

Lee Brobst's



YE

OF
THE



AGLE

THY WILL BE DONE IN ASSOCIATION

NEWSLETTER

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UNMASKING THE INTERNAL REVENUE SERVICE AS PRIVATE AGENTS FOR THE INTERSTATE COMMERCE ACT IN A JOINT STOCK ASSOCIATION, ON A JOINT VENTURE FOR PROFIT

Blacks Law Dictionary, 5th Ed. says in essence that a joint venture is an association of persons with intent by way of contract, express or implied, emphasis added, to engage in and carry out a single business adventure for profit for which purpose they combine their efforts, property, money, skill, and, knowledge but without creating a partnership in the legal or technical sense of the term, or a corporation, and they agree that there shall be a community of interest among them as to the purpose of the undertaking, and that each coadventurer shall in the relation of principal, as well as agent, as to each of the coadventures with an equal right of control of the means employed to carry out the common purpose of the adventure.

Please note that editors comments to the court decisions will appear in bold print.

It is well established that a voluntarily association may, without direction or interference by the courts, draw up for its government and adopt rules, regulations, and by-laws which will be controlling as to all questions of discipline, doctrine, or internal policy; and its right to interpret and administer such rules and regulations is as sacred as its rights to make them. Lawson v Hewell, 118 Cal 613, 50 P763; American Live stock Commission Co. v Chicago Live Stock Exchange, 143 Ill. 210, 32 NE 274; Supreme Lodge. O.S.F. v Raymond, 57 Kan 647, 47 P 533.

Constitutional provisions, bylaws, rules, regulations of voluntarily associations will be deemed to be valid and binding upon members consenting thereto so long as they are not immoral, unreasonable, and, contrary to public policy, or in contravention to the law of the land.

Medical Soc. of Mobile County v Walker, 245 Ala 135, 16 So 2d 321; Re Terra, 111 Cal. App 2d 452, 244 P2d 921; Sult v Gilbert, 148 Fla 31, 3 So 2d 729; Green v Board of Trade, 174 Ill 585, NE 599; Louisville Bd. of Fire Underwriters v Johnson, 133 Ky. 797, 119, SW 153; Liggett v Koivunen, 227 Minn 114, 34 NW 2d 345; Austin v Searing, 16 NY 112; Franklin v Dick, 262 App Div 299, 28 NYS2d 426, affd 287 NY 656, 39 NE2d 282; International Union, S.O.E. v Owens, 119 Ohio St 94, 162 NE 386; Bailey v Master Plumbers' Asso 103 Tenn 99, 52 SW 853; Milwaukee Masons & Builders Asso. v Niezerowski, 95 Wis 129 70, NW 166. Public policy is the Agriculture Adjustment Act of May 12, 1933 where agriculture and industry were combined and H.J.R. 192 where Congress said it is against public policy to "PAY" the nations debt "IN" LAW; and in consequence; by operation of law; the people formed a Joint Stock Association of debtors and creditors to go on a joint venture to each other; by passing around commercial paper called money, and if "SUBJECT TO" the 14th Amendment; becomes a carrier in commerce, subject to the Interstate Commerce Act via Commerce Clause, the, 17th Amendment; your right of contract under Article I Section 10, and Article I and it's 17 clauses to become part of the posterity of the United States Constitution, and its' treaties under the United Nations to join in commerce for profit. It is the Interstate Commerce Act of 1887 and the amendments thereto; the Internal Revenue Service is enforcing. Members may adopt and enforce any just, fair, and reasonable rules and regulations that may be needed to promote harmony among themselves and

advance the best interests of the association, although the effect may be to limit the freedom of action that they would enjoy if they were not connected with the association. Cox v Government Employees Ins. Co.(CA6 Ky) 126 F2d 254 (Applying law of Kentucky); Booker v Louisville Bd. of Fire Underwriters, 188 Ky 771, 224 SW 451, 21 ALR 531. **This is where the compelled performance comes in.**

The rules laid down for the government of the members of an association form the measure of their rights in the premises; it is vain to appeal to a constitutional bill of rights, for such bills of rights are intended to protect the citizen against oppression by the government, not to afford protection against one's own agreements. North Dakota by Langer v North Cent. Asso. (DC Ill) 23 F Supp 694, affd (CA7) 99 F2d 697; Manning v San Antonio Club, 63 Tex 166. The IRS tells you very bluntly that you have no U.S. Constitutional Rights because, you have contracted to deal with the private enterprise of the democracy, thereby exiting the free enterprise of the republic.

After reading the article written by Morrison Commage from his book "Growth of the American Republic"; and the fact the constitutional convention of 1775 was convened; not for independence but for liberty, (liberty is a franchise granted by the private bureaucracy we call government); as appeared on page 5 in the July issue of "Eye of the Eagle" newsletter, we begin to see that this extra legal jurisdiction called "Association" is very much a part of the history of our country and, although it is never mentioned; Association is what Article I of the U.S. Constitution is all about. Article I was designed for those who volunteered to the third jurisdiction to become a member of the commercial city called, the District

of Columbia and for purposes of commerce and profit.

With the loss of our Public National Money Standard in "PAYMENT" of debt, it opened the whole country to a joint venture and to third parties to spy upon the credit and banking transactions. Third party being every "person" in the association on the joint venture for profit. (public policy in mass).

The "in" Common Law as based on the "Standard" money would not recognize relationships between persons as coadventures apart from that of a partnership established by proof of the existence of the elements of a partnership. The "in" common Law did not recognize anything implied in the law. In other words, the proof of the existence of a partnership was a guidance system for the courts to make decisions that were bound by the "in" Law jurisdiction. As it is now the courts have to deal with the problem the best they know how, and that was to develop the concept that a "status may be created by persons combining their properties or services in the conduct of an enterprise without forming a partnership in the old common law terms or in the legal or technical sense of the term. This concept of status is purely a creature of the American courts". Porter v Cooke (CA 5th La) 127 F2n 853 cert den 317 U.S. 670 reh den 317 U.S. 710. **If one will note, this decision was based on the Erie RR v Tompkins decision; 304 U.S. 64, (1938) which stated meaning Erie RR, there is no general federal common law, overturning Swift v Tyson 16 Peters 1 (1842) which stated there was a general federal common law; meaning there was non-commercial money in interstate commerce and the concept of offer, acceptance, and consideration or, a meeting of the minds was absolute in all contracts**

involving the common law. In other words, there was a pool of federal common law from which the court could draw from.

In essence the Erie RR court said all we have in circulation is commercial money and the law that is applied in the absence of federal law, is the law of the state; meaning contract law. Erie RR was based on the Agriculture Adjustment Act of May 12, 1933 and H.J.R. 192 of June 5, 1933.

As a legal concept, a joint venture is not a status created or imposed by law, but is a relationship voluntarily assumed and arising wholly ex contractu. Hyman v Regenstein (CA5 Fla) 258 F2n 502, cert den 359 U.S. 913. **This is why Title 26 U.S. Code has never been enacted into positive law. It is the law of the state that is applied; meaning your right to contract, expressed or implied. Again, the old common law concept of offer, acceptance and consideration no longer applies in Interstate Commerce as stated above.**

As in contracts generally, the essence of a joint venture contract is that it binds the parties who enter into it, and when made, obligates them to perform to it, and failure of any of the parties to perform constitutes in law a breach of contract. The contract need not be express or be embodied in a formal agreement, or particularly specify or define the rights and duties of the parties. Sample v Romine 193 Miss 706 8 So. 2d. 257, 9 So 2d 643, 10 So 2d 346.

The contract between the parties establishing the joint venture need contain no particular form of expression nor is formality of execution necessary, Cooperstein v Shiparo, 122 N.J. Eq 238, 192 A. 826. A contract may be sufficient

to create a joint venture even though it is not full and definite in its terms where the parties have given it practical construction by acting under it for several years without any disagreement. Anno: 48 ALR 1070 s 63 ALR 919, 138 ALR 968.

Silence is consent.

The existence of a joint venture may be inferred from the conduct of the parties or from facts and circumstances which make it appear that a joint enterprise was in fact entered into, as proof of active participation in the enterprise, or some control over the subject matter thereof or property engaged therein. The consideration for a contract of a joint venture may be a promise, express or implied, to contribute capital or labor to the enterprise. Rae v Cameron 112 Mont 159, 114 P2d 1060; Hoge v George 27 Wyo 243, 200 P 96, 18 ALR 469. **By voting one expresses control over subject matter. Signing W-4 form conveys power of attorney.....**"Once the existence of a joint venture is established by direct evidence of a mutual agreement, or by proof of facts and circumstances from which it is made to appear that such enterprises was entered into, the law fixes the rights of the parties". Ditis v Ahlvin Const. Co. 408 Ill 416, 97 NE2d 244. **For a more in depth look at evidence refer back to page 9 Vol. 3 1989 issue of "Eye of the Eagle" under the heading of "Jurisdiction of State and Federal Taxes Lies in you Being Primarily a U.S. Citizen."** The IRS Code says if you are a U.S. Citizen, you are required to file. The code doesn't say if you are primarily a STATE citizen, you are not required to file.

Even though denying that they are joint adventures, they may be estopped in favor of third parties even though they never

intended to become ventures. United States v Westmoreland Manganese Corp. (DC Ark) 134 F Supp 898 Berkey v Third Ave.R. Co. 244 NY 84, 155 NE 58, 50 ALR 599. Here is a perfect example of what H.J.R. 192 did to the "in" Common Law jurisdiction. As stated before, the "in" Common Law required proof of the intent of the parties and nothing was implied; there were two parties to the contract but now a third party called the "Association" (public policy) implies that you have become a member on their joint adventure and after several years of your silence, you are liable even though you did not intend to be on a venture or even know about it; in other words; we know what is best for you.

A contract for a joint venture containing no stipulation as to its termination may be dissolved by either party at his own will at any time. Alexander v Turner 139 Neb 364, 297 NW 589. But again we see the liability that was created for you is voluntary and you can exit the joint venture at any time.

A joint venture, although terminated from the standpoint of further prosecution of the venture, remains in force nevertheless for the purposes of accounting and settlement. Mclver v Norman 187 Ore 516, 213 P2d 144, 13 ALR2d 749. For those people who have left the Association or the venture, and the taxing authorities or whatever is still pursuing the compelled performance of your services; the above is proof why. The IRS can assess you up to 20 times over. In other words, they assess you say 10,000 performance units the first time; then they can do the same thing over again up to 20 times plus

It is implicit in the nature of a joint venture that there be some sort of accounting between the parties by which their respective interests and liabilities may be determined. Wiegardt v Becken 21 Wash 2d 59, 149 P2d 929. And now you know how the 1040 form came about and if you fail to fill out a 1040 form and you are required; an accounting may be compelled by a appropriate action". Tompkins v Commissioner CA4 97 F2d 396).

Although it is of course, within the power of the parties to a joint venture to agree upon their own terms as to the charges and credits to be made and allowed upon the settlement of the accounts. Wiegardt v Becken, 21 Wash 2d. 59, 15, 149 P2d 929. This is the lower administrative level of the IRS or any other taxing authority where assessments are made and you have the opportunity to agree or disagree.

In most instances a joint venture's failure to contribute his share has been held to preclude him from securing relief in a court of equity. Anno: 11 ALR 432. Here is the reason if the IRS or any other taxing authorities comes after you, you cannot get injunctive relief.

As between the parties to a joint venture, one of them who makes advances for the promotion of the venture may have a claim or lien therefor, on the property of the venture. RE Kessler & Co. (DC NY) 174 F 906; Smith v The Saugerties (DC NY) 44 F 625. See also Crenshaw v Crenshaw, 22 Ky LR 1782, 61 SW 366. Such a lien has been declared where one party was insolvent and the other had advanced more than his share. Withers v Pemberton, 43 Tenn, (3 Coldw) 56. First; those who furnish the wealth to back the venture are the super

rich. The capital that the rich back the venture with is the gold they have had since time immemorial. The rich are guarded from loss by statute law which is probability imbedded somewhere in the Federal Reserve Act or a treaty because, they put up the real substance. Fourier and Brisbane proposed permanent prosperity to the super rich if they, the rich would finance their plans for the "Combined World Order".

Secondly, we are insolvent as a result of HJR 192 of June 5, 1933 because we cannot "PAY" our debts "in" Law; we can only discharge them; See Stanek v White 172 Minn #25 390, 215NW 784 page 10 of July 1989 issue of "Eye of the Eagle; and as a result of the discharge; we became an "Association" of debtors and creditors to each other. You own no property to invest; only your services. In the absence of statutory recognition or authority, the general rule is that unincorporated associations have no such legal existence as will permit them to acquire and hold property in the associate name either by purchase or gift, and that property ostensibly held by such unincorporated bodies is deemed to belong to the members jointly or as tenants in common. Grand Grove. U.A.O. v Garibaldi Grove, 130 Cal 116, 62 P 486; Curtiss v Hoyt, 19 Conn 154; Popovich v Yugoslav Nat. Home Soc. 106 Ind App 195, 18 NE2d 948; Flanagan v Benvie, 58 NM 525, 273 P2d 381; Bradley v O'Hare 11 App Div 2d 15, 202 NYS2d 141, rearg & clarification den 11 App Div 2d 939, 207 NYS2d 428; Venus Lodge v Acme Benev. Asso. 231 NC 522, 58SE2d 109, 15 ALR2d 1446. There is no statute governing the Association of public policy.It follows that at common law, the members of an unincorporated association

have the right to manage, control, and dispose of association property at their pleasure. Venus Lodge v Acme Benev. Asso. 231 NC 522, 58 SE2d 109, 15 ALR2d 1446. Anno: 15 ALR2d 1451.or unless some similar arrangement is made, property used and ostensibly owned by the association is in fact the property of its members. Grand Grove, U.A.O.D. v Garibaldi Grove, 130 Cal 116, 62 P486. This is why you must report the profit or loss of any property, real or personal to the IRS.Such property is beneficially owned in common by the members in equal shares. Cuzner v California Club, 155 Cal 303, 100 P 868; Grand Grove, U.A.O.D. v Garibaldi Grove, 130 Cal 116, 62 P 486; Rehder v Rankin, 249 Iowa 1201, 91 NW2d 399; People v Adelphi Club, 149 NY 5, 43 NE 410.

Where joint ventures do work for a third party who pays one of them, the payment is a "discharge" (quotations added) of the obligation as to all coventures. Lentz v United States, 171 Ct Cl. 537, 346 F 2d 570. H.J.R. 192 of June 5, 1933.

It has been said that each member of a joint venture is both an agent for his coventures and a principal for himself. Summers v Hoffman, 341 Mich. 686, 69 NW 2d 198, 48 ALR 2d 1033; Varbel v Acri 156 Ohio St 467, 103 NE2d 564, 30 ALR 2d 853; and that each coventurer stands in the relation of agent as well as principal to the other coventures. Smith v Grenadier 203 Va. 740, 127 SE 2d 107 Each joint venturer is the agent of the other and each is the principal, so that the act of one is the act of all. Mercer v Vinson 85 Ariz 280, 336 P2d 854. The above is why it is fruitless to bring a law suit against the United States or the state. You can't sue yourself.

Commerce and commerce alone is what public policy is all about and in the process, has brought in a whole new concept of law based on commercial transactions of private enterprise.

To further our education, we will now proceed to the Interstate Commerce Act and see how it fits into the picture with the IRS.

INTERNAL REVENUE SERVICE CODE IS FOUNDED IN THE INTERSTATE COMMERCE ACT OF 1887 AND THE 1940 AMENDMENTS THERETO

54 Statute) 76 Congress 3d Session-Ch
722, Sept 18, 1940

Title I Amendments to Existing Law
Short Title for Act to Regulate
Declaration of National Transportation
Policy

NATIONAL TRANSPORTATION POLICY
Amendments to Section 1 (3), (4), and

The reader is probability wondering what the National Transportation Policy to regulate Commerce has to do with income taxes and this is precisely what we will try to explain.

Please note the Erie RR decision in 1938 finalized H.J.R.192 and therefore allowed the National Transportation Act of 1940 to make a individual a common carrier in commerce; thus making that individual liable for the personal income tax that was to transpire three years later.

The following is a chronological order of events that led us to our situation of today:

1783 The United States of America was founded and termed "The Great Experiment" as more fully explained in

May-June 1989 issue of the "Eye of the Eagle" newsletter.

1833 Chancellor James Kent in his Commentaries on the law tells of changes being made in our law that will reflect the thinking of Charles Fourier, Albert Brisbane, and Robert Owen.

1868 The 14th Amendment gave everybody the opportunity to become a commercial citizen for profit thereby; absolving the non-commercial way of life of the "in" common law that resided in the individual states of the republic.

1887 The Interstate Commerce Act introduced laws to govern the commerce of the commercial people for profit the 14th Amendment created.

1913 The Federal Reserve Act created the commercial money for the commercial people who were to use the money for profit.

1913 The 17th Amendment opened the door for the federal government to collect taxes directly from the people instead of going to the states.

1933 The Agriculture Adjustment Act combines agriculture and industry.

1933 House Joint Resolution 192 on June 5, 1933 suspended our "Public National Money Standard in "PAYMENT" of debt; thereby abolishing the non-commercial money in circulation.

1935 Social Security is enacted.

1938 The U.S. Supreme Court decision of Erie RR v Tompkins 304 U.S. 64 (1938) stated there is no general federal common law.

1940 National Transportation Policy as amended to the Interstate Commerce Act of

1940, cleared the way for the imposition of the personal federal income tax.

1943 July 1, personal income tax withholding begins.

And now the Interstate Commerce Act itself.

Sec. 2 (a) Paragraph (3) of section 1 of the Interstate Commerce Act, as amended, is amended by inserting after "(3)" the letter "(a)" and by adding at the end thereof a new sentence as follows: "The term 'person' as used in this part includes an individual, firm, copartnership, corporation, company, association, or joint stock association; and includes a trustee, receiver, or personal representative thereof." Emphasis added.

(b) Such paragraph (3) is amended by adding at the end thereof a new paragraph (b) as follows:

"(b) For the purposes of sections 5, 12 (1), 20, 404 (a) (7), 210, 220, 304 (b), 310, and 313 of this Act, where reference is made to control (in referring to a relationship between any person or persons and another person or persons), such reference shall be construed to include actual as well as legal control, meaning by operation of law thru the commercial money, whether maintained or exercised through or by reason of the method of or circumstances surrounding organization or operation, through or by common directors, officers, or stockholders, a voting trust or trusts, a holding or investment company or companies, or through of by any other direct or indirect means; and to include the power to exercise control." Emphasis added.

The original Interstate Commerce Act of 1887 only included registered companies such as railroads and express companies

who were common carriers in commerce. The 14th Amendment regarded these carriers as "persons" and were in reality, artificial creations. In other words, they did not exist in the natural or common law.

The Interstate Commerce Act of 1887 was amended many times to reflect the changes that were taking place in commerce but, at no time up to 1940 did the Interstate Commerce Act include the "individual". The reason is because the "Public National Money Standard" of gold in "PAYMENT" of debt was a bar "in" law from making the individual a common carrier in commerce. Gold, Silver, and land was never considered commerce; therefore the individual was never considered a "person"

The Agriculture Adjustment Act of May 12, 1933 and H.J.R. 192 in 1933 supra, followed by the Erie RR v Tompkins decision in 1938 supra, set the stage for the 1940 amendment to the Interstate Commerce Act that included the individual, copartnership, association, joint stock association, or personal representative thereof. These entities are now considered "persons" within the meaning of the IRS Code as well as the state codes.

When one understands copartnership, association, joint stock association, or personal representative, one realizes that all these are really one in the same and mean the individual. To be a member of any of these entities makes you a commercial citizen, thus liable in personum to any legal

proceedings that are subject to the 14th Amendment. In other words if you are subject to the Interstate Commerce Act, subject to meaning "person" within the revenue codes, state or federal.

THE CODE LAWS OF THE UNITED STATES
OF AMERICA
TITLE I; GENERAL PROVISIONS
Chapter 1 Rules of Construction page 1
Section 1; states

"the words "person" and "whoever " include corporations, companies, associations, firms partnership, societies, and joint stock companies, as well as individuals". enacted July 1947. These rules of construction were enacted to make it very plain the word "person" is to apply to all U.S. Codes and not just the Interstate Commerce Act.

Amendments to Section 20

Sec.13. (a) Paragraphs (1) To (8), inclusive, of section 20 of the Interstate Commerce Act, as amended (which relate to accounts, records, reports, etc., of carriers subject to part I), are amended to read as follows:

"Sec. 20. (1) The commission is hereby authorized to require annual, periodical, or special reports from carriers (as defined in this section) and from lessors (as defined in this section), to prescribe the manner and form in which such reports shall be made, and to require from such carriers and lessors specific and full, true, and correct answers to all questions upon which the Commission may deem information to be necessary, classifying such carriers and lessors as it may deem proper for any of these purposes. Such annual reports shall give an account of the affairs of the carrier or lessor in such

form and detail as may be prescribed by the Commission.

"(2) Said annual reports shall contain all the required information for the period of twelve months ending on the 31st day of December in each year, emphasis added unless the Commission shall specify a different date, and shall be made out under oath and filed with the Commission at its office in Washington within three months after the close of the year for which the report is made, unless additional time be granted in any case by the Commission. Such periodical or special reports as may be required by the Commission under paragraph (1) hereof, shall also be under oath (emphasis added) whenever the Commission so requires. **The above most certainly does not need explaining.**

"(3) The Commission may, in its discretion, for the purpose of enabling it the better to carry out the purposes of this part, prescribe a uniform system of accounts applicable to any class of carriers subject thereto. (emphasis added) and a period of time within which such class shall have such uniform system of accounts, and the manner in which such accounts shall be kept. **Here is your IRS forms and the direct tax that applies to a certain class of persons that are subject to the 14th Amendment.**

"(4) The Commission shall, as soon as practicable, prescribe for carriers the classes of property for which depreciation charges may properly be included under operating expenses, and the rate or rates of depreciation which shall be charged with respect to each of such classes of property, classifying the carriers as it may deem proper for this purpose.

(emphasis added) The Commission may, when it deems necessary, modify the classes and rates so prescribed. When the Commission

Commission shall have exercised its authority under the foregoing provisions of this paragraph, carriers shall not charge to operating expenses any depreciation charges on classes of property other than those prescribed by the Commission, or charge with respect to any class of property a rate of depreciation other than that prescribed therefor by the Commission, and no such carrier shall include under operating expenses any depreciation charge in any form whatsoever other than as prescribed by the Commission. **A reinstatement of No. 3 above which makes it very clear that we are dealing with a classification of property in commerce.**

"(5) The Commission may, in its discretion, prescribe the forms of any and all accounts, records, and memoranda to be kept by carriers and their lessors, including the accounts, records, and memoranda of the movement of traffic, as well as of the receipts and expenditures of moneys (emphasis added) and it shall be unlawful for such carriers or lessors to keep any accounts, records, and memoranda contrary to any rules, regulations, or orders of the Commission with respect thereto. The Commission or any duly authorized special agent accountant or examiner thereof shall at all times have authority to inspect and copy any and all accounts, books records, memoranda, correspondence, and other documents, of such carriers and lessors, and such accounts, books, records, memoranda, correspondence, and other documents, of any person controlling, controlled by, or under common control with any such carrier, as the Commission deems relevant to such person's relation to or transactions with such carrier. The Commission or its duly authorized special agents, accounts, or examiners shall at all times have access to all lands, buildings, or equipment of such carriers or lessors,

and shall have authority under its order to inspect and examine any and all such lands, buildings, and equipment. Such carriers, lessors and other persons shall submit their accounts, books, records, memoranda, correspondence, and other documents for the inspection and copying authorized by this paragraph, and such carriers and lessors shall submit their lands, buildings, and equipment to inspection and examination, to any duly authorized special agent, accountant, or examiner of the Commission, upon the display of proper credentials. **Here the term movement of traffic includes money which is proof the money of today is commercial. Remember what the Erie RR decision said, "there is no general federal common law". In other words there is no non-commercial money in circulation; or if you wish, all we have in circulation is commercial money; commercial money meaning commerce. If money is commerce, then everything you purchase is commerce. Including you in "person" if you are subject to the 14th Amendment.**

"(6) The Commission or any duly authorized special agent, accountant, or examiner thereof shall at all times have authority to inspect and copy any and all accounts, books records, memoranda, correspondence, and other documents, of persons which furnish cars or protective service against heat or cold to or on behalf of any carrier by railroad or express company subject to (emphasis added) this part: Provided, however, That such authority shall be limited to accounts, books, records, memoranda, correspondence, or other documents which pertain or relate to the cars or protective service so furnished. The Commission shall further have authority, in its discretion, to prescribe the forms of any

or all accounts, records, and memoranda which it is authorized by this paragraph to inspect and copy, and to require the persons furnishing such cars of protective service, as aforesaid, to submit such reports and specific and full, true and correct answers to such questions, relative to such cars or service, as the Commission may deem necessary. Persons furnishing such cars or protective service shall submit their accounts, books, records, memoranda, correspondence, or other documents, to the extent above provided, for inspection or copying to any duly authorized special agent, accountant, or examiner of the Commissioner upon demand and the display of proper credentials. **This is a perfect example of how subtle todays commerce can be. First of all, the "Commission or any duly authorized special agent, accountant or examiner" means without a doubt, the Internal Revenue Service; as spelled out in the U.S. Code; but here is the real sleeper; "of persons which furnish cars or protective service against heat or cold to or on behalf of any carrier or express company subject to."** The term person means the individual as plainly set forth in Sec. 2 of the above but also, as to the section on protective service from heat or cold; this author wants to ask you a question. Do you furnish protective service to any express company? You most certainly do, the moment you climb into any motor vehicle; and what is the express company? The Joint Stock Association as per the Agriculture Adjustment Act and H.J.R. 192. *supra*. Members of a joint stock association may be sued or indicted, but not in the company name, unless a statute so provides. *Taylor v Weir*, 171 Fed. Rep. 636; 23 Cyc. 469, 477; *Van Aerman v*

Bleistein, 102 N.Y. 355; Moore v Brink, 4 Hun, 402; St. Paul Typothetae v St. Paul Bookbinders, 94 Minnesota, 352; Romona Oolitic Stone Co. v Bolger, 170 Fed Rep 979; Pearson v Anderberg, 28 Utah, 495; Standard Oil Co. v Commonwealth, 122 Kentucky, 440; Peterson & Fitch v State, 32 Texas, 477. A joint stock association is amenable to the provisions of the Act to Regulate Commerce and is subject to indictment for violations thereof. Congress has power to charge the assets of joint stock associations with liability and to personify them as far as to collect fines by proceeding against them in the respective names of the association. United States v Adams Express Company, 229 U.S. 381, Oct term, 1912. **Please note: At the time of the United States v Adams case, there was no imprisonment but since that time, congress has imposed imprisonment for violations of the Interstate Commerce Act.**

"(7) (a) In case of failure or refusal on the part of any carrier, lessor, or other person to keep any accounts, records, and memoranda in the form and manner prescribed, under authority of this section, by the Commission, or to submit any accounts, books, records, memoranda, correspondence, or other documents to the Commission or any of its authorized agents, accountants, or examiners for inspection or copying, as required under this section, such carrier, lessor, or person shall forfeit to the United States not to exceed \$500.00 for each such offenses and for each day during which such failure or refusal continues.

"(b) Any person who shall knowingly and willfully make cause to be made, or participate in the making of, any false entry in any annual or other report required under this section to be filed, or in the accounts of any book of accounts or in any records or memoranda kept by a carrier, or required under this section to

be kept by a lessor or other person, or who shall knowingly and willfully, mutilate alter, or by any other means or device falsify the record or any such accounts, records, or memoranda, or who shall knowingly and willfully neglect or fail to make full, true, and correct entries in such accounts, records, or memoranda of all facts and transactions appertaining to the business of the carrier, lessor, or person, or shall knowingly and willfully keep any accounts, records or memoranda contrary to the rules, regulations, or orders of the Commission with respect thereto, or shall knowingly or willfully file with the Commission any false report or other document, shall be deemed guilty of a misdemeanor and shall be subject, upon conviction on any court of the United States of competent jurisdiction to a fine of not more than five thousand dollars or imprisonment for not more than two years, or both such fine and imprisonment: Provided, That the Commission may in its discretion issue orders specifying such operating, accounting, or financial papers, records, books, blanks, tickets, stubs, correspondence, or documents of such carriers, lessors or other persons as may, after a reasonable time, be destroyed, and prescribing the length of time the same shall be preserved.

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## ARTICLE III COURTS

continued from July

### 16th Amendment Designed for 20 year period Between 1913 and 1933

Between these years was the transition between non-commercial money and commercial money.

As the commercial wants and needs of the country grew, there was more demands placed on the gold in the United

States Treasury than there was gold to fulfill the future contract obligations of "PAYMENT." Of course the creation of the the Federal Reserve System was the cause because the commercial money or credit was not backed by the gold standard.

We must also remember the fact that silver was demonetized from "One Dollar in Silver" in "PAYMENT" of debt to "one silver dollar" in discharge of debt. In other words, the "National Silver Standard in "PAYMENT" was abolished in 1863. Silver became a commodity and lost the blessings of the U.S. Treasury guaranteeing its weight and fineness according to the coinage acts.

### **Congress Abrogates the Gold Standard and the Law.**

As a result of more demands being placed upon the gold in the U.S. Treasury than there was gold to fulfill the future contract obligations, Congress was forced to suspend the "Public National Gold Standard" which was public money and replace it with a private commercial money of a private corporation. This act became known as H.J.R. 192 on June 5, 1933. The two party contracting system now became a three party system. In other words, there is a third party to witness all credit and banking transactions. The National money Standard in "PAYMENT" represented public money for private debt; today we have private money for public debt.

More important was the fact that the "in" Common Law jurisdiction and its equity was replaced by "at" Law jurisdiction and its special equity based upon rules and regulations of the Association.

Article III Courts of Justice dealt with "in" Common Law jurisdiction under the hard coin in "PAYMENT" of debt but since H.J.R. 192 all we do is pass evidence of debt around to each other. There is never

a "PAYMENT", only a discharge of the obligation.

Resolutions are not law and that is why the whole system is 100% voluntary, as more fully explained in the Frank Brushaber case above. Brushaber was not forced to buy the stock in the Union Pacific RR that made him subject to the 16th Amendment and the commercial money.

One must always remember that everytime there is a change in the money, there is a change in the law.

There is no longer non-commercial money in circulation, so the 16th Amendment is meaningless. The tax is now collected under Article I Sec. 2 in conjunction with the Commerce Act of the Commerce Clause of the U.S. Constitution as a direct tax apportioned among the citizens of the District of Columbia as mentioned many times before in this newsletter.

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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. Materials will be available at a later date.

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