

On contracts...

(VOID where prohibited by law.)

It is sufficiently well established that THE STATE OF TEXAS is a corporation, and further, that the [her] COUNTY OF TRAVIS is a *department* of that corporation.

"Governments are corporations." Clearly put forth in Penhallow v. Doane's Administrators 3 Dall 55; and Clearfield Trust Co. v. U.S. (1943) 318 US 363. Briefly revisiting *Clearfield Trust Co. v. United States*, the U.S. Supreme Court stated; "Governments descend to the level of a mere private corporation and takes on the character of a mere private citizen (where private corporate commercial paper (Federal Reserve Notes) & securities) are concerned]". . . "For purposes of suit, such corporations and individuals are regarded as an entity ENTIRELY separate from government" -

Therefore, if the corporation known as [the] STATE OF TEXAS, through its [her] corporate agent, known as the COUNTY OF TRAVIS, intends to compel Me to a specific performance as in the matter in question, then this corporation, like any private corporation or mere private citizen, must be the holder in due course of a contract or other commercial agreement signed by Myself requiring this specific performance, and furthermore, THE STATE OF TEXAS must be willing to enter this signed agreement into evidence in court before attempting to enforce its demands in court.

A lawful contract* consisting of these six elements:

1. Offer by a person qualified to make the contract.
2. Acceptance by party qualified to make and accept the contract.
3. Bargain or agreement and full disclosure and complete understanding by both parties.
4. Consideration given. (Conscionable)
5. Must have the element of time to make the contract lawful.
6. Both parties must be sui juris; that is, of lawful age, usually 21 years old.

**Contracts*, by John Calamari and Joseph Perillo, West Publishing Company, St. Paul, Minnesota 55 1 02

This same sentiment is put forth is the Texas Business & Commerce Code Uniform Commercial Code (UCC) at section 3.501, where it states at section, "(b)(2) **Upon demand of the person to whom presentment is made, the person making presentment shall (A) exhibit the instrument...**

And further, in United States v. Burr, 309 U.S. 242, the Court stated, in part:

'When governments enter the world of commerce, they are subject to the same burdens as any private firm or corporation.'

The use of private commercial paper [debt currency or Federal Reserve Notes] removes the sovereignty status of the government of *We the People*, and reduces it to an "entity" rather than a government in the area of finance and commerce. As with any corporation or legal person, this "entity" cannot compel performance upon its corporate statutes or corporation rules [think 13th amendment] unless it, like any other corporation or person, is the holder-in-due-course of some contract or commercial agreement between it, and the one upon whom demands for performance are made, and is willing to produce said document and place the same into evidence before trying to enforce its demands.

If the Municipal Corporate STATE OF TEXAS is the holder in due course of a contract between itself and the alleged "JOHN HENRY DOE" that requires the specific performance please supply a copy of the document signed by a proper officer of THE STATE OF TEXAS for My examination and for entry into the record. If, on the other hand, the Municipal Corporate STATE OF TEXAS does not have a contract or commercial agreement between itself and the alleged "JOHN HENRY DOE", then the demands made are fraudulent and the action should be abated.

So important was the section on contractual or commercial agreement that a wording change was implemented in the UCC, supra, that makes it clear, in Sec. 3-401:1 [Official Code Comment.], **No one is liable on an instrument unless and until he has signed it.**

No one can be compelled to specific performance by any implied contract. In the Uniform Commercial Code there are no *implied contracts* permitted, and if properly and timely challenged by a defendant, every court or tribunal is obliged to rule in the defendant's favor or it is reversible error.

Is there any objection to what I just said?

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