHT to a permit dependant upon the surrender by the foreign corporation of a privilege secured to it by the Constitution and laws of the United States. Bouvier's Law Dictionary quoting *Barron v. Burnside* 121 U.S. 186.

38.1 The full significance of the clause law of the land is said by Ruffin, C. J. to be that statutes that would deprive a Citizen of the RIGHTS of person or property without a regular trial according to the course and usage of the common law would not be the law of the land. (Emphasis added). See: Bouvier's Law Dictionary quoting *Hoke v. Henderson*, 15 N.C. 15, 25 AM Dec 677.

39. It would be foolish for this Sovereign Man to exchange a RIGHT for a privilege since it would mean giving up valuable property in exchange for something having less value. Is it possible for this Sovereign Man to do such a thing?

39.1 Consent -- In criminal Law. No act shall be deemed a crime if done with the consent of the party injured, unless it be committed in public, and is likely to provoke a breach of the peace, or tends to the injury of a third party; provided no consent can be given which will deprive the consenter of any unalienable RIGHT. (Emphasis added). See: Bouvier's Law Dictionary.

40. Thus, even if this Sovereign Man wanted to do so, he could not give up his RIGHT to travel on the streets or highways in the 50 united States of America or exchange it for the privilege of having a driver's license. Thus, in exchange for the supposed obligation of this Sovereign Man, the State has given nothing. Thus, there is no consideration.

41. It may be contended that the seal on the driver's license is sufficient consideration by the State. It is true that under the common law, the question of consideration could not be raised concerning a contract under seal. The seal provided conclusive presumption of a consideration. Still, States have abolished by statute the common law presumption of consideration and this statute is binding upon all officers and employees of the State. So, though a seal may be present, it is not evidence of consideration in the 50 united States of America. Of course, the document in question is a contrived and copied document and

lacks validity in any case as a contract.

42. As to an obligation, since the license contains no statement of agreement, since there are no parties to any agreement, and since there is no consideration, there can be no obligation. The driver's license thus is not a contract since it fails to contain any of the four essential features of a contract.

43. Can the driver's license be an implied contract? The same elements must exist in an implied contract as exist in an express contract. The only difference is that an implied contract is not written or spoken and the elements of the contract are shown by the acts and conduct of the parties involved. With respect to this Sovereign Man, there was certainly no meeting of the minds else this brief would not result. It was never the intention of this Sovereign Man to give up constitutional guaranteed RIGHTS to accept a privilege from the State. Such an action would be ridiculous. This could only be done in a socialistic state. There cannot be an implied agreement in a free society. Is it possible that there were two parties to the supposed contract, the State and this Sovereign Man? There was no consideration in the implied contract for the same reasons that there was no consideration in the express contract.

44. An obligation is the thing to be done. It may be to pay money, to do work, or to deliver goods; or it may be to refrain from doing something that the person contracting had a RIGHT to do. Some may say that the State was obligated to allow this Sovereign Man to drive on the streets or highways in the united states of America and that this Sovereign Man was obligated to obey all the statutes contained in the States' Statutes. It would be just as easy to say that the State could not be obligated to allow this Sovereign Man to travel on the streets or highways in the 50 united States of America because they did not have the RIGHT or the power to prevent him from doing so.

45. If the State cannot prevent this Sovereign Man from traveling on the streets or highways in 50 united States of America, they do not have any discretion in the matter and do not have the choice of whether to obligate themselves or not. Thus, the obligation of the State cannot be to grant this Sovereign Man the privilege of traveling on the streets or highways in the 50 united States of America. The obligation of the State cannot be to refrain from prohibiting this Sovereign Man from traveling on the streets or highways in the 50 united states of America since the State did not have the RIGHT to do this at first.

46. It is the contention of this Sovereign Man that the only obligation that this Sovereign Man incurs when using a vehicle upon the streets or highways in the united states of America is the Common Law obligation to refrain from any act that causes another person to lose life, liberty, or property. In complying with this obligation, this Sovereign Man does comply with many statutes in the union of States' Statutes since they are, for the most part, only common sense rules by which this Sovereign Man avoids doing damage to others.

47. Still, this acquiescence to some Statutes should not be construed as evidence of a contractual obligation by this Sovereign Man. Neither should it be construed as acquiescence to all the statutes or to any of them always. Instead, it is merely evidence of a want of this Sovereign Man to travel safely and to do harm to no one.

48. Thus, the actions of this Sovereign Man do not supply unambiguous evidence of a contract with the State. Instead, the actions can, with equal weight, be said to be evidence of the fact that this Sovereign Man was complying with Common Law requirement that he does harm to no one. The driver's license is not an implied contract because there is no consideration, there may be possibly be two parties, but

there is no consideration, and there is not clear evidence of an obligation. Three of the four elements necessary for a contract are missing.

49. The question now becomes whether the driver's license application is a contract. In completing this document, the applicant makes several statements and signs the paper upon which these statements are written under oath. The statements concern the identity, physical description, address, ability and experience in driving a vehicle, and one statement on the physical condition of the applicant. None of the statements are as an agreement.

50. The application form contains the signature of the applicant and the signature of the person taking the oath of the applicant. The reverse side of the application contains the results of a vision test and rudimentary physical examination with the results of a driving test. These results are signed by the examiner and not by the applicant.

51. Thus the application takes the form of an affidavit instead of a contract. But let us see if the elements of a contract are present in the application.

51.1 There is no agreement.

51.2 There are not two parties.

51.3 There is no consideration.

51.4 There is no obligation.

52. Since none of the necessary elements of a contract are present, the application does not constitute a contract.

53. The only document involved in obtaining a driver's license is the document, part of which is copied to make the actual driver's license. It contains, besides the information that is used in making the driver's license, the results of a vision test conducted by the driver's license examiner.

54. The applicant places his signature upon this form that is then copied by some photographic process. Other material is added including a photograph, signature of the Director of the Department of Motor Vehicles/Law Enforcement and the driver's license is made of this composite.

55. Thus the license itself cannot be a contract because it is a contrived document. The form from which the driver's license is made cannot be a contract because, again, none of the elements of a contract are present. So if none of the documents executed by the driver when obtaining a license is a contract, then no contract can exist between the driver and the State as a result of obtaining a driver's license.

56. But the idea that the driver's license is a contract with the State is pervasive. It is a belief that is strongly held even by people in high places. So let us examine the driver's license as if it were a contract and see if it can withstand scrutiny. Not every offer made by one party and accepted by the other creates a valid contract. The outward form of a contract, either oral or written may exist, and yet the circumstances may be such that no contract was in reality created. Some circumstances that will cause an apparently valid contract to be void are:

57.

## MISTAKE EITHER MUTUAL OR UNILATERAL

57.1 Mistake either mutual or unilateral.

57.2 Fraud.

57.3 Duress.

57.4 Alteration.

58. This Sovereign Man obtained a driver's license upon the representation by the State that traveling upon the streets or highways of the United States of America was a privilege. This Sovereign Man accepted this representation as true and did obtain a driver's license.

58.1 It has been shown, still, that traveling is a "RIGHT" and not a privilege. Thus, a mutual mistake has been made, and the "contract" is void. See: Deibel v. Kreiss, 50 N.E. 2d 1000 (1943).

59. But the legislative bodies of the States who passed the statutes contained in the union of States' Statutes are knowledgeable people, many of whom are lawyers, and they undoubtedly knew at the time the law was passed that traveling was a RIGHT and not a privilege. If this were the case, then the mistake would be unilateral. A unilateral mistake known to the other party is sufficient grounds to void a contract.

60.

## FRAUD

60.1 Fraud may consist in conduct, and may exist where there are no positive representations, Silence where honesty requires speech, may sometimes constitute fraud. The rule that a man may be silent and safe is by no means a universal one. Where one contracting party knows that the other is bargaining for one thing, he has no RIGHT by silence to deceive him and suffer him to take an altogether different thing, from that for which he bargains. (Emphasis added). See: Parish v. Thurston 87 Ind. 437 (1882).

61. If the driver's license is a contract, a case can be made for the contention that it was an agreement obtained by the State by fraud.

61.1 Fraud is a generic term which embraces all the multifarious means which human ingenuity can devise and are resorted to by one individual to get any advantage over another. No definite and invariable rule can be laid down as a general proposition defining fraud, as it includes all surprise, trick, cunning, dissembling, and unfair ways by which another is deceived. See: Wells v. Zenz, 236 P. 485.

62. With respect to contracts, the following statements can be made:

62.1 However, in the field of contracts, there are certain standard tests for a claim of fraud which make it possible to define fraud, in connection with a contract as any trick or artifice whereby a person by means of a material misrepresentation creates an erroneous impression of the subject matter of a proposed transaction, and thereby induces another person to suffer damage computable in money. The misrepresentation may result from a false statement, a concealment, or a nondisclosure. The elements

of a contractual fraud are the following:

62.1.1 A material misrepresentation, created by a statement, a concealment, or a nondisclosure.

62.1.2 An intention to defraud.

62.1.3 Reliance on the representation by the defrauded party.

62.1.4 Damage caused to the defrauded party as the result of his acting upon the representation. See: Bergh Business Law p. 56

63. In view of the many decisions by high courts, including the Supreme Court of the United States, that traveling is a RIGHT and not a privilege, it would be hard to defend the proposition that the legislative bodies of the States were unaware of these decisions, particularly since many legislators are and were lawyers knowledgeable in such matters. In fact, when one considers the definition of streets or highways in Sections of the Statutes, the Evidence is conclusive that the legislature knew and knows that traveling is a "RIGHT."

64. Therefore, the statements in the Statutes that traveling is a privilege and that a driver's license is necessary before traveling constitutes a material misrepresentation of fact to this possessor of a driver's license. And since the legislature is and was aware of the fact that traveling was not a privilege, but a "RIGHT," the statement that traveling is a privilege, when applied to this Sovereign Man, constitutes a willful intention to deceive and, therefore, to defraud.

65. This Sovereign Man did rely upon the representations of the legislature that traveling was a privilege when he obtained his driver's license, else he would not have obtained one.

66. This Sovereign Man did suffer damage as a result of his acting upon the representation of the legislature at least to the extent of the license fee.

67. In as much as all the necessary elements of fraud are present if the driver's license is considered a contract, the "contract" is void.

## DURESS

68. With respect to duress, Bergh supra supplies the following definition:

68.1 A party must consent to a contract of his own free will; free consent is an essential element of an agreement. Consequently, if he is coerced into signing a contract by fear induced by a threat to cause personal injury to himself or to some close relative, the contract will not be a real agreement and it will be voidable at his option. The threat of personal injury must be a threat to inflict immediate bodily injury or to institute a criminal prosecution against the person threatened or some close relative.

69. Since it was essential to this Sovereign Man in pursuing his occupation of common RIGHT to use a vehicle upon the streets or highways in the 50 United States of America, and since the States threaten to and do prosecute people in criminal actions for not possessing a driver's license, regardless of their status, this Sovereign Man did obtain a driver's license under duress. If then the driver's license is a contract, the contract is unenforceable and invalid because of this duress.

70. With respect to alterations, Bergh supra has the following comments:

70.1 Any material alteration in a written contract by one party without the consent of the other party gives this latter the option of treating the contract as discharged or enforcing it as it stood before the alteration.

71. If the driver's license is a contract, it is a written contract, at least to the extent that the Statutes are written. Each time that the legislature amends or modifies or adds to any of the statutes of the union of States, the terms of the contract are changed. Since this Sovereign Man then has the option of considering the contract as discharged, he then chooses to do so as of the first change in the union of States' Statutes following his application for a driver's license.

72. If it is contended that the driver's license is an implied contract, the Statute of Frauds comes into play. The States have enacted a Statute of Frauds.

73. In the following cases the agreement is invalid, unless the same or some note or memorandum of it, be in writing and subscribed by the party charged, or by his agent. Evidence, therefore, of the agreement cannot be received without the writing or secondary evidence of its contents:

73.1 An agreement that by its terms is not to be performed within a year from the making thereof.

73.2 . . . . .

74. Since the term of the driver's license contract is so many years and the contract is not written, the Statute of Frauds does apply and the contract is unenforceable.

75. The discussion up to this point has been concerned with bilateral contracts in which each party promises something to the other party. Is it possible that the driver's license is a unilateral contract? A unilateral contract is described as:

75.1 A unilateral contract is a one-sided contract in the sense that only one side makes a promise, and the other side performs an act for which the promise was given. See: Bergh supra.

76. Since the act expected by the State is obedience to the statutes of the union of States' Statutes, what promise has the State offered in exchange for this act? The only promise that the State could make this Sovereign Man is the promise to allow him to travel on the streets or highways in the 50 united States of America. Since this Sovereign Man already can do that as a matter of RIGHT, the State can promise him nothing. Thus there is no consideration and a unilateral contract cannot exist.

77. Having shown that no contract exists between this Sovereign Man and the State, let us examine the proposition that a quasi-contract exists between this Sovereign Man and the State.

78.

#### QUASI-CONTRACT

78.1 A quasi-contract is an obligation springing from voluntary and lawful acts of parties in the absence of any agreement. See: Bouvier's Law Dictionary.

79. In order to establish the existence of a quasi-contractual obligation it must be shown:

79.1 That the defendant has received a benefit from the plaintiff.

79.2 That the retention of the benefit by the defendant is inequitable. See: Woodward Quasi Contracts 9.

80. Thus, if it is contended that this Sovereign Man must obey the statutes in the union of States' Statutes because of a quasi-contract, it must be shown that this Sovereign Man has received a benefit from the State. But traveling on the streets or highways in the State is not a benefit received from the State. It was a RIGHT that attached to this Sovereign Man at the moment of his birth and cannot be removed by the State. In this respect, no benefit has been received from the State, and thus a quasi-contractual obligation cannot exist with respect to this Sovereign Man.

81. It may be claimed that the statutes are made pursuant to the police powers of the State and that every person in the State is obligated to obey them.

82. The police power is a grant of authority from the people to their governmental agents for the protection of the health, the safety, the comfort and the welfare of the public. In its nature it is broad and comprehensive. It is a necessary and salutary power, since without it, society would be at the mercy of individual interest and there would exist neither public order nor security. While this is true it is only a power. It is not a "RIGHT?"

83. The powers of government, under our system, are nowhere absolute. They are but grants of authority from the people, and are limited to their true purposes. The fundamental RIGHTS of the people are inherent and have not yielded to governmental control. They are not the subjects of governmental authority. They are subjects of individual authority. Constitutional powers can never transcend constitutionally guaranteed RIGHTS. The police power is subject to the limitations imposed by the Constitution upon every power of government; and it will not be suffered to invade or impair the fundamental liberties of the Sovereign Man, those natural RIGHTS that are the chief concern of the Constitution and for whose protection it was ordained by the people.

83.1 To secure their property was one of the great ends for which men entered into society. The RIGHT to acquire and own property, and to deal with it and use it as the owner chooses, so long as the use harms nobody, is a natural RIGHT. It does not owe its origin to constitutions. It existed before them. It is a part of the Citizen's natural liberty--an expression of his freedom, guaranteed as inviolate by every American Bill of RIGHTS.

83.2 It is not a RIGHT, therefore, over which the police power is paramount. Like every other fundamental liberty, it is a RIGHT to which the police power is subordinate.

83.3 It is a RIGHT which takes into account the equal RIGHTS of others, for it is qualified by the obligation that the use of the property shall not be to the prejudice of others. But if subject alone to that qualification the Citizen is not free to use his lands and his goods as he chooses, it is difficult to perceive wherein his RIGHT of property has any existence. (Emphasis added). See: Spann supra.

84. Where inherent, unalienable, absolute RIGHTS are concerned, the police powers can have no effect. The RIGHT to travel on the streets or highways and the RIGHT to own and use property have

been described as inherent, unalienable, and absolute. Thus the police power cannot regulate this Sovereign Man's RIGHT to use a vehicle on the streets or highways in the 50 united States of America.

85. If the police power of the State is permitted to regulate the traveling of this Sovereign Man on the streets or highways in the 50 united States of America and if through the action of these regulations or statutes, this Sovereign Man is denied access to the streets or highways in the 50 united States of America, a fundamental RIGHT of this Sovereign Man has been abrogated. If this is allowed to happen in this country (and it has), then this is not the "Land of the free and the home of the brave," but is in fact a socialistic state.

85.1 Where RIGHTS secured by the Constitution are involved, there can be no rule making or legislation that would abrogate them. (Emphasis added). See: *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).

86. The abrogation of unalienable RIGHTS by legislation or rule making is unconstitutional.

87. If further proof is needed to show that this Sovereign Man need not be licensed to travel on the streets or highways in the 50 united States of America, it is provided in the following decisions:

87.1 A license fee is a tax. See: *Parish of Morehouse v. Brigham*, 6 S. 257.

87.2 A state may not impose a charge for the enjoyment of a RIGHT granted by the Federal Constitution. (Emphasis added). (However, rights are not granted by any piece of paper, only privileges). See: *Murdock v. Pennsylvania* 319 U.S. 105.

88. Since a fee is charged for a driver's license and since traveling on the streets or highways in the 50 united States of America is a RIGHT guaranteed by the Federal Constitution, and by the LAW OF NATURE, it is not constitutional for the State to require this Sovereign Man to be licensed to travel.

89. Even the application for a Driver's License form recognizes the RIGHT of some people to travel without a license. The union of States' Statutes recognizes categories of peoples who are not required to be licensed in the State. Why is it then that the first demand made by the law enforcement personnel when making a traffic stop is: "Let's see your driver's license, registration, and proof of insurance," and not always politely, when the first question should be; "What is your status and are you required to have a driver's license?"

90. Can it be that there is a conspiracy afoot within the States to reduce all Sovereign Men to a status of contract? Why else would a law enforcement officer/person take a traveler to jail without even trying to discover if that man or woman was exempt from the requirement of having a driver's license?

91. The question now becomes whether this Sovereign Man is required to obey any of the statutes in the union of States' Statutes. It has been shown that this Sovereign Man has a RIGHT to travel on the streets or highways in the united States of America. So, any statute that describes driving on the streets or highways as a privilege cannot apply to this Sovereign Man. Since the RIGHT of this Sovereign Man to travel cannot be abrogated, any statute the operation of which would have the effect of denying access to the streets or highways to this Sovereign Man cannot apply to this Sovereign Man.

92. Since violation of any statute in the Statutes is classified as a misdemeanor that is punishable by a



fine and six months in jail, and since putting this Sovereign Man in jail because of his use of the streets or highways that harms nobody would be an abrogation of his RIGHT to travel, none of the statutes of the union of States' Statutes apply to this Sovereign Man. These contentions are supported by the Supreme Court of United States.

92.1 An Iowa statute that requires that every foreign corporation named in it shall as a condition for obtaining a permit to transact business in Iowa, stipulate that it will not remove into the federal court certain suits that it would by the laws of the United States have a RIGHT to remove, is void because it makes the RIGHT to a permit dependent upon the surrender by the foreign corporation of a privilege secured to it by the constitution and laws of the United States. (Emphasis added). See: Bouvier's Law Dictionary quoting *Barron v. Burnside*, 121 U.S. 186.

93. This decision is consistent with that in *Miranda*, supra in which it was stated that where RIGHTS are concerned, there can be no rule making or legislation that would abrogate them. It is also consistent with the discussion in the following case. This case is a tax case but the discussion on RIGHTS that it contains is appropriate.

94.

#### INDIVIDUAL AND A CORPORATION

94.1 There is a clear distinction in this particular between an individual and a corporation, and that the latter has no RIGHT to refuse to submit its books and papers for an examination at the suit of the State. The individual may stand upon his constitutional RIGHTS as a Citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the State or to his neighbors to divulge his business, or to open his doors to an investigation so far as it may tend to incriminate him. He owes no such duty to the State, since he receives nothing therefrom, beyond the protection of his life and property. His RIGHTS are such as existed by the law of the land long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his RIGHTS are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their RIGHTS. (Emphasis added.) See: *Hale v. Henkel*, 201 U.S. 43.

95. The Emphasized statement is also consistent with common law of England, as far as it is not repugnant to or inconsistent with the Constitution or laws of the United States in all cases not provided for in these compiled laws, is the rule of decision in all courts in the states. Since the statutes of the 50 united States of America cannot apply to this Sovereign Man, he becomes subject to the Common Law that maintains that he owes nothing to the public while he does not trespass upon their RIGHTS.

96. Is it the contention of this Sovereign Man that because the statutes contained in the union of States' Statutes do not apply to him that the statutes are unconstitutional? Absolutely not. There is a class of persons in the 50 united States of America to whom these statutes apply without reservation. Members of this class include corporations and those who do the corporation business, i.e., Motor Carriers, taxies, buses, etc., on the streets or highways in the 50 united States of America. A corporation is the creation of the State.

96.1 A corporation is a creature of the State. It is presumed to be incorporated for the benefit of the public. It receives certain special privileges and franchises and holds them, subject to the laws of the

State and the limitations of its charter. Its RIGHTS to act as a corporation are only preserved to it while it obeys the laws of its creation. (Emphasis added). See: Bouvier's Law Dictionary, 1914 p. 684

97. It is a person in the eyes of the law, but it lacks character, morals, conscience and a soul. It's every activity must be directed and supervised by the State. Under the definition of Due Process of Law, Bouvier's Law Dictionary states in part:

97.1 The liberty guaranteed is that of a natural person and not of artificial persons; *Western Turf Assn. v. Greenberg*, 204 U.S. 359 where it was said "a corporation cannot be deemed a Citizen within the meaning of the clause of the Constitution of the United States which protects the privileges and immunities of Citizens of the United States against being abridged or impaired by the law of a state." See also 203 U.S. 243.

98. The statutes in the union of States are designed to direct the activities of the class of persons of which a corporation is a member. Corporations are absolutely bound by these statutes. It is imperative that a conscienceless entity not be allowed to roam the streets or highways in the 50 united States of America and jeopardize the Sovereign Man. It is for this purpose that the statutes of the 50 united States of America were enacted and not for the control of a Free and Natural Sovereign Man.

## CONCLUSION

99. There is no Court in This Land that could Lawfully execute an Order that would or could cause, or work to compel, One to become a servant or slave of any city, county or state without a conviction and with full due process of law, and for any city, county or state to pretend otherwise is an absurdity.

There you have it Ladies and Gentlemen. What do you think? Have we been lied to by our public servants again?

If anyone can prove that I am mistaken, please e-mail the proof to me.

Please E-Mail Proof: autarchic @ embarqmail.com

Posted Monday, April 5, 1998 anno Domini. As of Tuesday, December 04, 2007 anno Domini, no one has come forward to refute my brief. I'm not surprised, are you? Everyone knows that silence is acquiescence, correct?

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