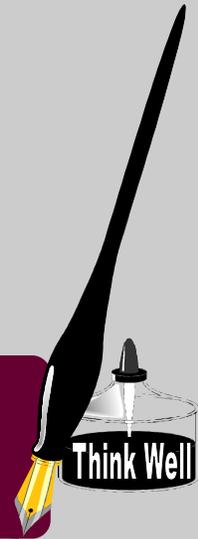


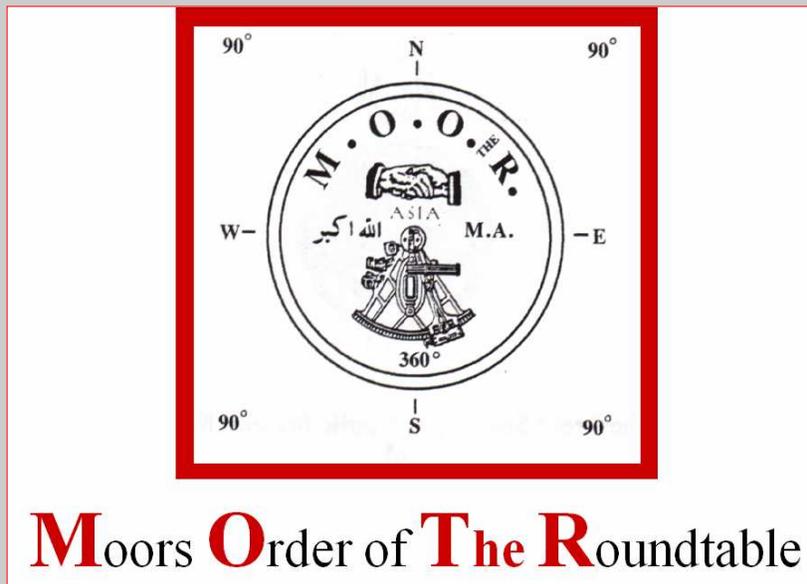
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**“How To Live Within Contracts”**  
(Understanding Their Essence and Nature)



**The Misrepresentation of U.C.C.'s**

By **Taj Tarik Bey** of the



**M**oors **O**rders of **T**he **R**oundtable

# How To Live Within Contracts

*By Taj Tarik Bey / Northwest Amexem*

**In our everyday life affairs**, and by way of most social and business activities, we are consciously and unconsciously being subjected by obligations originating from contracts. We are constantly making, constructing, and motivated by Contracts. Natural People are being bound by contracts, or held obligatorily liable or responsible to perform or produce, by way of some form of Contract, from time to time. And so we recognize that ‘Contracts’ may be social, personal, or national, etc. In many instances, the operative nature, and the obligatory enforcement of a Contract (real or assumed) may affect any one of us in one way or another. The effects of a specific contract may be positive or negative in character; and the outcomes and effects of the inter-relational ‘obligations’ (established due to these contracts) may be beneficial or injurious; positive, or negative. Therefore, we should all have a conscious knowledge and awareness of fundamental ‘Contract Law’ and know of the characteristics and conditions necessarily needed for determining their validity or invalidity. And so we extend these questions to the pertinent issues placed before you:

**What is a Contract?**

**What makes a Contract valid (binding and lawful)?**

**What makes a Contract invalid (void and unlawful)?**

Too often, the ‘nature’ and the required ‘essence’ of Contracts have not been properly taken into thoughtful consideration by many natural people. Furthermore, the lawful conditions that must exist for a contract to be deemed valid, (and the proper, legitimate construction of the same) have not been taught to the people by those corporate State agents or agencies (governments, schools, etc.). Many people (holding Seats of Authority) have ‘colorably’ abused the Natural People, and have economically benefited from enforcing invalid and void contracts, at the peril of the misinformed. These opportunists prey upon contractual ignorance, groomed among the masses; an ignorance which they have perpetrated for reasons of affecting Constructive Fraud, Theft, Arbitrary, Racketeering, Legal Abuses, personal gain, and for other deviant forms of Deception, Malfeasance, Misrepresentation, and Misprision.

**Some persons, selling Uniform Commercial Codes Instruments** (U.C.C.s), or presenting other jurisdictional arguments, (and made on behalf of the corporate States). There are those who have implied that the ‘natural people’ are deeply indebted to the corporate States because they have ‘Contracts’ that bind them to perpetual debt or servitude, etc. Some of those “allegedly” binding - contracts are, Marriage Certificates, Birth Certificates, Social Security Cards, and Driver’s Licenses, etc. I recognize that the ministerial judges, magistrates, prosecutors, policemen, and the like, have colorably assumed jurisdiction over the natural people, by way of such instruments. However I respectfully submit this caveat. If the implied debt lawfully exists, then the said ‘Contracts’ must be lawful in their construction and in their original presentment. They, too, must be produced as evidence of the alleged debt, and be measured by the laws that govern contracts!

**The unfortunate social and political reality** is that the corrupt politicians have undermined the ‘United States Republic’ of North America. They have been robbing the Natural Aboriginals of the Land, who have been subverted by organized political Racketeers. The operative Demogovernments of foreign-law have been violating and usurping the Constitution and trampling on the Unalienable Rights of the People. They are boldly functioning under a ‘Color-of-Authority’ through a foreign ‘Body Politic’ at all levels – Federal, State, City / Town, and Municipal governments, etc. The usurping ‘Body Politic’ (criminals / usurpers) blatantly refer to themselves as, ‘The U.S. De-

mocracy’, yet they are bound by Official Oath to support and defend the Constitution for the United States of America, which is (by law) a Republican Form of Government. The Constitution (and their Official Oaths) are Contracts. As for the alleged [Democracy] form of government claimed by some of them— one body politic is Constitutional, and the other is not! By what ‘Contractual validity’ measurements are these facts or rulings determined?

### LET US NOW TAKE A LOGISTICAL LOOK AT CONTRACTS.

**Contract** is derived from the Old Moorish Latin word, *contrahere* [con + trahere] and means to draw; to agree upon; to establish by agreement; to enter upon; and to undertake, mutually.

Contracts are essentially manifest written or oral agreements or covenants, that are mutually entered into by two or more parties; involving or bringing the said parties into conditional obligations which are enforceable by Law. Contracts may be classified in accord with the nature and elements that initiated their constructions, etc. A Contract is thusly a ‘*Promissory Note*’ or ‘*Covenant*’ made between the *identified* and *competent parties* that ‘*Creates*’ ‘*Modifies*’ or ‘*Destroys*’ a legal relation, upon sufficient and non-vague *considerations*, which demands of a party to the contract to do or perform, or not to do or perform, a particular thing.

**Upon the promise or obligations created by a Contract**, one side assents to the other. This is why a consciousness of the nature and essence of Contracts are necessary elements of everyday living, and demonstrative of why we all must be diligent in our social, personal and National affairs. Thus, we must be aware that a valid and lawful Contract must demonstrate the following:

### A VALID AND LAWFUL CONTRACT MUST MEET THE FOLLOWING CRITERIA:

- A.** A Contract must show, in its preliminary making and construction, the clear and ‘*Substantive Offer*’ made by one party, and demonstrate the ‘*Mutual Acceptance*’ affirmed by the other party.
- B.** A Contract must *be producible* (and exist in evidence) upon demand made by either party to the Contract, which, in itself, may be in question, dispute, or controversy.
- C.** A Contract must be produced in manifest writing, (*evidence*) and *contain the details* of the agreements, debts, or promises, with all the terms, the obligations, and the conditions, which clearly show and serve as proof that a valid and enforceable obligation, promise, or debt, exists.
- D.** A Contract must be a deliberate and *conscious agreement* made between *competent parties*.
- E.** A ‘party’ to a contract cannot be a *minor*.
- F.** A Contract must be entered into by ‘*free-will*’.
- G.** A Contract must not be created under *threat, duress, or coercion*, lest it be void in law.
- H.** A Contract must be *substantive* and germane to the *subject matter*.
- I.** A Contract must be of *legal consideration*. It cannot be based on an unlawful consideration.
- J.** A Contract must possess ‘*Mutuality of Agreement*’, and ‘*Mutuality of Obligation*’.
- K.** A Contract must not be *vague, unclear, uncertain*, nor can it contain terms or conditions that *are not ascertainable*.
- L.** A Contract must show *valid signatures of the parties* to the Contract instrument, in order to verify its validity in law.

**Note:** If a Contract *fails to satisfy* the laws that govern its making or construction, then any such Contract is void *Ab Initio*, and is considered “*dead in the view of the Law*”.

We also want you to become familiar with the some of the varied forms of Contracts, so that we can work towards being more aware and astute in our social and political affairs. Research these during your Culture, Law, and History Classes.

1. Certain and Hazardous Contracts.
2. Communicative and Independent Contracts.
3. Expressed and Implied Contracts.
4. Mutual Interest and Mixed Contracts.
5. Fair and Reasonable Contracts.
6. Constructive Contracts.
7. Consensual and Real Contracts.
8. Conditional Contracts.
9. Divisible and Indivisible Contracts.
10. Executed and Executory Contracts.
11. Gratuitous and Onerous Contracts.
12. Joint and Several Contracts.
13. A Pre-Contract.
14. A Parol Contract.
15. A Personal Contract.
16. A Principal and Accessory Contract.
17. A Sub-Contract.
18. A Special Contract.
19. Quasi Contracts.
20. Record, Simple, and Specialty Contracts
21. Unconscionable Contracts.
22. Unilateral and Bilateral Contracts.
23. Usurious Contracts.
24. Written Contracts.
25. A Contract of Sale.

Remember to never accept legal instruments from the corporate States without cross—checking their presentments. Remember that (for the most part) they are operative Feudalists, feigning as legitimate Constitutional Governments. Their Color-of-Law activities have already proven them unworthy of trust or honor. Therefore, when dealing with the corporate State employees and quasi-government, pseudo-officers, always measure their actions by Constitution Principles. Protect yourselves from their bureaucratic and institutionalized ‘Fraud’ whenever possible. So what is Fraud?

Fraud is an intentional perversion of truth for the purpose of inducing another, in reliance upon it, to part with some valuable thing belonging to him or to surrender a legal right. It is a false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. *Brainerd Dispatch Newspaper Co. v. Crow Wing County, 196 Minn. 194, 264 N.W. 779, 780.* Fraud is any kind of artifice employed by one person to deceive another. *Goldstein v. Equitable Life Assur. Soc. Of U.S., 160 Misc. 364, 289 N.Y.S. 1064, 1067.* Fraud is a generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated. *Johnson v. McDonald, 170 Okl. 117, 39 P.2d 150.* “Bad faith” and “fraud” are synonymous, and also synonyms of dishonesty, infidelity, faithlessness, perfidy, unfairness, etc. *Joiner v. Joiner, Tex.Civ.App., 87 S.W. 2d 903, 914, 915.*

### **Administrative Law and Administrative Law Judges**

Administrative Law is that body of laws created by administrative agencies in the form of rules, regulations, orders and decisions. Administrative Law Judges are “Hearing Officers” or “Hearing Examiners”, established by the Administrative Procedure Act 556. These are Officers who preside over administrative hearings, with power to administer Oaths, to take testimony, to rule on questions of evidence, and to make agency determinations of fact. Politically, and as used in Constitutional Law, Administrative Officers are of the Executive Department of Government , and generally one of inferior rank; and legally, a ministerial or executive officer, as distinguished from a Judicial Officer.

On the other hand, a Judicial Officer is a Judge or Magistrate. This fiduciary title and position applies generally to any officer of the court, but in a stricter legal sense, this position applies only to an officer who possesses the authority to determine causes between parties, or who renders decisions in a legitimate judicial capacity, having the vested powers to decide causes or to exercise powers appropriate to the court. There is a clear distinction in law between Administrative Officers and true, and authorized Judicial Officers (Judges).

- **“When acting to enforce a statute and its subsequent amendments to the present date,** the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts in administering or enforcing statutes do not act judicially, but merely ministerially”.  
*Thompson v. Smith, 154 SE 583.*
- **“A judge ceases to sit as a judicial officer** because the governing principle of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments, and rationale for that of the agency. Additionally, courts are prohibited from substituting their judgment for that of the agency. Courts in administrative issues are prohibited from even listening to or hearing arguments, presentation, or rationale”. *ASIS v. US, 568 F2d 284.*
- **“Ministerial officers are incompetent to receive grants of judicial power** from the legislature, their acts in attempting to exercise such powers are necessarily nullities”.  
*Burns v. Sup., Ct., SF, 140 Cal. 1.*
- **The elementary doctrine that the constitutionality of a legislative act is open to attack** only by persons whose rights are affected thereby, applies to statute relating to administrative agencies, the validity of which may not be called into question in the absence of a showing of substantial harm, actual or impending, to a legally protected interest directly resulting from the enforcement of the statute." *Board of Trade v. Olson, 262 US 1; 29 ALR 2d 105.*

**Jurisdiction is the power conferred by the Constitution or by Law.** The courts charged with adjudicating matters stemming from violations of these administrative statutes, rules and regulations, lack ‘Jurisdiction in Personam’ over sovereign Moorish -American men and women. The federal and corporate state courts are aware of this "want of jurisdiction" However, they will not freely admit to their lack of authority, or to their lack of ethics and integrity. This goes to the pit and inner—most recesses of ‘Judicial Corruption’ and Racketeering in North America. It is essential that you have a clear understanding of the fact that ‘Jurisdiction in Personam’ must be challenged, or the court will arbitrarily ‘presume’ or ‘assume’ jurisdiction over your *person* and may, thereafter, prosecute the ‘matter’ against you, to your legal, economic, and / or bodily injury or abridgement. Furthermore, there are many ways for you to ‘waive jurisdiction’ and permit the court to proceed. Know that they are always seeking ways and methods of fooling you, or intimidating you into allowing them to claim jurisdiction. You must be forever diligent and never waive any of your Unalienable Rights, or Constitutionally—secured Rights, regardless of the appearance of a convenience of doing so. You have no legal nor moral responsibility to waive your Rights merely for the ‘colorable’ convenience of the courts. Always remember that the court system is ‘supposed’ to be long and tedious; as ‘*due process*’ is supposed to be difficult for the Judicators and the Courts to overcome. Do not ever (under any circumstances) make it easier for the Government, the Judicators, or the Courts to persecute you. Always take into consideration, the Constitution and the Ten (10) Amendments which comprise the ‘Bill of Rights’. Make challenging the Jurisdiction of the Courts one of the best and entrenched among the ‘*good habits*’ that you never try or intend to break.

**1. Jurisdiction in Personum** refers to Jurisdiction over the ‘Person’ and involves the power to subject a person or parties in a particular case to decisions and rulings made in such a case. It is one (1) of

‘three (3) kinds. Jurisdiction is the power of him who has the right of judging; and involves the authority, the capacity, and the power or the right to act. Jurisdiction also relates to the Judicators and the Courts (Judges, Magistrates, etc.) and exists when the Court has cognizance of the class of cases involved; when the proper parties are present; and when the point to be decided is within the issues. The *burden* of proving Jurisdiction ‘*for the record*’ remains, at all times, upon the Judicators and the Court, upon a *challenge* made by the ‘*alleged*’ Accused or Defendant.

**2. Jurisdiction of Subject Matter** refers to Jurisdiction of a particular class of cases in Law; and of the attending *subject matter* relative to the class to which the case belongs.

**3. Jurisdiction to render particular judgment which was given.** *The capacity of the Judge to have the power to render decisions.*

**Consider and study the following types of Jurisdiction:**

“Appellate Jurisdiction” “Concurrent Jurisdiction” “Contentious Jurisdiction” “Co-Ordinate Jurisdiction” “Criminal Jurisdiction” “Excess of Jurisdiction” “Exclusive Jurisdiction” “Foreign Jurisdiction” “General Jurisdiction” “Limited Jurisdiction” “Pendent Jurisdiction” “Probate Jurisdiction” “Special Jurisdiction” “Summery Jurisdiction” “Territorial Jurisdiction” and “Voluntary Jurisdiction”.

A ‘Contract’ founded on a base consideration, or against good morals is null. Base, in law, means that which is low, inferior, foul, servile, of a subordinate degree or nature; impure and adulterated or alloyed. Null is a term in Law which means, “Naught” and being of no validity or effect in law. Null is usually conjoined with the word “void”: as ‘Null and Void’. In the law that governs ‘Contracts’ or ‘Statutes’, ‘Null and Void’ is used, applied, ruled, or recognized to establish, declare, or proclaim that such an low, inferior, foul, servile, or base Claim, Claimant, Judgment, Summons, Ticket, Bill of Exchange, or that any other Contractual Instrument, (befitting to the nature of the foresaid descriptions) are dead in law, colored, fraud, non-binding, unclean, and having no legal force or effect! Keep this concept of right—law civic knowledge in mind whenever someone says to you,

*“You’ve got a lot of ‘Contracts’ out there! You are bound by them unless you make new contracts and file them with the State in order to dissolve or destroy these ‘Contracts’ because they give ‘Jurisdiction’ over you to the corporate States and / or to their quasi-government agencies, employees, and contractors, who are seeking to cause you to be bound by some veiled ‘straw-man’ debt, and are thereby authorized by such assumed jurisdiction, to have lawful right to cause you a legal tort, imprisonment, or injury”.*

Any Officers of the Courts, or Persons, or Employees, or Entities, exercising any Authority whatever, in the United States, or in any of the several States, or holds any office of public trust under them, or under any one of them, shall be bound by Oath or Affirmation to support the Constitution For The United States. All officers of the courts, and all Executive, Legislative, or Judicial officers, or any persons, personnel, employees, contractors, associates, agencies, or any others, who function or operate under their Authority or employ, shall be bound by that same Supreme Law of the Land (Constitution).

The **Constitution** For The United States is the ‘**Supreme Contract**’ by which the **Judges, and all other officers of the courts are bound**. They must be ever cognizant of their ‘**Fiduciary Duties**’, and never violate, supercede, or abridge their *limited, delegated Authorities*; and, with the ‘**Constitution Contract**’ ever present in the exercising of their offices, always hold true, themselves, and their offices, to the high standards of *integrity* and *ethical behavior*, as sworn to or affirmed by them, by solemn Oath, and as befits the public trust vested in them.

**Any Authority exercised by, or any decisions made by, any Judge**, or any officers of any courts, under the *Authority* of the *United States Republic*, or claiming to be a party in any controversy to which the United States, or to which any of the several States, in union with the United States, is a party, *are bound by Official Oath*, as per **Article VI** of the **Constitution**. Any Judge, or any other officers of the courts, who uses or exercises any Authority, not vested in them, or who uses or exercises any Authority not vested in the offices held by them, are acting under a **Color-of-Law**; and are exercising a **Color-of-Authority**, which is a violation of the public trust. In such cases of violations of the public trust, that said Judge, or any of the said officers of the courts, or any employees or personnel functioning under them, are perpetrating a *supreme active and constructive fraud* upon the people of the United States, and are in enmity to the Constitution. They shall be deemed **void of Authority**, and are criminals, by being a party in such un-constitutional acts. They are then, acting upon their own personal or foreign interests, and with non-authoritative intent; and are guilty of acting under a **Color-of-Office**. Any Judges or officers of the courts, who act upon **decisions** or **orders** issued by any such violating Judges, officers, persons, agencies, or entities, in association with them, are in **conspiracy** with them. And the **principle** of the said conspiracy is a guilty party, and the **agents** to the **principle actors** are also guilty, and held as **participants in collusion** with them.

**Contractual instruments and Warrants, or Orders** issued from violators of the Constitution, and any **Actions** enforced, or entered into, or acted upon, by way of these unlawful instruments (contracts) shall never be valid or lawful. In the laws that govern contracts, **there cannot exist base considerations**. For if in any instance, the foresaid base considerations exists, or can be demonstrated, then that contract remains unlawful and non-binding from its inception and from its beginning. It is as if it never existed. The obligations implied by, or debts commanded by, any unclean or alloyed contract, or any **'Power of Authority'** or **'Power of Attorney'** assumed by anyone upon such an instrument, is a severe penal violation, and is unclean and foul and **Null**. All claims of Jurisdiction, or Contracts issued under the assumed powers of Jurisdiction, are subject to the Laws governing Contracts; and are subject to the remedies put in place by law to punish such persons who engage in such **'colorable'** activities.

**Research United States Codes of Law that relate to such colorable violations, such as:**

**Title 18, Part I, Chapter 13 §241 of United States Code of Law:**

*If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or*

*If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—*

*They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.*

**Title 18, Part I, Chapter 13 §242 of United States Code of Law:**

*Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, then are prescribed for the punishment of citizens, shall be fined under this title or*

*imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years or for life, or both, or may be sentenced to death.*

**Therefore**, in preservation of the Rights of the People, and in support of their Unalienable Rights, and affirming their Constitution—secured Rights, we present this small literary script. The Natural People have and possess, by Nature’s Laws, the rights to be secure in their persons, and in their property or papers, etc. **Government exists for one purpose and cause only; and that is to secure such rights.** The people have the right to not be abused by, or deceived in, the courts of the United States. The people are not to be bound by, nor to be held subject to, colorable, or ‘Null’ Contracts; nor wrongfully adjudicated in, nor ruled over, by mere *ministerial officers*, pretending to possess *judicial authority*.

**When the natural people are abused by, or summoned into court** by, any non-Article III court administrators, know that such persons are acting by a *Color-of-Authority*. Always think SUIT! SUIT! SUIT! Measure Judges, and all court officers by the limited authority vested in them. Measure and judge all Contracts by Constitutional principles, and analyze them by the contract qualification laws that govern such instruments. Always hold the corporate State parties (court officers) to the high moral standards, as prescribed for them by the sworn or affirmed Oaths taken by them. And in accordance with the Constitutional obligations taken by the Oath Bound Officers of the Courts, consider that when any Administrative officer, (claiming to be a Judge) imposes himself into jurisdictional venues or matters wherein he possess no lawful judicial powers, and thus, lacks Jurisdiction, then Demand a Dismissal of the Case. There are no lawful *pleas* to be made before such a non-sanctioned and unlawful court, nor are there any *lawful pleas* to be made before the unlawful officers of that court! Such an act constitutes a waiver of Jurisdiction, which cannot be lawfully done or claimed by ether party. This unwarranted condition presents, in law, a circumstance wherein a most *vile criminal* is presiding (as judge) over an ‘alleged’, accused or implied criminal, who has not yet been found guilty impartially, or (by a jury of his or her own peers). There are no greater crimes crafted against humanity, than that of inferior, and non-judicial officers in government who have no honor or integrity, who lack Jurisdiction, and who willfully exercise such powers, vested in any of the offices of public trust, (not resting with them) and using such powers against the interests of, and to the injury of, the people.

**The natural people possess, by Divine Law and by Nature’s Laws**, the Rights to life and to living. Living means, “having life, and being active and functioning—exhibiting the life or motion of nature, and having the means of subsistence; related to livelihood. This is a basic right, and is protected and preserved in any civilized society. Constitutions are ancient in their character and existence. They are in place to secure the basic human rights of people from the evil and vile machinations of the uncivilized beings who tend to corrupt society.

**The Scholar or Neophyte is encouraged to do an expanded study and review of these conditions of Jurisdiction. You must also study the forms or types of Contracts in order to gain further clarification on the specific character, the nature, and the relative elements of Jurisdiction and of Contracts.**

**“Moors Order Of The Roundtable” History, Law, Science, and Culture Class  
Moorish Nation, Northwest Amexem / Northwest Africa / North America**