

## APPENDIX D

# WHAT IS A CONTRACT

From *Fruit from a Poisonous Tree* by attorney Melvin Stamper, JD<sup>1</sup>

"Contract law is above the Constitution and under the jurisdiction of Equity/Admiralty courts, so the governments began to contract with everyone." (pg 74)

From *The Great American Adventure* by Judge Dale, retired<sup>2</sup>

"Everything in America is about CONTRACTS and it is our burden as Americans to make government perform honorably, to be specific and to prohibit them from changing the meaning of common words, which is referred to in their circle of friends as: 'legalese!'" (pg 11)

You cannot depend upon the courts to protect what *you think* are your rights, as long as you have signed contracts that *supersede* those "rights." So unless you understand the basics of contracts, you won't know how to protect your inalienable rights. While the BAR has made contract law very convoluted and complex, the basics remain inviolable.

## CONTRACTS

Definition of "contract" (*noun*) - An enforceable agreement. It depends for its validity on six conditions:

1. **Mutual assent - offer and acceptance**
2. **Legal consideration**
3. **Legal capacity for contracting**
4. **Absence of fraud or duress**
5. **Not in violation of law (in theory can't lawfully contract to murder, steal, damage property, trespass, sell into slavery)**
6. **Must be realistic and attainable**

### 1 – Mutual Assent

- a) Requires a meeting of the minds
- b) Obligation of good faith (U.C.C. 1-203)  
Every contract or duty within this Act imposes an obligation of good faith in its performance or enforcement.
- c) Requires full disclosure  
There can be no *meeting of the minds* unless the matter has been discussed; therefore, *full disclosure* of all terms and conditions is an absolute requirement for this condition. This is why contracts are called "*agreements*" Parties cannot *agree to agree* on terms that are not disclosed nor discussed. This would be a form of collusion and would violate the obligation of good faith.
- d) Requires a voluntary signature

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<sup>1</sup> *Fruit From a Poisonous Tree* by Melvin Stamper, JD is available at Amazon.com and Barnes and Noble

<sup>2</sup> *The Great American Adventure - Second Edition* is available as a free download on the AntiCorruption Society.com web site

Your signature on a contract signifies your assent (agreement) to the terms and conditions. Courts have maintained that "Any sane person understands and concurs with the content of any instrument bearing his voluntary signature."

- e) Cannot bind non-signatories  
Signatories on a contract cannot bind non-signatories to the terms and conditions of a contract unless they hold a signed agreement to do so - often referred to as the 'power of attorney'.
- f) Cannot be unilaterally altered  
Once a contract is signed, any material adverse unilateral alteration of the contract may result in cancellation of the contract as the mutual assent criteria would no longer exist.

## **2 – Legal Consideration**

Lawful contracts need to contain some form of monetary exchange or assurance. An agreement is legally enforceable only when each of the parties gives something and gets something. That something given or obtained is the price for the promise. It should be noted however that 'consideration' may be an act (doing something) or forbearance (not doing something) or a promise to do or not to do something. It may be past, present or future.

## **3 – Legal Capacity**

Signatories must meet legal qualification and be at least 18 years of age, considered sane, and not under the undue influence of drugs or alcohol.

## **4 – Absence of fraud or duress**

Contracts are not enforceable if they were signed using coercion, misrepresentation or fraud, as any of these would negate the mutual assent required to create an enforceable agreement in the first place.

Any claim of 'implied consent' to terms that were not disclosed can be viewed as misrepresentation.

However, adhesion contracts are commonplace in our world today.

Adhesion contract is a standardized contract/form offered in exchange for goods and/or services on essentially a "take it or leave it" basis. A distinctive feature of adhesion contract is that weaker party has no realistic choice as to its terms.

Wheeler v. St. Joseph Hospital, Cal.App., 63 Cal.App.3d 345 Standard Oil of Calif. B. Perkins, C.A.Or., 347 F.2d 379, 383.

Lechmere Tire and Sales Co. v. Burwick, 360 Mass. 713, 720, 721 277 N.E.2d 503 (emphasis added)

Unconscionable adhesion contract is a contract the terms of which are excessively unreasonable, overreaching and one-sided. One which no sensible man not under delusion, duress, or in distress would make, and such as no honest and fair man would accept. Franklin Fire Ins. Co. v Noll, 115 Ind. App. 289, 58 N.E.2d 947,949,950

Unconscionable adhesion contracts are not enforceable as most represent coercion or undue influence. If being coerced into signing an adhesion contract it is wise to write "under duress" or "all rights preserved" above your name. Another strategy is to preface your signature with an ellipsis (three dots signifying the absence of words or conditions)

## **5 – Does not violate the Common Law**

Can't contract to murder, steal, damage property, trespass, sell into slavery

## 6 – Must Be Realistic or Attainable

Legal Maxim: *Impossibillium nulla obligatio est*. In other words, there is no obligation to do impossible things.

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### Vacating the Contract

If these six conditions are not met, there are legal grounds for vacating or rescinding the contract.

For example, if the mutual assent criterion was not met, the contract is not an enforceable agreement. From Judge Dale, retired:

"The corporate government's subversive tactics perverts "mutuality" [#1 - mutual assent] meaning that all registrants must understand the true nature and intent of the contract and subsequently must knowingly accept or consent to the terms and conditions of the contract. The absence of "mutuality" lawfully eliminates any and all contractual relationships, as historically established by the International Law of Contracts a/k/a Uniform Commercial Code."<sup>3</sup>

Another lawful reason for vacating a contract is if you become aware that you have made a mistake. Generally the mistake has to have been made as a result of misrepresentation of the facts. Misrepresentation is a false statement about a material fact relied on by a party to the contract. In the case of a misrepresentation, the injured party may rescind the contract.

The rescission of a contract must be done in writing and signed via a certified signature - (notarized or witnessed) - and presented by certified mail to the contracting party noting "Notice to agent is notice to principal - Notice to principal is notice to agent"

### NOTE

Attorney Melvin Stamper explained who subverted our legal system and when it was done in his book *Fruit from a Poisonous Tree*:

"The scheme also provided for the control of the courts via the 1913 creation of the American Bar Association, whose parent organization was the European International Bar Association, which was the creation of Rothschild. This allowed the International Bankers to control the practice of law, in that the only ones permitted to practice before the courts were those who were educated under their brand of law, which was only Admiralty and Contract law." (pg 58)

It is important to note that the Rothschild's were behind the creation of the Federal Reserve Act and its passage in 1913 which unlawfully turned control of the country's monetary system and currency over to these same International Bankers.

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<sup>3</sup> From Judge Dale's *The Great American Adventure* (pg 98) available at [AntiCorruptionSociety.com](http://AntiCorruptionSociety.com)

## Checklist for evaluating the validity of a contract

1. Mutual Assent

Meeting of the minds

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Obligation of good faith

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Full disclosure

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Voluntary signature

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Cannot bind non-signatories

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Cannot be unilaterally altered

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2. Legal consideration

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3. Legal capacity

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4. Absence of misrepresentation, fraud or duress

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5. Cannot violate common law

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6. Is realistic or attainable

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