COURT SURVIVE PAPERS/ 2014. BY DAVID STAR: EL

There are a number of techniques to do this:

there are other techniques as well.

Even the intelligent and educated layman has small and sometimes no skill in the science of law. If charged with crime, he is incapable, generally, of determining for himself whether the indictment is good or bad. He is unfamiliar with the rules of evidence. Left without the aid of counsel he may be put on hearing without a proper charge, and convicted upon incompetent evidence, or evidence irrelevant to the issue or otherwise inadmissible. He lacks both the skill and knowledge adequately to prepare his defense, even though he have a perfect one. He requires the guiding hand of counsel at every step in the proceedings against him. Without it, though he be not guilty, he faces the danger of conviction because he does not know how to establish his innocence." Gideon v. Wainwright, 372 U.S. 335, 344-345 (1963

A way to control the court is to have the judge help you. Your honor, I am not an attorney, and I am presenting my own case here. I was told and I would like to confirm it with you, that if I am about to make a mistake in presenting my case, that you will inform me of the mistake. Is this true?

let the record reflect that the judge answered YES

I was also told that if I present an error to the court, that the court will see to it that I am shown how to repair my pleadings and present them in the proper form. Is that true?

IF YOU OBJECT TO ANYTHING NOW, AND IT IS OVERRULED, YOU CAN ASK THE JUDGE TO HELP REPAIR THE OBJECTION SO IT IS ACCEPTABLE TO THE COURT. THE JUDGE IS NOW BOUND TO HELP YOU SCREW THE COURT. Anytime the attorney starts to testify, object because he does not have FIRST HAND KNOWLEDGE about anything. Everything he knows was told to him by somebody else. Unless it has been stated in the court by someone, he cannot use it.

IF FORCED TO ANSWER QUESTIONS, You do not have to make a legal determination about anything.

Or you are sui juris-: **SUI JURIS** - One who has all the rights to which a freemen is entitled; one who is not under the power of another, as a slave, a minor, and the like.

To make a valid contract, a man must, in general, be sui juris. Every one of

full age is presumed to be sui juris.

Sui Juris: "Of his own right; possessing full social and civil rights; not under any legal disability, or the power of another, or guardianship. Having capacity to manage one's own affairs; not under legal disability to act for one's self." Black's Sixth.

If you know it is Admiralty Jurisdiction, and they have admitted on the record that you are in an Admiralty Court, you can demand that the international maritime contract, to which you are supposedly party to, and which you supposedly have breached, be placed into evidence. No Court has Admiralty/Maritime Jurisdiction unless there is a valid international maritime contract that has been breached

The Supreme Court cases are dealing with Public Policy rather than Public Law. In 1938, all the higher judges, the top attorneys and the U.S. Attorneys were called together into a secret meeting and this is what we were told: "America is a BANKRUPT NATION -- it is owned completely by its creditors. The creditors own the Congress, they own the Executive, they own the Judiciary and they own all the State Governments.

Take silent judicial notice of this fact, but never reveal it openly. Your Court is operating in an Admiralty Jurisdiction -- call it anything you want, but do not call it Admiralty."

Your defense in court is to say. Well, I never knew that I got involved with an international maritime contract, so I deny that such a contract exists. If this Court is taking jurisdiction in Admiralty, then place the contract in evidence, so that I might challenge the validity of the contract." They're impossible solution? They would have to place the national debt into evidence. They would have to admit that the international bankers own the whole nation, and that we are their slaves.

They will tell you to wait out in the hall.

You're WAY OUT OF THEIR SYSTEM.

Go slow and question everything, ask for facts and don't accept any opinions, these include the words law, statute, state, city, jurisdiction, license, constitution. Each one is an opinion and does NOT reflect reality or verifiable experience, ALWAYS ask them to tell you what it is FACTUALLY, don't let them off the hook because you think you understand or you think it is obvious. If it's obvious, then it can be demonstrated easily. I don't take a position unless it is using one they have already spewed forth.

Admiralty/Maritime Jurisdiction

This is civil jurisdiction of Compelled Performance which also has Criminal Penalties for not adhering to the letter of the contract, but this only applies to International Contracts. Now we can see what jurisdiction the seat belt laws

(and all traffic laws, building codes, ordinances, tax codes, etc) are under. Whenever there is a penalty for failure to perform (such as willful failure to file) that is Admiralty/Maritime Law and there must be a valid international contract in force.

However, the Courts don't want to admit that they are operating under Admiralty/Maritime [hereafter noted by A/M] Jurisdiction, so they took the international law or Law Merchant and adopted it into our codes. U.S.C. with 18 titles. This is what the Supreme Court decided in the Erie Railroad case -- that the decisions will be based on commercial law or business law and that it will have criminal penalties associated with it. Since they were instructed not to call it A/M Jurisdiction, they call it *Statutory Jurisdiction*.

<u>Statutory Jurisdiction</u> This word is used to designate the written law (AMASL) in contradistinction to the unwritten law (common Law). Foster v. Brown, 199 Ga. 444, 34 S.E.2d, 530 535.

(AMASL) Admiralty/Maritime administrative Statutory Law.

Private international law that governs vessels on the oceans.

No Court can have Admiralty/Maritime Jurisdiction over you unless you are a corporation and there is a valid international maritime contract that has been breached.

We are under a colorable Law. The word colorable means something that appears to be genuine, but is not.

We now have what is called Statutory Jurisdiction, which is not a genuine Admiralty jurisdiction. It is a colorable Admiralty Jurisdiction the judges **are enforcing** because we are using colorable money. Colorable Admiralty is now known as Statutory Jurisdiction.

The government set up a colorable law system to fit the colorable currency.

This system of law was codified as the Uniform Commercial Code, and has been adopted in every state. This is colorable law, and it is used in all the Courts.

I went around to the judge's office and he was just coming in through his back door. I said, Judge, by what authority do you overturn the standing decisions of the United States Supreme Court? You sat on the bench while I read that case law. Now how do you, a District Court Judge, have the authority to overturn decisions of the Supreme Court? He says, Oh, those were old decisions. I said, Those are standing decisions. They have never been overturned. I don't care how old they are; you have no right to overturn a standing decision of the US Supreme Court in a District Court.

Public Law v. Public Policy

He said, Name any decision of the Supreme Court after 1938 and I'll honor it, but all the decisions you read were prior to 1938, and I don't honor those decisions. I asked what happened in 1938. He said, Prior to 1938, the Supreme Court was dealing with Public Law; since 1938, the Supreme Court has dealt with Public Policy. The charge that Mr. S was being tried for is a **Public Policy Statute**, not Public Law, and those Supreme Court cases do not apply to the Public Policy. I asked him what happened in 1938. He said that he had already told me too much - he wasn't going to tell me any more.

1938 and the Erie Railroad

Living fully in one means that the people have full responsibility for their own actions protected by the <u>Bill of Rights</u> in its absolute and literal form. Here the federal government has no direct contact with the people whatsoever.

Living fully within the "other" means that the people have only the rights dictated as Congress' wishes in overseeing their civil rights, which are only relative to or in the "spirit" of the <u>Bill of Rights</u>. Here is where the federal government has full and direct contact with the people, as they see fit, **for the benefit of**

public policy regulations (known as codes & statutes) of this jurisdiction.

REMEDY AND RECOURSE.

Every system of civilized law must have two characteristics: Remedy and Recourse. Remedy is a way to get out from under the law. The Recourse is if you have been damaged under the law, you can recover your loss. It is important to remember when we go into a Court, that we are in a commercial, international jurisdiction: REMEDY: (Uniform Commercial Code 1-207.7) The making of a valid Reservation of Rights preserves whatever rights the person then possessed, and prevents the loss of such rights by application of concepts of waiver or estoppel.

When a waivable right or claim is involved, the failure to make a reservation thereof causes a loss of the right, and bars it's assertion at a later date. (Uniform Commercial Code 1-207.9) You have to make your claim known early.

The Sufficiency of the Reservation -- Any expression indicating an intention to reserve rights, is sufficient, such as without prejudice.

(Uniform Commercial Code 1-207.4) Whenever you sign any legal paper, that deals with the Federal Reserve Notes in any way, shape or manner -- under your signature write: authorized representative And all rights reserved **Without Prejudice Uniform Commercial Code 1-207.** This reserves your rights. You can show, at 1-207.4 that you have sufficiently reserved your

rights. That means: I reserve my right not to be compelled to perform under any contract or commercial agreement that I did not enter KNOWINGLY, VOLUNTARILY AND INTENTIONALLY. And furthermore, I do not accept that liability of the compelled benefit of any unrevealed contract or commercial agreement.

What is the compelled performance of an unrevealed commercial agreement? When you use Federal Reserve Notes instead of silver dollars... is it voluntary? No. There is no lawful money, so you have to use Federal Reserve Notes -- you have to accept the benefit. The government has given you the benefit to discharge your debts. How nice they are! But if you did not reserve your rights under 1-207.7, you are compelled to accept the benefit, and therefore obligated to obey every statue, ordinance, and regulation of the government, at all levels of government - federal, state and local.

<u>The Recourse</u>- appears in the Uniform Commercial Code at 1-103.6, which says: "The Code is complimentary to the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law."

. The Code recognizes the Common Law. If it did not, recognize the Common Law, the government would have had to admit that the US is bankrupt, and is completely owned by it's creditors. But it is not expedient to admit this, so the Code was written so as not to abolish the Common Law entirely. Therefore, if you have made a sufficient, timely, and explicit reservation of your rights at 1-207, you may then insist that the statutes be construed in harmony with the Common Law. If the charge is a traffic ticket, you may demand that the Court produce the injured person, who has filed a verified complaint. If, for example, you were charged with failure to buckle your seat belt, you may ask the Court who was injured as a result of your failure to buckle up. However, if the judge won't listen to you, and just moves ahead with the case, then you will want to read to him the last sentence of 1-103.6, which states: The Code cannot be read to preclude a Common Law action. Tell the Judge, Your honor, I can sue you under the Common Law, for violating my rights under the Uniform Commercial Code. I have a remedy, under the Uniform Commercial Code to reserve my rights under the Common Law. I have exercised the remedy, and now you must construe this statue in harmony with the Common Law. To be in harmony with the Common Law, you must come forth with the damaged party. If the judge insists on proceeding with the case, just act confused, and ask this question: Let me see if I understand, Your Honor: Has this Court made a legal determination that the Sections of 1-207 and 1-103 of the Uniform Commercial Code, which is the system of law you are operating under, are not valid law before this Court? Now the judge is in a jam! How can the

Court throw out one part of the Code and uphold another? If he answers, yes, then you say: I put this Court on notice, that I am appealing your legal determination. Of course, the higher Court will uphold the Code on appeal. The judge knows this, so once again you have boxed him into a corner.

You use questions that attack the underlying presumptions.

For example

- 1. is the state the land within certain borders? or
 - 2. a collection of people? or
 - 3. a corporation or an office or what?

A MAN could say,

"I conditionally accept your offer to stand with the understanding that I reserve all my rights without prejudice and waive none for any cause or reason."

Is Sean Mc Mahon here?

Me :I am the agent and authorized representative of the legal fiction known as Sean Mc Mahon

Judge: Can you please stand in the dock?

Me: I will on the condition that I can reserve my unalienable rights and that I do not grant your jurisdiction.

How about, "I waive all services provided by this court?"

Or, "I decline the offer of service?"

The nature of a remedy.

Ever since June 5, 1933, because of the bankruptcy of the UNITED STATES, when House Joint Resolution 192 was unanimously passed and becoming public policy instead of Public Law 73-10, all products of the industrial/economic system are of legal/lawful necessity pre-paid; ie e. everything must be "paid" for' by the government to preclude the charges of high treason against Congress, Secretary of Treasury, Board

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