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Dear Mr. May:

I was intrigued to see that you have retained an interest in my Letter to Armen Condo, even if that Letter was intended to be the isolated private correspondence between two people. After receiving numerous inquiries about that Letter, I have been quite surprised at the extent to which that Letter has been so widely disseminated. At the time I wrote it, I was under the assumption that most folks already knew of the underlying evidentiary Commercial contract factual settings that Title 26, Section 7203 *Willful Failure to File* prosecutions are built on top of.

In your Letter you state that you have some questions about the bank account contract as being the exclusive Equity instrument that initiates the attachment of liability for the positive administrative mandates of Title 26.

Please be advised that your reservations are well founded and quite accurate, that is, if you did read such an element of exclusivity out of the Letter. The reason why your reservations are accurate is because I did not mean to state or infer any such thing; however, that is not the problem here. Armen Condo's bank accounts were sitting in front of the Judge during his arraignment and all pre-Trial hearings, and those Commercial contracts are more than strong enough to warrant incarceration on mere default therein. Since the nature of bank accounts involves the evidentiary presence of written admissions, together with the acceptance of Federal Commercial benefits therefrom, the presence of reciprocity expectations contained therein,^[1] and other factors, bank account instruments are *conclusive evidence* of Taxpayer Status by virtue of participation in the closed private domain of *Interstate Commerce*. And by these *conclusive*

evidence fellows entering into the Armen Condo factual setting the way they did, those bank accounts were the only evidentiary items that I talked about.[2]

The other "evidence" the local situ United States Attorney presented to the Jury was distraction evidence for public and Jury consumption purposes only, and means absolutely nothing to appellate forums (for purposes of ascertaining Taxpayer Status). Bank accounts are the highest and best evidence "Cards" the King has to deal with, even better than old 1040's, and so that bank account evidence should be the very first slice of evidence to go when an Individual has concluded within himself that a change in Status is now desired.[3]

Like Irwin Schiff here in late 1985, Armen Condo's reluctance in 1984 to get rid of his bank accounts forecloses a teachable state of mind one must have to understand multiple other invisible contracts that our King is dealing with, and that are more difficult to discern and appreciate the significance of. So if a *person*, seeking a shift in relational Status to *individual*, is unwilling to first get rid of his bank accounts, then talking to him about anything else is an improvident waste of time. [4]

That Letter was intended to be the private correspondence between two persons, or so I thought. Since no further dissemination of the Letter was expected, no detailed explanation of the factual setting otherwise relevant to the subject matter content of the Letter was made, nor was any detailed discussion of other limiting factors or peripheral elements of jural influence made. Both parties already knew key elements of the factual setting that gave rise to the Letter, and the subject matter I addressed was intended to be a narrow one, talking about bank accounts only as a point of beginning. For that reason, now the expansive factual application of that Letter to mean that a Person's contractual relationship with a Federally regulated financial institution was exclusively the only acceptable *Prima Facie* Evidence [5] -- or even *Conclusive*

Evidence -- of that Person's entry into the juristic highways of Interstate Commerce, is an erroneous and overly enlarged interpretation, and falls outside the contours of the two narrow questions that I thought I had addressed in that Letter:

1. What right does the King have to criminalize a conversation two people have, just because the content discussed in that conversation does not meet with the King's approval? (Relating to Mr. Condo's civilly denominated prosecution where the United States sought a Restraining Order silencing his YHPA ["Your Heritage Protection Association"]);

2. What rights does the King have to incarcerate a Person for a mere circumstantial omission that is in want of both a *mens rea*[6] and a *corpus delecti*...[7] the criminalization of a non-event that never happened? (Relating to Mr. Condo's 7203 *Willful Failure to File* prosecution).

You have me in such a position, Mr. May, that writing this response to you makes me feel like I am the United States Supreme Court, reaffirming a prior Opinion, yet turning around and writing voluminous explanative text discussing the implications to a slight twist to the factual setting. [8]

The narrow answers explaining why Mr. Condo was just plain wrong in both of those questions were discussed in that letter -- because in both questions, the United States had written Commercial contracts Armen Condo had entered into wherein Mr. Condo agreed not to disseminate any erroneous tax information, and additionally, where Mr. Condo agreed not to withhold or fail to file any information the Secretary of Treasury deemed necessary to determine Mr. Condo's Excise Tax Liability (with the amount of tax being measured by net taxable income). Those contracts the United States was operating on were Mr. Condo's bank accounts.

Furthermore, to aggravate the just plain "wrongness" of Mr. Condo's position, those contracts were entered into by Mr. Condo in the circumstantial context of Mr. Condo's attempting to experience monetary profit or gain through the operation of those contracts. In other words, there had been an exchange of financial Consideration (benefits) involved, and in Contract Law, the exchange of valuable Consideration (benefits) is of particular significance.[[9](#)]

This Consideration requirement is a correct *Principle of Nature*, [[10](#)] because it is immoral and unethical to hold a contract against a Person under circumstances in which that Person never received any benefits from out of it. [[11](#)]

It has to be this way, otherwise the Judicature of the United States would be working a Tort (damage) on someone else. So simply giving the other party some up front Consideration, which is generally \$10 in cash, separately and in addition to any other benefit the contract may call for, will vitiate and deflect any attack against the future enforcement of that contract on the grounds the other party never experienced any benefit from it (the attack is called *Failure of Consideration*). [[12](#)]

This Consideration [meaning some practical benefit being exchanged or some operation of Nature taking place] can also originate from third persons not a party to the contract. [[13](#)]

The word *Consideration* has so many different meanings that anyone trying to use the word instructionally finds themselves starting over from scratch in the presentation of a definition. [[14](#)]

Under some circumstances, successive Promises cascading down from existing contracts can be deemed to be good and valuable Consideration. [[15](#)] Harnessing the element of *fraud* to inure to your benefit is powerful stuff in that it vitiates contracts whenever it makes an appearance in a factual setting predicated upon contract; [[16](#)] and

likewise, when contracts are up for review and judgment, the element of *Consideration* is also so important that the mere absence of it nullifies the judicial enforceability of any factual setting alleging the existence of contractual liabilities. As the *presence* of fraud vitiates contracts, so in a similar manner does the *absence* of *Consideration* nullify contracts.[[17](#)]

In general terms, both American Jurisprudence and Nature that it is modeled after are divided into actions that fall generally under Tort Law and Contract Law.[[18](#)]

Numerous references will be made throughout this Letter to the two great divisions in American Jurisprudence: *Tort Law* and *Contract Law*. Very simply, Contract Law applies to govern a settlement of a grievance whenever a contract is in effect. This means that only certain types of very narrow arguments are allowed to be plead in Contract Law grievances, since only the content of the contract is of any relevance in the grievance settlement. The reason why statutes are sometimes brought into a Contract Law judgment setting, statutes that do not appear anywhere within the body proper of the contract, is because the contract was written under the supervisory Commerce Jurisdiction of the State, and that therefore those statutes form a superseding part of the contract.[[19](#)]

There are many subdivisions within Contract Law, such as Securities Law, Estate Inheritance, Quasi-Contract,[[20](#)] Statutory Contract, Taxes, Copyright and Trademark Infringement Law, Commercial Business Practice under either the Law Merchant or the Uniform Commercial Code, Insurance, Admiralty and Maritime Contracts, etc. Operating a business under a regulated statutory juristic environment is very much a contract, since a numerous array of Government benefits are being accepted by Game players in Commerce, as I will discuss later.

And in contrast to that, we have Tort Law. Think of Tort Law as being a Judgment Law to settle grievances between persons where there are damages, but without any contract

in effect between the parties.[[21](#)]

A good contrasting way to define a Tort is by enumerating on the things that it is not: It is not a breach of contract. Included under the heading of Torts are such miscellaneous civil wrongs, ranging from simple and direct interferences against a person like assault, battery, and false imprisonment; or with some property rights, like trespass or conversion; and various forms of negligence are Torts ("judge, the defendant was negligent in maintaining his parking lot by not fixing a dangerous and obscure crevice that was in it") -- but the final definition is a simple one: Any wrong that has been worked by someone, where there is no contract in effect, falls under Tort Law when the damaged person brings the grievance into Court and tries to seek a judicial remedy.
[[22](#)]

Such an easy concept to understand as that, with parallel easy to understand rules and judgment reasoning -- and lawyers are actually baffled by it.[[23](#)] Similarly, orthodox medical doctors here in the United States are also blind, by replicating the advisory suggestions of drug companies pursuing Commercial Enrichment, to exclude the identification of simple nourishment deficiency as the true seminal point of mammalian disease origin. Against that sad background (of professionals not even knowing their own profession),[[24](#)] the actual identification of Tort Law as an actual branch of the Majestic Oak is a relatively recent recognition by American lawyers. Up until about 1859, Tort Law was not understood as a separate and distinct branch of Law.[[25](#)]

The first treatise in *English on Torts* was published in 1859 by Francis Hilliard of Cambridge, Massachusetts, who was followed a year later by an English author named Addison.[[26](#)]

Even as late as 1871, the leading American legal periodical remarked that:

"We are inclined to think that Torts is not a

proper subject for a law book." [27]

In 1853, when Mr. Joel Bishop proposed to write a book on the Law of Torts, he was assured then by all publishers he surveyed that there was no such call for such a work on that subject. [28]

Yet, the distinction in effect between Tort Law and Contract Law was in effect during the Roman Empire. [29]

But in addressing Tort Law itself, if I were to hit you over the head with a baseball bat or burn down your house, there is no contract in effect governing the grievance, so Tort Law rules, reasoning, and arguments govern the settlement of this type of grievance. In addition to damages, judges always want to examine the factual record presented to analyze the Defendant's character, and make sure that the intent to damage was there (as consent and accidental damages can vitiate liability). [30]

And so hitting someone over the head with a baseball bat is called an "assault," and there lies a Tort; however, there are many types of Torts that do not have any names assigned to them. [31]

Some writers have attempted to uncover certain characteristics that lie in common to all Torts as a starting point to identify some Principles (yes, there may be some hope for a few of you lawyers after all). [32]

One of the reasons why lawyers try and raise numerous subclassifications of Tort up to the main level of Tort and Contract (as they grope and search in the dark the way they do), is because they do not see the invisible contracts that are often quietly in effect, correctly overruling Tort Law intervention, since an examination of the factual setting seems void of any contract. By the end of this Letter, you will see many invisible contracts for what they really are, and you will see how to identify the indicia that create invisible contracts.

You may not understand the deeper significance of the distinction in effect between Tort and Contract right now,

but after reading this Letter through a few times, the semantic differential in meaning should become very apparent to you, as I will give many examples of Contract Law and Tort Law reasonings and arguments, as applied across many different factual settings; as whenever there is a judgment of some type, there is always in effect some rules and an exclusion of some evidence in the mind of the judge as to what arguments will and will not be allowed to be heard -- (even though this process goes on unmentioned orally by the judge); and the real reason why there is an important significance here that you might be interested in taking *Personal Notice* of [just like Judges take *Judicial Notice* of special items], in Tort and Contract rule differentials in judgment settings, is because we all have an impending Judgment with Heavenly Father -- where arguments then presented will be judged under similar Tort and Contract rules; a judgment setting where the pure magnitude of the consequences renders unprepared incorrect reasoning injudicious and lacking in foresight.

Like in Contract Law, there are numerous subdivisions within Tort Law to place a specific grievance into, such as: Civil Rights, Wrongful Death, Product Liability, Aviation Law, Personal Injury, Accident Recovery, Professional Malpractice, Unfair Competition, Admiralty and Maritime Torts, and certain Fraud and Anti-Trust actions, etc.[[33](#)]

Based on the Status of the person involved and certain elements in the factual setting, and certain types of damages asked for, then what grievance normally would be under Contract Law, could be changed to fall under Tort Law.

So there is the general distinction in effect between Tort and Contract. Question: What if a grievance falls into an area of grey where it could fall under rules applicable to either Tort or Contract? Although my introductory remarks in this Letter are necessarily simplified, numerous commentators have mentioned that defining the line between Tort and Contract is sometimes difficult.[[34](#)]

However, what is important is the reason why a simple distinction became difficult: Because the parties to what started out as a Contract Law grievance did not fully anticipate all future events that could have occurred between the parties in contract.[[35](#)]

Typically, all blurry factual settings that involve an area between Tort and Contract have their seminal point of origin in a Contract that did not completely define what would and would not happen under all possible scenarios; and this is called *Incomplete Contracting*.[[36](#)]

Once a determination has been made that Tort or Contract governs the question presented, very important differences and rules then apply to settling claims and grievances based on the factual setting falling under Principles governing Tort Law, or under Principles governing Contract Law; and as you can surmise, the question as to whether or not a grievance belongs under Tort or under Contract is often a disputed and hotly argued question between adversaries in a courtroom battle, as the question as to which Law governs can spell total success or total failure for the parties involved. For example, see *Butler vs Pittway Corporation*, [[37](#)] where two adversaries argued Tort Law or Contract Law governance in a pre-Trial appeal, which was a product liability/warranty case.[[38](#)]

In deciding whether to allow Tort or Contract Law to govern, the Second Circuit mentioned that:

"This case falls into a grey area between tort and contract law that has never been fully resolved." [[39](#)]

So, for the introductory purposes of this Letter, I will only be discussing the differences between Tort Law and Contract Law in general.[[40](#)]

This stratification of the Law into two separate jurisdictions of Tort and Contract is quite necessary, and in so doing, the Judiciary is no more than conforming the

contours of American Jurisprudence to more tightly replicate the profile of Nature; and as you will soon see there will be very profound consequences experienced by folks who try to outfox Nature by using Tort Law reasoning in a Contract Law judgment setting. You should also be aware that very often, we all occasionally get ourselves into contracts that become invisible for any number of reasons, and then erroneously use the logic of Tort Law reasoning to try and weasel our way out of the contract we forgot about.

Experientially well seasoned contractualists know that the desires and wants of people routinely change with the passage of time, and that it is quite common that contracts that are entered into today are often unattractive and unappealing in the hindsight of the future. So this Consideration rule is of particular importance in those types of marginal contracts where the benefit a Person experiences from the contract depends upon some future efforts that same Person must make, or where the benefits are qualified or otherwise conditional. For our purposes, correctly understood, Consideration is a benefit. Comprehension of the significance of Consideration is fundamental to one's understanding as to why the Judiciary is largely ignoring the *In Rem Contract Recessions* many folks are filing on their Birth Certificates; and understanding Consideration (the acceptance of benefits) is the Grand Key to unlocking the mystery as to why some of the King's Equity hooks are so difficult to pull out of you, as I will discuss later.

There having been an exchange of valuable *Consideration*, when Mr. Condo entered into his bank account contracts, Mr. Condo was in an extremely weak position -- he was just plain wrong with his bank accounts and other invisible contracts (having experienced hard cash benefits [Consideration] as a result of the contract, as well as giving the King *Conclusive Evidence* that he was a participant in Interstate Commerce and the acceptant of federal benefits) and so as a result, there was not a lot of substance left over for Mr. Condo to argue about... like trying to argue that the Earth's rotation about its

own axis is some type of an elliptical illusion, just somehow. Yes Virginia, there are absolutes in both Nature and in Contract Law; and Defendants in prosecutions can be plain and simple wrong. When one is inside of a King's cage, one begins to appreciate just how strong contracts can be. Additionally, Mr. Condo was trying to argue the basic unfairness of the proceedings against him, but that unfairness argument as well was non-applicable to his Contract Judgment.[[41](#)]

Unfairness is a concept that is related to moral Tort Law.
[[42](#)]

Questions of damages, and lack of damages, of the *mens rea* criminal intent, of fairness, of risk assumption, of equity, and equality are all reasoning and arguments reserved for a Tort Law judgment setting. Remember that Tort Law doctrine governs the settlement of grievances that arise between parties without any contract being in effect. Tort Law is generally a free-wheeling jurisdiction, and anything goes. The decision by the New Jersey State Supreme Court to hold sponsors of parties responsible for the acts of persons who drank in their homes is a Tort Law grievance.[[43](#)]

In contrast to the elastic and expansive nature of Tort Law, when Contracts are in effect, only the content of the Contract is of any significance when the grievance is up for review and judgment.[[44](#)]

Tort Law means that for every damage someone works on you, corrective damages will be applied back to that person as the remedy (call the retort). For example, in Tort Law, if you burned down a neighbor's house out of a grudge and without the owner's consent (since no Contracts are in effect, Tort Law governs the courtroom grievance), pure natural moral Tort Law requires that you be damaged in return, i.e., that a retort be worked on you in order to satisfy the demands of Justice. As the Sheriff or other neutral disinterested third party that administers the retort (to perfect the ends of Justice), by stuffing you in one of his cages, that encagement retort itself is

largely exempt from experiencing further retorts for his damages on you.[[45](#)]

So the cycle of Tort and retort ends there by the Sheriff jailing you for damaging your neighbor the way you did by burning down his house. This is Tort Law, and this is a key concept to understand, because numerous people throughout the world have so deliberately and very carefully arranged their affairs as to have all their murders and *Magnum* Torts executed on their behalf under the liability vitiating and recourse free operating environment of pure natural Tort Law, as I will explain later. Think about this Tort and Retort Doctrine for a while, as it is very powerful -- with it damages can be justified in a judgment setting, if your damages occurred to accomplish the ends of Justice.

These people, taking counsel from Gremlins, by arranging their damages to be justified as a retort, believe quite strongly that they are morally correct and that Heavenly Father[[46](#)] is required to support them and their abominations at the Last Day, as their murders have in fact been executed under the vitiating retort cycle of pure moral Tort Law, and therefore immune from further recourse, just like the Sheriff is immune from further recourse for the damages he worked on you when he stuffed you into one of his cages for burning down that house.

And those people arranging their behavior to conform themselves into a Tort Law judgment profile with damages immunization reasoning are correct, because Tort Law is a correct and pure operation of Nature, and their damages can very much be justified before Father at the Last Day; but the question of justification of damages is not going to be relevant at the Last Day, and for the identical same reason as to why the question of no damages being present in Highway traffic code prosecutions and Income Tax enforcement actions is also not relevant. Because just one tiny little problem for these Tort Law justification imp surfaces, based upon an obscure, remote, and little known Doctrine uncovered from the archives of the Mormon Church in Salt Lake City. I'll explain all that later, but

understanding the original Tort and recourse free "Justice" retort concept, and its appreciation as a true *Principle of Nature*, is necessary before we probe deeper into Lucifer's extremely clever Illuminati reasoning and Father's little known "Ace" that he has up his sleeve; and then into the deeper meaning of this Life, which involves (as you could guess by now), a Contract. But Contracts, of and by themselves, are never the end objective, they are only a mechanical and procedural tool used to accomplish a larger objective: An objective to someday have all of the rights, power, domain, keys, status, and authority as our Heavenly Father now has.[[47](#)]

The Grand Meaning of this Life is quite a story, and simply focusing in on the relevant material is difficult by virtue of the large volume of distraction material that is floating around out there. Nevertheless, as strange as it may initially seem, people correctly talking about it generally find themselves having to tone things down a bit. [[48](#)]

Tax Protestors, like their brothers in contract defilement, Draft Protestors (as I will explain later), denounce the basic illegitimacy of the United States -- our fat King -- silencing speech, and of criminalizing something that just didn't happen ("How could not filing a piece of paper be a crime? Why, the Fifth Amendment says I don't gotta be a witness against my self. Common Law says there can be no Constructive Offenses..."; and on and on). But unappreciated by Mr. Condo was the Contract Law jurisdictional environment he was being prosecuted in: A summary Commercial contract enforcement proceeding, up for review and enforcement based on administrative findings of fact.[[49](#)]

In these Equity contract enforcement proceedings, questions of morality, of Torts,[[50](#)] of basic reasonableness, of pure natural justice, of fairness, of mental intent, of the presence of a *corpus delecti*, of privacy rights, of equality between this instant Defendant and other previous Defendants and the like, are all irrelevant. And the only thing that is relevant is the

content of the contract that was entered into some time earlier, in general, and the exact technical infraction the United States, as your Adversary in a 7203 Action, wants addressed as the grievance, in particular. Under some limited circumstances, Federal Judges will annul contract enforcement actions where unreasonable and over-zealous statute enforcement Tortfeasance has taken place -- what appears to be "fairness" -- but such annulment is really only to preemptively restrain such Tortfeasance from recurring in the future, and not to benefit you at all. So whether in a driver's license contract grievance setting of a highway speeding infraction, or in a Commercial contract *Willful Failure To File* grievance setting with the King through a bank account and other contracts, the only thing that is relevant is you and your contract. All other previous persons, their cases of defilement, and their grievances, and what arguments they made or did not make, is irrelevant. Translated into the practical setting where a poor Defendant is presenting a defense line, this means that all motions that are made for dismissal, based on grounds relating to anyone else's previous prosecution, are automatically denied, as being irrelevant to the instant factual setting. Equality and fairness are not relevant in settling contract grievances. Equality and fairness are Tort Law arguments; they are definable only along the infinite; and if the Judiciary allowed equality or fairness to enter into the contract arena, then the effect of allowing equality and fairness on one side is to work a Tort on the other side -- so the Judiciary simply rules, very properly, that when contracts are in effect, only the content of the contract is relevant. Although this policy has the uncomfortable secondary effect of making Federal Judges appear to be carefully selected Commie pinkos when dealing with a Tax Protestor (as Federal Judges go about their work enforcing invisible contracts), restraining the subject matter that will be discussed in a Contract Judgment setting to include only the content of the contract, is a correct attribute of Nature, and does correctly replicate the mind, will, and intention of Heavenly Father (as I will discuss later on) in the area of laying down rules for settling contract grievances. The very common belief that folks have, that since 100 other persons prosecuted for

the same contract infraction got suspended sentences, and therefore in equality you too should get a suspended sentence, is in error. What other people do or don't do, or what happens to or does not happen to them in their contract judgment, is not relevant to you and your contracts. This equality and fairness applicability is an important principle to understand, because we all have an important Judgment impending at the Last Day. Here is where Heavenly Father is going to judge us at the Last Day along very similar lines; because Father is operating on numerous invisible Contracts I will discuss later. You Highway Contract Protestors and Income Tax Protestors out there now have such a marvelous advantage, if you would but use your valuable knowledge acquired through such prosecutions and your study of the Law, to avoid making the same Tort Law argument mistakes at the Last Day before Father -- where unlike now, there will be no more going back and trying some argument line out again. Today, you can go back into a courtroom over and over again, throwing one successive argument after another at the Judge as many times as you feel like, until you finally figure out what legal reasoning is correct, what is incorrect, and why. Such a repetitive presentation of error is not going to be possible at the Last Day -- there will be no going back to Heavenly Father a second and successive times and throwing another round of defensive arguments at Him. Your Tort Law reasoning of equality, fairness, and of no damages and no *mens rea*, when presented before Father at the Last Day to justify your behavior down here will fall apart and collapse, and for very good reasons that I will explain later. This judicial enforcement, separating Tort from Contract in *Willful Failure To File* prosecutions, is but one manifestation of the extent to which rare gifted genius rules in the Federal Judiciary.[[51](#)]

Yes, contractual equity is a hard line to abide by, and people who operate their lives with that smooth and envious *savior faire* always avoid entering into such tight binding regulatory restraints in their affairs that they know that their minds just cannot handle in the future.[[52](#)]

Yes, experienced people will forego some immediate benefits all contracts initially offer, just to avoid the larger liability and cost picture later on. Yes, it is better to forego experiencing impressive glossy benefits and accept nominal benefits that accomplish the same thing, and avoid a contract altogether. For example, this could mean buying a used car for cash without an installment contract, rather than a new one on installment payments, unless the structure of your livelihood is such that enrichment is experienced as a result of the gloss benefits, such as real estate salesmen, who need the gloss to make a *sub silento* statement: That they are a very important person; someone you should better start paying some attention to; someone you had better start doing some business with.

There are folks out there, marvelous, bright, and otherwise just great all around, but who are weak in some administrative dimension; these types should generally shy away from difficult and marginally feasible contracts they can't handle. In a domestic family setting, marriage counselors report back identical observations: That it was household mismanagement or unmanagement originating from infracted contracts previously entered into under a relaxed level of interest or inappropriate budgetary environment that caused unnecessary secondary grief sometime later on. (In other words, like Armen Condo, they entered into contracts unknowingly incompatible with their philosophy, and not appreciating the significance of the contract's terms thereof. So the recourse significant became invisible to them. Those are the contracts and Equity Relationships they should have avoided all along from the beginning, *ab inito*.)[\[53\]](#)

So, from a counseling perspective, a general attitude might be to have a spirit of reluctance about your *modus operandi* before entering into recourse contracts. Entering into Commercial contracts with anyone without careful respect to the terms that the contract calls for is an invitation for nothing but headaches and aggravations you don't need, and could have, and should have, avoided at a lower, pre-contract chronological level.

In order to appreciate just how wrong Mr. Condo really was, and just how stupid and not very well thought out his sophomoric badmouthing was of the presiding Federal Judge, [54] one needs to study and be brought to a knowledge of Contract Law -- its majestic origins and history, and of recourse Commercial contracts -- their enforcement and life in the contemporary American judicial setting. What I am about to say may very well surprise you, but the reality is that those seemingly unnatural and artificial instruments we call Contracts are actually highly and tightly interwoven into Nature and Natural Law.[55]

And it is very rare that I have found any contract enforcement or grievance proceeding to have been inappropriately adjudged, based upon the factual setting presented, the issues raised for settlement and the question addressed by the presiding administrative or judicial magistrate.

Such strong enforcement of contracts improperly concerns some people, who don't give too much thought to the consequences of being able to have any Commercial contract simply tossed aside and annulled judicially, just because one of the parties no longer feels like honoring the terms of the contract. [56]

That's right, under that line of reasoning, contracts should be tossed aside and annulled just because one of the parties doesn't feel like it anymore: Like Armen Condo no longer feeling like sending in a 1040 anymore. His self declarations of lofty Status are initially impressive ("I am not a slave anymore"); but unilateral self declarations do not now, and never have, annulled contract liability. By the end of this Letter, you will know how to get out of a contract, but such a termination does not involve self declarations of status. The reason why there is such a tight adhesive relationship going on in American Jurisprudence between contract enforcement and Nature/ Natural Law is because Contracts are very much on the mind of the Great Creator who made Nature.[57]

And so when American Jurisprudence so strongly enforces contracts, then the Judiciary, as an agent of Nature, is merely replicating the mind of our Creator who wants to have people learn to honor their contracts -- and yes, even more so when those contracts contain philosophically bitter terms, like the Bolshevik Income Tax. Learning the deeper meaning of that Principle is a bit more important than some folks realize: Because Contracts are very important to Heavenly Father. And the design of Nature to so strongly enforce contracts is inverse evidence to indicate that Father deals extensively with Contracts, wants people to learn to respect Contracts, and will honor his Contracts with you (if you can get a Contract out of Father). Heavenly Father is similar to the King in the limited sense that both of them want something from us, and both of them use the same tools to get what they want. Father wants our bodies, and the King wants our money, and both use Contracts extensively to accomplish their end objectives. I conjecture that the King is far more successful in gross aggregate percentage terms by his manipulative adhesive use of invisible contracts to get what he wants than Father is with His invisible Contracts, as Father does not force himself on unwilling participants. The King deals with people out of the barrel of a gun and accomplishes through clever administrative arm-twisting and adhesion contract wringing what otherwise cannot be sustained in front of the Supreme Court in freely negotiated contract terms; whereas in contrast Heavenly Father deals with people very conservatively on the basis of their wants, and where no Contract is wanted, I can assure you none will be forced on you. The King has copied the *modus operandi* of Father to deal extensively in Contracts, and then has added his own Royal enrichment twist to it: Unlike Father's altruism (legitimate concern for the interests of others), our King is only interested in himself, his own welfare, and in that Golden Money Pot he passes out to Special Interest Groups who make their descent on Washington when Congress is in Session, in vulture formation. [[58](#)]

There are numerous reasons why Heavenly Father wants our bodies -- one is so, for our benefit, we can be Glorified some day and have a continuing association with Him again.

Such a statement is implicitly a status statement, since in order to associate with Father, one's stature must be on a similar calibre to Father.[[59](#)]

But Father first wants to patiently see who His friends really are, under circumstances where his very existence is difficult to see. Yes, these are Adversary proceedings we are in down here (and when you take out a new Contract with Father, you will know what I mean, as Lucifer the Great Adversary ("Great" in terms of ability), will suddenly start to take you very seriously). If Heavenly Father has the Celestial Jurisdiction it takes to Glorify a person into such an indescribable state similar to his own Status, as people entering into Father's highly advanced Contracts down here have been explicitly and bluntly promised, then Father ought to be very carefully listened to.[[60](#)]

There are a few people who have lived upon this Earth before us, who now have such Glorified bodies under advanced timing schedules, and *First Person Evidence* of that nature (an eye witness) is difficult for Heathens to reverse or countermand under attack, so they have no choice but to ignore it and talk about something else.[[61](#)]

Although that retortional statement, of and by itself, is not strong enough to irritate a hardened Atheist, this statement might:

"No human has had the power to organize his own existence. That there is one greater than we, the Father, actually begat the Spirits, and they were brought forth and lived with Him... I want to tell you... that you are well acquainted with God our Father... For there is not a soul of you but what has lived in his house and dwelt with him year after year... We are the children of our Father in Heaven... We are Sons and Daughters of Celestial Beings, and the germ of Deity dwells within us." [[62](#)]

Yes, both the mind of Heavenly Father and the mind of the

Savior are swirling in a vortex of Contracts. [[63](#)]

For a brief sizing glimpse at the extent to which Contracts are constantly and endlessly on the mind of Father and the Savior, open up either the Old or the New Testaments to any place at random, and see how many pages can be turned before the word "Covenant" [Contract] reappears. [[64](#)]

Here in the United States, in a Commercial contract factual setting, the word "covenant" is of an Old English Law Merchant origin, and now means only a few clauses within a larger contract; [[65](#)] like when entrepreneurs sell their businesses, the continuing restriction they take upon themselves within the larger Purchase and Sale Contract, not to turn right around and build up the same duplicate business all over again until some 5 to 10 years or so has first lapsed, is called a *Covenant not to complete*. [[66](#)]

But in an ecclesiastical setting, what all ancient and contemporary Prophets and Patriarchs call *Covenants*, are really *Contracts*:

"As all of us know, a covenant is a contract and an agreement between at least two parties. In the case of gospel covenants, the parties are the Lord and men on Earth. Men agree to keep the commandments and the Lord promises to reward them accordingly. The gospel itself is the new and everlasting covenant and embraces all the agreements, promises, and rewards which the Lord offers his people." [[67](#)]

In analyzing the Law comparatively with Father's Plan for us, there are numerous facial changes in descriptive names for things that are commonly known and understood by everyone under other names. For example, what we call a *Contract* in our everyday Life, Heavenly Father calls *Covenants*. And the financial enrichment one party receives under a contract here in the United States (such as the

financial compensation a Landlord receives out of a Lease Contract from a Tenant), is called a *Benefit*; and what is called a *Benefit* arising under contract in a Commercial setting is known as a *Blessing* arising under Covenant in an ecclesiastical setting with Heavenly Father.[[68](#)]

Coming down into this Life, this "Second Estate" we are now in (as the ancient Prophets originated its characterization),[[69](#)] our memories were deflected off to the side and temporarily locked away.[[70](#)]

Coming down from the First Estate into this World, we all came here by Contract, and sometime in the third trimester of our mother's pregnancy, our spirits entered these bodies (called the "quickenning" of the body). There came a point in time back during the First Estate, when after Father revealed his Grand Plans for us all, as the Sons of God we all shouted for joy in ecstatic response.[[71](#)]

Whether this shouting for joy took place before or after Father started extracting his Contracts out of us, I don't know; talk in this area is limited to generalities. [[72](#)]
But we do know that we are ones that Job referred to as the Sons of God. [[73](#)]

Later on, after we have been around down here for a while, by the careful honoring of those other Contracts we can enter into down here, we can enlarge our standing before Father and be like him some day, by ordered, planned, and organized accretion. [[74](#)]

Some of those other Celestial Contracts that are available to be entered into down here are the introductory Contract of Baptism, and the more advanced Endowment Contracts [which are entered into in Temples], in addition to multiple other ecclesiastically related Contracts.[[75](#)]

Yes, these Covenants that we can now enter into are *Replacement* Covenants, because Heavenly Father already has invisible Contracts in effect on us all, as we all entered into Contracts with Father in the First Estate, all of us

without exception: Saint, sinner, Heathen, and Gremlin:

"In our preexistence state, in the day of the great Council, we made certain agreements with the Almighty..."[[76](#)]

And the content of those preexistence [previous existence] First Estate Covenants are designed to remain largely withheld from our present memory for a reason. [[77](#)]

Back in the First Estate, not everyone entered into the same identical terms on their previous existence Contracts. There was very much Contract customization involved, when Father deemed it appropriate. For example, the Noble and the Great Spirits, who excelled in valiance back then above all others, had special addendums attached to their First Estate Contracts with Father, just tailor made for their missions down here:

"Now the Lord had shown unto me, Abraham, the intelligences that were organized before the world was; and among these were many of the Noble and Great ones; And God saw these souls that they were good, and [in a Conference] he stood in the midst of them, and he said:

'These I will make my rulers.'

"For he stood among those that were spirits, and he saw that they were good, and he said unto me:

"Abraham, thou art one of them; thou was chosen before thou wast born..."[[78](#)]

Although that brief account by Abraham does not describe everything that went on in that Conference, what also transpired in that Conference, in addition to the lofty Status pronouncements from On High, was the extraction of additional Contract Addendums out of the participants, just tailor made to fit the Noble and the Great.

As we enter into and fulfill Father's Advanced Contracts

down here, the significance of those Contracts that we entered into in the First Estate fades away until they are of no significance whatsoever. [[79](#)]

These Contracts that we enter into with Father down here supersede our previous Contracts, and if no Contract is entered into with Father down here, then the governing Contract at the Judgment Day will be the First Estate Contract. People playing the Contract avoidance routine on Father's Contracts are playing with fire and damaging themselves, because knowledge of the content of those Previous Existence Contracts is being withheld from us for a reason. This then raises a moral question: What right does Father have to hold us to Contracts, the content of which we have no knowledge of? Answer: Father has our consent to do so as part of the game plan. Yes, we are placed in this world measurably in the dark, necessarily so. [[80](#)]

And when you understand the benefits of the game plan, your initial reticence will also fade away. [[81](#)]

And if it initially appears to be unfair to penalize someone for their innocent ignorance by being judged under invisible contracts they had no knowledge of, then remember that in a Contract Law Judgment setting such nice things as fairness and relative levels of knowledge or ignorance of the Contract's terms are all irrelevant factors; and this Tort Law argument of *unfairness*, by being made a party to such excessively one-sided and unequal contract terms really falls apart when the temporary deflection of the previous memory itself is made such an integral and an important structural element in those First Estate Contracts. [[82](#)]

This means that if there had been no memory deflection taking place, then the objectives Father has for us in this Life, to live in a free-wheeling world for a little while by "starting over" in a sense, would be infeasible to accomplish; and so without memory deflection there would have been no reason for this Second Estate Life and the numerous Contracts associated with it -- Celestial

Contracts that overrule our First Estate Covenants.[[83](#)]

The unfairness aspect of this impending state of affairs that gnaws at us -- of people being adjudged under invisible Contracts -- causes some folks to want to shy away from such a harsh Father; but such a reduced view of Father's Plans is defective. In this world, we are conditioned to think that penalizing someone means directly throwing something negative at him, i.e., docking his pay, giving him a reprimand, having him picked up, confining the fellow to barracks, giving the poor fellow a spanking, or having him taken out and shot, and the like. To be penalized by Father carries no such negative circumstances being applied against us at all; a penalty levied at us by Father is the mere absence of a possible prospective Celestial Blessing that could have been ours -- if we had buckled down tight and gotten serious when presented with information to the effect that Contracts are governing at the Last Day. So when Father places a Contract Law Judgement environment in effect for us on the Judgment Day, and people then start claiming unfairness for any one of several dozen different reasons (and each argument has merit to it), their arguments sounding in the Tort of unfairness will fall apart and collapse, and properly so, as there is nothing inconsistent about Father's selective withholding of any of his discretionary Blessings from us that were waived by us, and the great Celestial Grant of Eloha.[[84](#)]

Yes, the Third Estate we will enter into after the Last Judgment Day is stratified into multiple different strata, and people will go where they are most comfortable; yes, Father has many mansions in his House.[[85](#)]

For example, if you simply cannot handle a difficult Contract or do not want the responsibility that such a difficult Contract carries along with it -- then that is fine, as Father has a Kingdom for you; and if this idea of spending Time and all Eternity in the midst of clowns who also cannot handle Contracts intrigues you, then I would suggest that you explore the possibility of terminating further interest in this Letter. Maybe I am missing

something somewhere, but I think it is inconsistent for Tax and Highway Protestors to so freely and willingly be criminally prosecuted for no more than defining a new elevated Status relationship with Government -- but then for those same Protestors to turn around and say that yes, they would somehow enjoy spending the rest of Time and all Eternity on their knees licking someone else's feet as some low level ministering angels. Therefore, we will settle for nothing but the top -- and if we err along the way, then we erred while expending maximum effort.[86]

When Contracts are in effect, the only thing that is relevant in a Contract Law Judgment setting is the content of the contract, the Person whose behavior the contract seeks to measure compliance with, and the behavior that was being measured; and as we traverse from a political setting involving Tax Protestors to an ecclesiastical setting involving us all at the Last Day, then nothing changes. The fact that Irwin Schiff and Armen Condo never bothered to read the Commercial bank account merchant contracts that they were adjudged to be in default of, and also their invisible Citizenship Contracts, and then were penalized under those contracts by being incarcerated in a Federal cage, that ignorance of the contract's terms is neither a relevant question nor excusable behavior under a Contract Law judgment setting. Literally, the only thing that is relevant is: Did they honor the contract or not. People who are unable to think along these precise and very narrow ratiocinative[87] lines of Contract Law will find themselves being self-penalized for their ignorance (penalized in the sense that prospective blessings that could have been their's will be forfeited). If that sounds excessively harsh, then momentarily picture yourself as being in Father's position, and then consider what you would do differently when confronted with a group of people who can and do think precisely, and another group of people that do not think so precisely, and another group who really could care less about anything.[88]

And it will be on the Judgment Day that we will be judged by Contracts, and under a Contract Law jurisprudential setting -- and not under the rights, justice, relative

collective equality, and group fairness of pure natural moral Tort Law. Interestingly enough, also known to those Persons who have entered into Father's Advanced Contracts down here is that the timing of the Judgment Day can be accelerated into this life, thus removing any lingering vestige of uncertainty someone may have about their Standing before Father; there is no Last Day for these special people to concern themselves with. When Father approves of your Standing down here, you are going to know it under rather strong circumstances.

Yes, Heavenly Father has contracts on us all going back into the First Estate.[[89](#)]

And just like Federal Judges in 7203 *Willful Failure To File* prosecutions quietly taking Judicial Notice of contracts in their Chambers even before the Tax Protestor gets arrested and the adversary criminal proceedings start, Father too already has all the Contracts he needs in front of him awaiting the judgment scene of Last Day -- First Estate Contracts that were solicited from us before we were born into this World, and this Second Estate proceeding started to collect and assemble the factual setting the Last Day will issue out a Judgment on. First Estate Contracts are now in effect on everyone -- on everyone -- down here without any exceptions, and Father is not interested in either any Tort or great thing we accomplish -- except that if that action is encompassed within the content of a positive or restraining covenant on one of the Contracts he has on us.[[90](#)]

By the wording of the Contracts Father has on us, a wide ranging array of damages are not permissible -- but the moral Tort question of damages itself is not relevant unless the damages fall into an area restricted by the Contract. In a similar way, some of the Contract terms call for both positive action and negative restraintment under situations where there could be no damages created regardless of what we do; *so damages are not relevant when contracts are in effect. Only concern yourself with the terms of the contract.* And even if we have carefully avoided entering into any Contracts with him now in this

Life, he still has Contracts on us all from the First Estate he will hold us to at the Judgment Day: In other words, there is no such thing as outfoxing Father.[[91](#)]

Unlike our King in Washington who has multiple technical deficiencies existing within his own statutes, which when invoked timely preclude him from collecting any Inland Revenue tax money under many circumstances even when it is rightfully due and payable, there are no deficiencies in the Contracts Father writes; and for the incredible benefits being offered by Father,[[92](#)] you should not even probe for any improvident technical moves. [[93](#)]

And this question of trying to outfox Father, is why the Illuminatti, who otherwise like to consider themselves as being very clever folks, will find their Torts, murders, revolutions, wars and environmental damages justifications fall apart and collapse at the Last Day -- because pure natural moral Tort Law will be irrelevant at the Judgment Day. They will regret having made their improvident technical moves down here: By trying to outfox Father with their clever Tort Law reasoning on justifying damages. Father has a special treat planned, an Ace up his sleeve, just tailor made for dealing with these Illuminatti and Bolshevik types of Gremlins; it is the same identical Ace that Federal Judges have up their sleeves, just tailor made to deal effectively with Constitutionlists: An invisible Contract the poor fellow didn't even know about. By the end of this Letter, you will know of the numerous layers of invisible Contracts the King has on Tax Protestors. But assuming that you avoided entering into new Contracts with Father in this Life, then when your memory is restored to you, Father will solicit an accounting of the terms of the Contract he extracted from you in the First Estate.[[94](#)]

And so what was once an invisible Contract will then become a rather strongly known Contract, and then and there the Gremlins will crinkle in self-inflicted anguish. The Prophets have stated that there will be weeping, wailing and a gnashing of teeth at the Last Day;[[95](#)] those are rather strong characterizations to use -- but now you

know why -- for among other reasons, the Gremlins will have a perfect knowledge that their clever justifications to pull off and try and get away with *world class* mischief were not worth it. And when, at the Last Day, the Illuminatti and their Gremlin brothers are confronted with the terms of those First Estate Contracts that they entered into before this Second Estate even started, and when Father then asks for a simple factual recital of their Covenant compliance, then will the Gremlins realize the irrelevancy of their excuses to justify and vitiate their murder, war, and miscellaneous abomination damages (and all committed, of course, to accomplish and perfect Justice); and those Illuminatti types might just find themselves, at that time, being a bit disappointed: Because their Tort Law justifications will not even be addressed by Father.

Father will be asking a very simple question then, to which he will expect, very properly, a very simple answer: What was the extent to which you honored your Contracts?

Gremlin defense arguments sounding in the Tort of damages justification will be tossed aside and ignored then at the Last Day just like State and Federal Judges now toss aside and ignore Tort Law arguments of Constitutionalist and other Protestors arguing lack of *corpus delecti* damages to try and get a dismissal of Tax and Highway Contract enforcement prosecutions, when invisible contracts unknown to the Constitutionalist were actually in effect. There is actually nothing inaccurate or defective about the planned Gremlin defense arguments, just like there is nothing inaccurate or factually defective about Patriot arguments thrown at Judges today; the question is not one of accuracy or whether they are correct, but rather the question is one of whether the defense line addresses the contract compliance question asked -- and they don't, they are not relevant. Simple questions of Contract compliance by their nature exclude a large body of prospective rebuttals that are distractive to the simple question asked; when contracts are up for review and judgment, then only the content of the Contract is of any relevance.[[96](#)]

If Father was planning on using pure natural moral Tort Law Justice at the Judgment Day, then there could be no such things as the third party liability absorption feature such as the Atonement (which is operation of Contract); and additionally, for the tortious act of swatting a fly, spanking our kids, drilling a railroad tunnel through a mountain, or mowing our lawns, we would be penalized forever -- if we are operating under the rules of pure natural moral Tort Law (which means that all Torts get retorted as the remedy -- with an exception being only those excusable Torts necessary to perfect the Ends of Justice). That important qualifying retort exception reasoning is the line that Lucifer carefully taught his Illuminatti followers to profile themselves around to justify their actions before Father.[97]

Lucifer's clever inveiglement to use damage arguments to vitiate yourself at the Last Judgment Day is facially very attractive, and since Tort Law itself is a correct *Principle of Nature*, any scrutiny of Lucifer's reasoning withstands attack and challenge from any angle; it is not until a remote, little known, and obscure doctrine is uncovered from the archives of the Mormon Church in Salt Lake City (regarding our lives as Spirits before with Father, and Father's Previous Existence Contracts on us all, and therefore our Judgment will be under Contract Law) does Lucifer's brilliant Tort Law justification reasoning fall apart and collapse. In reading Illuminatti literature, Lucifer again manifests his supergenius at deception through concealment, as although there are references to general Spiritual matters (certain strata of Illuminatti are not atheists) as a distraction, however there are no references to any Contracts with Father out there that the Illuminatti need to concern themselves with. An exemplary line propagated by persons who circulate in the genre of Witches, Bolsheviks, and Illuminists is that "You should do it in the name of Justice, so you can justify it in the end."

In the pop song *One Tin Soldier*, one finds the following lyrics:

"...Do it in the name of Heaven, you can justify it in the end... There won't be any Trumpets blowing come the Judgment Day..." [98]

These lyrics also appear in the Hollywood movie *Billy Jack*. [99]

With a setting on an Indian Reservation in the Western United States, the plot in *Billy Jack* told the tale of how the ever changing laws of men are frequently out of harmony with true Justice, and so now murder is necessary to accomplish the true Ends of Justice where the laws of men fall short; sort of like forcing a contemporary hybrid variant of *Robin Hood's* grab as a means of accomplishing *justita omnibus* [justice for all]. Remember that the Illuminatti Gremlins need to have people (their prospective recruits in particular) think in terms of Tort Law reasoning down here, and so they propagate the view that murders committed to accomplish Justice (to correctively retort the damages of others that the Law does not reach) are excusable acts that Heavenly Father is required to vitiate and ignore at the Last Day [just like the Sheriff is excused from bearing the consequences for working the damages you experienced when he incarcerated you, after you had first burned your neighbor's house down; what the Sheriff did, as a neutral and disinterested third party, was to correctively retort the damages created by others]. Once an Illuminatti initiate accepts this reasoning, it takes little effort to have the initiate accept the application of Tort Law reasoning to larger corrective retorts like wars, wholesale murders, environmental damages, use of the police powers of the state to accomplish other damages, and assorted other *magnum opus* abominations that accomplish proprietary Illuminatti objectives, and all very carefully documented and neatly arranged to remedy some other damages else where, and also benefit the world by accelerating the commencement timing of the Millennial Reign. This is brilliant reasoning that Lucifer taught these little Gremlins; Tort Law is a correct *Principle of Nature* and cannot itself be attacked from any angle. The use of Tort Law reasoning to govern judgments when no contracts are in

effect is absolutely morally correct and in harmony with Nature in itself, and so are all of its retorts to perfect Justice and the Ends of Justice. And so an esoteric[[100](#)] factual element deficiency problem surfaces that will absolutely nullify those expected benefits Witches are driving towards as they travel down that *yellow brick road* of theirs: Heavenly Father extracted Contracts out of us all in the First Estate before we came down here, and so Tort Law reasoning will not be applicable at the Last Day. Yes, those Trumpets will blow at the Last Day; sorry, Gremlins, but your days are numbered. Yes, the *handwriting is on the wall* for Gremlins.[[101](#)]

In other words, Lucifer counsels his followers to perform their murders and Torts in the retort cycle of Justice administration where they can be justified and vitiated, so that Heavenly Father would then be required to excuse and vitiate their behavior at the Last Day. Under Tort Law reasoning, all Torts (damages) need to be "retorted" as the remedy to perfect Justice, but the person administering the retort damage itself, like the Sheriff, is immune from further cyclic retort, so the Justice cycle stops there. And there also lies the Grand Key for getting people to commit murders while believing quite strongly that they are exempt from Father's Justice: By simply arranging the background circumstances for the murder to fall under the protective justifying retort cycle of Justice. Therefore, the person who administers the retort is immune from further damages himself. In this brilliant way, Lucifer intends to double cross all of his hardworking assistants down here, every single one without exception, but not until just before the Judgment Day: Because although Tort Law is a correct *Principle of Nature*, our Great Judgment will be under Contracts and Contract Law, and Tort Law arguments and rationalizations will be ignored. So, when Heavenly Father pulls his Ace out of his sleeves to deal with these clever Gremlins who sincerely believe that they have found a way to outfox Father and get away with *magnum* Torts by neatly justifying everything in the good name of Justice, Father will do no more than merely lift the veil of memory we all had lowered on us to seal away the access to our past memories

while we once journeyed through this Second Estate, and the poor Gremlins will then and there remember with a perfect knowledge of the Contracts they previously entered into with Father in the First Estate -- Contracts that were invisible during the Second Estate. Now the Gremlins will be sealing their own fate, as their Tort Law arguments are not relevant when a simple and limited accounting of Contracts is asked for.

Yes, Lucifer was in the many Councils of Heaven with us all when we were on our knees reciting the terms of our Contracts from our tongues,[[102](#)] Lucifer knows very well that Contract Law jurisprudence will govern the Last Day. Does Lucifer know what he is doing in his Tort Law reasoning? He most certainly does.[[103](#)]

Tort Law reasoning itself cannot be attacked, as it is merely a reflection of Nature, and it does have its proper time and place to govern the settlement of grievances between persons when contracts are not in effect. The question is not whether Tort Law is morally correct or incorrect, or whether Tort Law is in or out of harmony with Nature; the question is one of applicability of either Tort Law or Contract Law reasoning to govern the judgment of a factual setting presented for a ruling. And so as long as Lucifer keeps his hard working Gremlin servants down here thinking along Tort Law lines, and discussing only Tort Law reasoning in their private communications they send back and forth to each other, then Lucifer is getting all that he wants now, since his little Gremlins will go right ahead and knowingly commit tremendous damages while sincerely believing that they are on safe grounds at the Last Day, just like Highway Contract Protestors very sincerely believe that the absence of a *mens rea* and *corpus delecti*, together with the nonexistence of a Driver's License, will place them and their Tort Law *Right to Travel* unfairness arguments on safe grounds before sophisticated appellate judges [this is not correct, as I will explain later]. This is a brilliant deception *extraordinaire* by Lucifer to his Gremlins, and this is also extremely sophisticated reasoning (which in itself creates an allure to

intellectual Gremlins).[104]

And just as Lucifer freely uses his deception to motivate his associates in his direction, so to do his Gremlin assistants down here use deception between each other in turn, whenever they feel like it. Gremlins thrive on throwing deceptions back and forth at each other, and they do not really concern themselves on the background setting the deception takes place in.[105]

Absent unusual appreciation for what an abbreviated Contract Law judgment setting is really like (such as trying to contest speeding and insurance infractions on Highway Contract enforcement proceedings, going through 7203 *Willful Failure to File* Star Chamber prosecutions, etc.) only very few folks have the factual background necessary to grasp the significance of this line. Due to circumstances which transpired back in the First Estate, Lucifer passionately hates us all (i.e., all persons who took bodies in this Second Estate), and he fully intends to have each and every single person, without any exceptions, who trusted in his Tort Law logic and reasoning, screwed to the wall for having done so. This planned double cross by Lucifer even includes his highly prized intimates, the contemporary Rothschild Brothers, with whom Lucifer has personally conversed with, face-to-face; Lucifer has the Rothschilds believing that they are the top dogs and they call the shots. They too will be double crossed, and this is true even though Lucifer has very reliably dealt with many Rothschild generations in this Second Estate going back several centuries. Yet, the Rothschilds will likely never see the forest for the trees, as the effect of his impending *magnum Opus* Double Cross will not even occur until this World is over with, and then it is too late to start taking an interest in Contracts with Father, and stop using pure natural moral Tort Law Principles to govern your behavior, under such untimely and belated circumstances. Boy, I can just hear Baron Phillippe de Rothschild, *Le Gremlin Extraordinaire*, now at the Last Day telling Father that:

"Father, you just don't understand... why, I had

to have David killed to accelerate the arrival of your Millennium. The world experienced the benefits of it. It just had to be done to further your Ends of Justice."

As for the Rothschilds, after their Eyes are Opened on the foolishness of their Tort Law reasoning, their greatest disappointment at that time may yet lie in another area altogether: As they ponder the long term significance of their being denied further inhabitation on this planet they once participated in Creating.[[106](#)]

In the Third Estate, this planet is in for some refining and advancement, and there will be no Gremlins inhabiting the Earth then.[[107](#)]

Father was the only architect of this particular planet.
[[108](#)]

Yes, Lucifer has a double cross up his sleeve planned for the Rothschilds, just like the Rothschilds in turn have numerous impending double crosses planned for their associates as well. A *double cross* is a serious betrayal that occurs on the tail end of a well-planned continuum of deception -- and deception is very important to Gremlins.
[[109](#)]

And the mass media serves as a good instrument to propagate a large volume of factually worthless information.[[110](#)]

Similar to Gremlins thriving when throwing deceptions back and forth at each other, deception is also very attractive for Gremlins to throw at the public at large.[[111](#)]

The mass media is a very important instrument for the conveyance stage of deception by Gremlins.[[112](#)]

Deception is important to Gremlins and those who replicate their *modua operandi*; so much so that almost like intellectual nourishment, Gremlins seem to manifest deep

intermittent cravings for a few good clever sounding lies.
[[113](#)]

Sadly so, deception has the appearance of being contagious, unless efforts are made to deflect the onslaught of its occurrence, and its prevalence throughout the United States today could be exemplified perhaps in the dynastic corridors of corporate power, where Commercial executives busy themselves by being constantly fixated on their own self enrichment objectives.[[114](#)]

Why are such Gremlins, impressive by appearances, so freely willing to work damages on other folks? The answer lies in the fact that they believe, superficially, that they are doing the right thing (remember what they went through in the First Estate). For example, in a Gremlin attack on Father's jurisprudential structure here in the United States, the disintegration of our jurisprudence (or "legal system") is considered by Gremlins to be a goal worthy of achieving:

"The disintegration of our legal system... would end in a revival of justice, due to the restoration of the authority of the people which constitute the living, vital principle of the law; and by restoration of prosperity due to the confidence of the people in the disposition and capacity of their own Government to protect them in modern conditions of life. That system, fought as being inadmissible for 13 small States, has survived expansion across the continent; and, in its form and substance, is, if any human institutions can be, equal to the conquest of every economic and moral frontier."[[115](#)]

So too do Gremlins apply this same planned disintegration reasoning to propose that there be a continuous succession of wars and other military damages operations, specifically for the purpose of bringing about a quiescent tranquility that will, they believe, be the result of a world tired from wars. Yes, Lucifer is slick in his justification of damages. [[116](#)]

And just as Lucifer is slick [meaning effective while

remaining largely invisible] with his justification of damages reasoning, so too do his assistants down here need close scrutiny in order to figure out what they are up to nowadays. [[117](#)]

[1] *Reciprocity* is defined as a relational state where two or more parties, enjoying each other's benefits and each possessing various expectations from each other, are being reciprocal to each other, a kind of "give and take" going on back and forth; and so in this relational setting, there are some kinds of interdependence, mutuality, and cooperation expectations in effect between the parties. But the key elements that will be repeated over and over again in this Letter, is that where the initial benefits were not first exchanged, then the secondary obligation to reciprocate does not exist, either. For example, the word *reciprocity* surfaces frequently when Governments discuss exchanging favorable trade benefits with each other; each Government controls a source of benefits the other wants, and so now the reciprocating mutuality and exchange of benefits between the jurisdictions is called *reciprocity*, but its meaning has been elusive for some:

"The term *reciprocity* as now currently used in most cases with only a vague or very general notion of its meaning... [An] attempt is made to define reciprocity when it is specified that the *privileges* granted must be equivalent. Thus one writer, basing his definition upon a study of the public papers of the Presidents of the United States, remarks:

"Reciprocity is the granting by one nation of certain commercial privileges to another, whereby the citizens of both are placed upon an equal basis in certain branches of commerce." - *Messages and Papers of the Presidents*, Page 562.

Whenever there is an exchange of benefits and there remains some lingering expectations of some duty between

two parties, then an actual *invisible contract* is in effect [as I will discuss later], as it is said that the duty owed back to the party initially transferring the benefits is *reciprocal* in nature. Hence, the steam engine is said to be a *reciprocal engine*: Steam is forced into a chamber pushing a piston out, and the piston pushes in turn a lever attached to a wheel; now the wheel revolves because the steam initially pushed out a piston. So when the revolving wheel comes back fully around, it is now the force of the wheel that pushes back the lever, which pushes in turn the piston back into the chamber, that clears the chamber for a second and successive injection of steam. [See the *Encyclopedia Britannica*, "Reciprocating Engines" (London, 1929)].

Question: What happens when the wheel (having gotten what it wanted by being turned by the lever and having initially accepted the benefits of the steam pushing the piston), freezes up for some reason and does not reciprocate as expected and now refuses to push the piston back into the chamber? What happens is that the engine stops; everything grinds to a halt; and damages are created.

...Well, as we turn from a tangible setting where machinery is in motion, over to legal reasoning handed down from the Judiciary of the United States, no Principles ever change -- because when we turn to the Supreme Court rulings in hot political areas of so-called *draft protesting* and *tax protesting*, by the end of this Letter you will see the true meaning of *reciprocity*, and of the damages created by refusing to reciprocate when expected. Yes, often there are contracts invisible to the Defendant that actually control grievances in a Courtroom, and there is to be learned a true natural origin of contracts and of reciprocity; the origin lies not with American judges trying to create seemingly fictional legal justifications, but in *nature*, and actually in the mind of Heavenly Father who, as we will see, created what is now called *nature*. [[return](#)]

[2] *Conclusive Evidence* is deemed incontrovertible:

Because either the Law does not allow contradiction for some reason, or in the alternative, because the inherent nature of the Evidence is so strong and so convincing that it automatically overrules any other mitigating or vitiating Evidence that could possibly be presented.

Therefore it is deemed provident that *Conclusive Evidence*, all by itself, establishes the proposition that is sought at hand, beyond any reasonable or possibly legitimate doubt; this *Conclusive Evidence Rule* is very reasonable in many situations. [[return](#)]

[3] I am aware that the linguistic use of the word "King", as a moniker to characterize the combined Executive and Legislative branches of the United States is a bit novel, and I know that most folks would feel uncomfortable with it at first. Yet, despite the differential in comfort levels in the use of such semantics, I go right ahead and use this characterization anyway because its use, all by itself, enhances the important distinction between Common Law Jurisdiction and King's Equity Jurisdiction (which distinction is still very much in effect today), and makes this distinction much easier to understand; and additionally underscores the fact that the United States is stratified at Law into multiple jurisdictions to more tightly replicate the contours of Nature, and that the United States is not a single monolithic *slippery slope* slab of equity Civil Law (hybridized old Roman Civil Law). As the American colonies severed relations at Law with the Mother Crown, the jurisdiction conferred upon the United States by our Fathers was largely similar, in a structural sense, to that jurisdiction the King of England already had. But the idea of characterizing the combined Executive and Legislative Branches of the United States as a "King" may not even be mine. Imagine fictionally in your mind having lunch with your Dad and a Federal Appellate Judge in New York City. During this imaginary and purely fictional conversation, while the non-existent Judge is speaking on a criminal doctrine, he mentions the existence of a contemporary "King" here today in the United States, as if it were a very natural idea to him. A year later, you realize that relating the jurisdictional contours of

the United States to those contours which a King should have and not have, makes everything seem easy to understand. This is particularly so when relating a factual question of police powers limitation, or of a taxing limitation, to something tangible and natural like a King's expected jurisdictional contours. Additionally, a "King" also accurately reflects lingering English Jurisprudence here in the United States, and also reflects the present *King to Prince* satropic relational status of the United States Government to the several States, following the enactment of the *after ten* Amendments that shifted the *ratio decidendi* of power to Washington.
[\[return\]](#)

[4] The word *person* is of particular legal significance in American Jurisprudence; it is distinguished from the word *individual*, with the semantic differential in effect between the two being inherently Status oriented. Although sounding innocent under common English semantic rules, on the floor of a Courtroom these semantic rules take upon themselves deeper significance, as it is quietly known by all Judges that *persons* are clothed with multiple layers of juristic accoutrements giving that *person's* presence in that Courtroom a special and suggestive flavoring to it. On the one hand, *persons* have special legal rights, benefits, and privileges originating from a juristic source; and on the other hand, *persons* also carry upon themselves various obligatory duties (some of which, if not handled properly, can be very self-damaging at times) -- but both rights and duties are often invisible. In contrast to that layered state of juristic accoutrement encapsulation, *individuals* walk around without any such accoutrements [they would be "liberated" as the contemporary vernacular would characterize it]. As a point of beginning, *persons* can be either natural human beings like you and me, or artificial juristic entities (such as foreign governments, Corporations, Agencies, or Instrumentalities) and the like -- at least, here in 1985, those are the only two existing divisions of *persons* presently recognized by the Judiciary (i.e., human beings and paper juristic entities):

"Following many writers on jurisprudence, a juristic person may be defined as an entity that is subject to a right. There are good etymological grounds for such an inclusive neutral definition. The Latin "*persona*" originally referred to *dramatis Personae*, and in Roman Law the term was adapted to refer to anything that could act on either side of a legal dispute... In effect, in Roman legal tradition, *persons* are creations, artifacts, of the law itself, i.e., of the legislature that enacts the law, and are not considered to have, or only have incidentally, existence of any kind outside of the legal sphere. The law, on the Roman interpretation, is systematically ignorant of the biological status of its subjects." - Peter French in *The Corporation as a Moral Person*, 16 American Philosophical Quarterly 207, at 215 (1979).

But some time off in the future, the world will come to grips with the deeper meanings of Peter French's comments about how *persons are creations* and how the law is ignorant of the *biological status of it's subjects*, because common knowledge will be changing one day as the recombinant DNA cellular cultivation technology perfected in the late 1970s in special basement laboratories designed into the CIA's Langley offices by Nelson Rockefeller blossoms out one day into the Commercial Sector, and genetic replicas of humans are brought forth into the public domain. It is my legal Prophecy that it is only a matter of time before a Court ruling or some slice of *lex* makes its appearance somewhere, saying that the original natural born human being takes upon themselves full civil and criminal liability for all acts performed by their genetic replicas as soon as they emerge from the chemical tank, under the *alter ego* ["second self"] *doctrine*; and that those biological replicas (or *synthetic altometons*, as the Bolsheviks would say) will also be deemed at that time to be *persons*, fully layered with all

of the same juristic accoutrements that their natural born human sponsor possesses [or would have possessed under similar circumstances]. The use of look alikes, or *doubles*, has a very long history to them, particularly in dynastic settings where tremendous wealth is available for some looting; here in the United States of 1985, Bolshevik *synthetic altometons* have already produced marvelous results for their sponsors, in both family dynasty and political settings involving important positions held in Juristic Institutions. When common public knowledge of this technology actually will blossom out into the open, I do not know. When the Apostle John was exiled to the Isle of Patmos, he once wrote a story on events he had seen in a vision; John talks about how someday the world's Gremlins, continuing to incorporate deception into their *modus operandi* like they do, will make a big deal out of a man they will one day raise up for their purposes. Like the inflated, dramatic, and overzealous presentation of Henry Kissinger's intellectual credentials, this man will be shown on a much grander scale working great wonders going about the world ending one tough crisis after another, as the imp goes about his mischief trying to get folks to place trust and confidence in him (just like with Henry); and great political power and authority will be given to this imp. John describes a fellow who will bring down fire from Heaven, perform other great wonders, and then be fatally wounded. As part of the Gremlin deception show, this little imp will heal his own wounds and bring himself back from the dead. This little Gremlin won't actually heal his own wounds, as the world's news media will then want you to believe in furtherance of Gremlin conquests, but actually a *double* will be brought forth that will have been previously manufactured, while the body of the mortally wounded and double-crossed imp will be quietly disposed of out the back door; and at the present time, excellent genetic *doubles* are very feasible to manufacture. At the time the world's Gremlins pull off their impending *magnum opus* theatrics [meaning "great act" theatrics], John tells us that they will succeed in deceiving many people. Few people have in-depth factual knowledge on Gremlin movements, and so few folks have trained themselves to be able to think in terms that

Gremlins think in: Terms that involve deception, intrigue, and the use of doubles, murder, and whatever other *cranking* is necessary to get the job done. Like Tax Protestors never bothering to try and see things from the Judge's and the King's position, by folks never bothering to try and see things from the Gremlin perspective, the result is going to be exactly what John tells us: That many people will be held in awe of this little Gremlin, just like many people have already held Henry Kissinger in awe when they should have thrown him in the trash can, as the little Hitler the real Henry once was. As for bringing down fire from heaven and other *magnum opus* appearances that John talks about, the holographic technology to create multiple colored images is now also highly developed. Using a confluence of monochromatic radiation sources (lasers), impressive visual images can now be created in an air reception media (just like in *Star Wars*). The technically impressive show that the world's Gremlins will one day sponsor to try and impress people world wide -- *that their little imp is worth admiring* -- will actually have been rehearsed in a studio first, before being brought for on some world exhibition stage the Gremlins will create. [See the 13th chapter of *Revelation*].

One of the dominate themes of this Letter is *individual responsibility*, and correlative to that, it is my proposition that Gremlins can actually never succeed in forcing deception on others. The reason why is because deception has to be first created, then conveyed, and then accepted by others -- then only can deception succeed. Deception can only find fertility in a human mind to the extent that mind is receptive to it; similarly, in a sense, it actually takes two people to manufacture a successful lie: The first to utter the lie, and the second to accept it as such. [[return](#)]

[5] *Prima Facie Evidence* is Evidence that is good and sufficient on its face. *Prima Facie* differs from *Conclusive Evidence* in the sense that *Prima Facie Evidence* may be contradicted or attacked by other Evidence, whereas

Conclusive Evidence is not open to such an attack. If left unexplained or unchallenged, *Prima Facie Evidence* is deemed to be of sufficient merit to sustain a judgment in favor of the issue at hand that it is supporting. Both *Prima Facie* and *Conclusive Evidence* are Evidentiary Rules involving the use of *Conclusive Evidence*, which I will discuss later. [[return](#)]

[6] The *mens rea* is an evil state of mind that is necessarily inherent in all criminals as they knowingly go about their pre-planned work by intentionally damaging someone else.

"Criminal liability is normally based upon the concurrence of two factors, 'an evil-meaning mind and an evil-doing hand...' ...Few areas of criminal law pose more difficulty than the proper definition of the *mens rea* required for any particular crime. [Extended discussion then follows defining what the *mens rea* is and is not]." - *United States vs. Bailey*, [444 U.S. 394](#), at 402 (1979) [[return](#)]

[7] The *corpus delecti* is the hard evidentiary "body of the crime" that is supposed to exist on the record; it is related to *due process* in the sense that it ferrets out a unique form of error. Originated as a Common Law rule by judges in our old Mother England, the Britannic judiciary had been embarrassed by having consented to execute a man for murder, when the individual believed to have been murdered later returned to the village very much alive. As a corrective result, the judiciary then required that in all capital murder cases, the prosecuting Crown has the burden of adducing satisfactory evidence that the alleged victim is actually dead (separate from, and in addition to, other evidence that the accused is guilty.) Today, the *corpus delecti* rule is very much a correct *principle of nature* for those criminal prosecutions falling under Tort Law *indicia* (where no contract governs the grievance); but it lies largely in slumber. It could be a test of the factual setting for the presence of hard damages on the

criminal record, and as such would screen out illegitimate prosecutions where the Complainant never experienced any damages; but as our Father's Common Law has been replaced by contractual *lex*, this rule has largely faded away into atrophy. Should it ever be resuscitated, perhaps in the form of mandating Criminal Arraignment Magistrates to document either a contract or the twin Tort indicia of *mens rea/corpus delecti* on the record, as a condition for allowing the criminal prosecution to proceed on to Trial, such a procedural rule would automatically disable any Special Interest Group from succeeding in having their little penal Majoritarian *lex* forced on others in violation of both the *Republican Form of Government* clause of Article 4, and of *Principle of Nature* that replicate the thinking of Heavenly Father. All Special Interest Groups sponsored penal *lex* is always characterized by the absence of any contract or damages present in the factual setting that the defendant is being prosecuted for -- such as growing Marijuana in your backyard and gambling in your basement. There is a chilling story to be told some other time of the Special Interest Temperance sponsors of the Prohibition of the 1920's here in the United States and of their descendants, who today are heavily involved with drug smuggling, so called; as the criminalization of plants and plant derivatives that are in broad demand creates a *fabulous* Black Market to pursue Commercial enrichment in. [[return](#)]

[8] In a limited cognitive sense, I am also sympathetic to the position Dr. Albert Einstein was in when he first disseminated his *Theory of Relativity* in 1929 with qualifications, as he knew then that only a few people were in a position to come to grips with its contents:

"... his latest formal document -- the new "Field Theory" on the relations between gravitation and electromagnetism -- concerning which he himself declares it is absurd to waste time to try to elucidate it for the public because 'probably not more than a dozen or so men in the world could possibly understand it'."

- The *New York Times* ["Einstein Distracted by Public Curiosity; Seeks Hiding Place"], Page 1 (February 4, 1929). [[return](#)]

[9] *Consideration* is technically defined to be either a benefit or a detriment -- meaning that some operation of *Nature* out there in the practical setting took place.

"Under the common law of Missouri, Consideration sufficient to support a simple contract may consist either of a detriment to the Promisee, or a benefit to the Promisor." - *In Re Windle*, 653 F.2nd 328, at 331 (1981).

"The very essence of Consideration... is legal detriment that has been bargained for and exchanged for the promise... The two parties must have agreed and intended that the benefits each derived be the Consideration for a contract." - *Josephine Hoffa vs. Frank Fitzsimmons*, 499 F.Supp. 357, at 365 (1980).

This *Consideration Doctrine* -- this requirement that there must first be a practical operation of *Nature* prior to triggering the Law is very important, and applies across all factual settings, and not just on contracts, as I will explain by the end of this Letter. But for the purposes of this Letter, only the benefit slice of *Consideration* will be discussed. [[return](#)]

[10] Yes, the requirement for *Consideration* originated in the Heavens, but not so to lawyers, who begin their analysis of the Law by starting off in the wrong direction when assuming that men created the Law. Just like collegiate intellectual's conjecture that the organic history of technological innovations is the result of accidents, so too do lawyers skew their perceptions off into factually defective tangents:

"Bargain consideration was invented for the sake of bilateral agreements and then was extended to

unilateral agreements..." - Hugh Willis in *Rationale of Bargain in Consideration* in 27 *Georgetown Law Journal* 414, at 415 (1939).

The author then continues on with his dribblings. [[return](#)]

[11] See Charles Fried in *Contract as Promise* "Consideration" [Harvard University Press, Cambridge (1981)]. [[return](#)]

[12] For commentary in this area of *Consideration*, see:

- James Barr Ames in *Two Theories of Consideration*, 12 *Harvard Law Review* 515 (1899) [discussing the relationship between Consideration and both unilateral and bilateral contracts];
- Arthur Corbin in *The Effects of Options on Consideration*, 34 *Yale Law Journal* 571 (1925);
- Arthur Corbin in *Non-Binding Promises as Consideration*, 26 *Columbia Law Review* 550 (1926);
- Joseph Beale in *Notes on Consideration*, 17 *Harvard Law Review* 71 (1903);
- Melvin Eisenberg in *The Principles of Consideration*, 67 *Cornell Law Review* 640 (1982);
- Samuel Williston in *Successive Promise of the Same Performance*, 5 *Harvard Law Review* 27 (1894). Samuel Williston authored several tremendous books on contract law called:

1. *Willston on Contracts*, [Baker & Voorhis, New York (1936-1945) 9 volumes];

2. *Cases on Engineering Contracts* ("engineering" meaning "drafting" contracts), [Little Brown, Boston (1904)];

3. *Restatement of the Law on Contracts* [American Law Institute, St. Paul

(1932)]. [[return](#)]

[13] "In most actions upon contracts, the Consideration 'moved' directly from the Plaintiff to the Defendant, either by way of a benefit conferred or a loss sustained, or both, and the promise sued upon was made by the Defendant directly to the Plaintiff. But occasionally the whole Consideration arises between the Defendant and some third person other than the Plaintiff, and the promise is made to such [third] person alone; and the question arises, 'Can any other person than the promisee maintain an action upon such promise, solely because he is beneficially interested in its performance?' Many cases seem to hold that he can. Is that a universal or general rule? Is not the general rule the other way? If A sends a package to B by an expressman and pays him double price upon his promise to deliver the article promptly, can B recover damages for the carrier's non-performance of that contract? ...A perfect, well-rounded contract requires not only a promise and a Consideration, but a participation by each party in both of these elements..." - Edward Bennett in *Considerations Moving From Third Persons* in 9 Harvard Law Review 233, at 233 (1895).

As we change settings from a common everyday Commercial arrangement where merchandise is being transported back and forth, over to a juristic setting involving contracts with Government, nothing changes either -- as Consideration is deemed to have been exchanged based upon an operation of indirect third persons not a party to the contract [as I will discuss under the *Citizenship Contract* later on]. [[return](#)]

[14] "The term *Consideration* has been used in so many senses that anyone who employs it must define it for his own purposes anew. In using it as a title, I mean to include thereunder all acts or omissions on the part of anyone other than the promissor which, taken in connection with the promise, may be thought to afford a reason for granting a legal remedy upon its breach. So stated, the question whether Consideration exists in any given instance depends not on the character of the particular

act relied upon as Consideration, but on its relation to the parties, to the promise, and to the particular remedy which is sought." - George Gardner in *An Inquiry Into the Principles of Law of Contracts*, 46 Harvard Law Review 1, at 9 (1932).

In the typical case of a simple business contract these relationships that Gardner was referring to appear to be complex at first (as George Gardner did not elucidate himself very well in that article), but they are based on very simple *Principles of Nature* everyone can understand; and when understanding these Consideration rules, the indicia of Nature which creates invisible contracts will also surface and become apparent. For example, let's say that A promises to B that if B will ship him a farm reaper, then A will pay to B \$500 ten days after it is shipped. Fine. B ships the reaper, thus bring the element of Consideration into the factual setting, and so now an invisible contract is formed: How? Since it was necessary to promise \$500 as an inducement to B to ship the reaper, it is reasonably inferred that B experienced an outgoing *determent* of something around \$500. But as for A, he accepted a benefit (the reaper) that B first offered conditionally -- and when practical benefits were accepted by you that someone else offered conditionally (here, the benefit was conditioned upon receipt of \$500 within ten days), then an invisible contract is in effect; and contracts do not now, and never did, have to be stated in writing in order to be enforceable by American Judges.

[The reaper sale is explained in *Port Huron Machine Company vs. Wohlers*, 207 Iowa 826 (1929)]. [[return](#)]

[15] Even though no tangible *Consideration* changed hands when this successive contract was executed, the original contract did trigger an exchange of *Consideration*, and so in a sense, other successive future contracts could be deemed *addendums* to the original contract, obtaining their life from the *Consideration* the parent contract experienced. See:

- C.C. Langdell in *Mutual Promises as a Consideration*

- *for Each Other* in 14 Harvard Law Review 496 (1900);
- Samuel Williston in *Succesive Promise of the Same Performance* in 8 Harvard Law Review 27 (1894);
- Ballantine in *Mutuality and Consideration* in 28 Harvard Law Review 121 (1914);
- *Oliphant* in *Mutuality of Obligation in Bilateral Contracts at Law* in 25 Columbia Law Review 705 (1925);
- Samuel Williston in *The Effect of One Void Promise in a Bilateral Agreement* in 25 Columbia Law Review 857 (1925);
- Corbin in *Non-Binding Promises as Consideration* in 26 Columbia Law Review 550 (1926). [[return](#)]

[16] Fraud vitiates the juristic vitality and destroys the legal validity of everything that it enters into:

"Fraud destroys the validity of everything into which it enters. It affects fatally even the most solemn judgments and decrees." - *Ira Nudd vs George Burrows*, 91 U.S. 426, at 440 (1875).

"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments. There is no question that many rights originally founded in fraud become -- by lapse of time... no longer open to inquiry in the usual and ordinary method." - *United States vs. Sam Throckmorton*, 98 U.S. 61, at 64 (1878).

Notice how the lack of timeliness impairs one's ability to invoke this *Doctrine of Fraud* and successfully have contracts, documents, etc. annulled where fraud has surfaced as an element; and as we change arguments, the Principle of Timeliness (Laches) does not change, so the importance of handling *Failure of Consideration* in a timely manner as a defense line will also surface as a key important judicial indicia in deciding whether or not to award a *Failure of Consideration* judgment in your favor.

[\[return\]](#)

[17] In the early 1970's, a business called Erika Incorporated had been the recipient of a train of money originating from medical claims filed with University Hospital in Birmingham, Alabama for the Blue Cross "C-Plus" payment plan. Blue Cross had been sending the money to University Hospital, who in turn sent the money to Erika. But in the Summer of 1975, University Hospital decided to terminate relations with Erika, and so Blue Cross then started paying its subscribers directly for services rendered by Erika. Now Erika had to go through the nuisance of trying to collect money from some distant patients; this was an expensive procedure, and necessarily generated administrative headaches; and so now Erika tried to get set up with Blue Cross directly as a *provider*, now that University Hospital stopped paying Erika. In a preliminary attempt to get paid directly from Blue Cross, Erika presented some *assignments* that its customers had signed, instructing Blue Cross to pay Erika directly, but Blue Cross erected some administrative impediments. Later, Erika then asked Blue Cross for a *provider number* to return to a relationship where they get paid directly from Blue Cross, but Blue Cross refused to issue out such a *provider number*. So in the Summer of 1975, numerous letters were going back and forth between the corporate management of Erika and Blue Cross. The letters seem to indicate that Blue Cross deemed that a *provider number* for Erika really was not necessary, and that special checks could be issued out to Erika in circumvention of house rules, but things never worked out for Erika. Circumstances came to pass later where Erika is unhappy over the loss of revenue, so Erika started an action in Federal District Court, now claiming that the letters from Blue Cross stating possible circumvention of *provider number* was an offer to a contract which Erika later accepted, and therefore a contract was in effect. The Federal Judge ruled that an exchange of letters is not a contract, and that all of the offers and acceptances stated in such letters means nothing -- since *no Consideration ever changed hands*:

"Even if the exchange of letters can somehow be construed as containing essential elements of the agreement, no contract was formed because there was no Consideration. Consideration for a promise is an act, a forbearance, or the creation, modification or destruction of a legal relation, or a return promise, bargained for and given in exchange for the promise. [Remember that *Consideration* is a hard practical operation of Nature taking place.] ... In the instant case, there was no Consideration to Blue Cross from Erika for any promise made by Blue Cross. Although legal detriment to the promisee is a valid Consideration as a benefit to the promisor, ... that Consideration must be bargained for, and in the instant case there is no evidence that the action of Erika in submitting bills in the form and manner set forth by Blue Cross and refraining from sending such bills to Blue Cross' subscribers was in any way bargained for. The Court finds that the exchange of correspondence did not form a contractual obligation on the part of Blue Cross to pay the money directly to Erika." - *Erika, Inc. vs. Blue Cross*, 496 F.Supp. 786, at 788 (1980).

I simplified the factual setting on this Case, but the essential factual elements relating to the promises written on paper, without any correlative operation of Nature (*Consideration*) is largely accurate. Here in *Erika*, just like Tax Protestors throwing Temporary Restraining Order Petitions at a new Employer, one party lost no time barreling into Federal Court demanding some perceived rights. And as is very often the case, as happened here, a third party intervenes into the factual setting [here Blue Cross], and for reasons the complaining party had little control over, damages are being experienced. With Tax Protestors, the third party intervening into their factual setting by preemptively grabbing their earnings is the IRS. By the end of this Letter, you should see quite clearly that the Law now continues to operate out in the

practical setting where it always has operated before recent technological developments like paper, pens, and the like, and even general public literacy, which surfaced generally as late as the 1300's to 1600's. The Law does not operate on paper [whenever the Law is based on *Nature*]; what is written on paper is merely a *statement of the law*. Importantly, I hope you should see why. [[return](#)]

[18] For a presentation of the history of the bifurcation of Law into Tort and Contract going back into 1200 A.D., see C.H.S. Fifoot in *History and Sources of the Common Law, Tort and Contract*; [Stevens and Sons, London (1949)]. [[return](#)]

[19] Before 1933, it was common practice in the United States for various contracts to contain covenants stating that a sum set certain would be paid in Gold Coin, and so these special covenants were then called *Gold Clauses*. They would read something to the effect that "... will pay (amount) dollars in gold coin of the United States of the standard weight and fineness existing on (date of contract)..." In this way, creditors protected themselves from losses due to Government creating a monetary change in currency value. When a Joint Resolution of Congress in June of 1933 [31 U.S.C. 463] explicitly abrogated the judicial enforcement of these *Gold Clauses* in Commercial contracts, there was the usual Patriot howling, claiming that worn out Patriot argument of *unconstitutionality*; some lingering residues of which continue on down to the present time. However, long ago in the early 1800's, an American jurist with great foresight, who understood the correct relational status in effect between *commercial* contracts and the Constitution, had a few words to say about this state of affairs:

"Nay, if the legislature should pass a law declaring, that all future contracts might be discharged by a tender of any thing, or things, besides gold and silver, there would be a great difficulty in affirming them to be unconstitutional; since it would become part of

the stipulations of the contract." - Joseph Story in *III Commentary on the Constitution* at 248 ["Prohibitions - Contracts"] (Cambridge, 1833).

By the end of this Letter, you too should see why *Commercial* contracts are born, live and then die, in their own strata, without the Constitution offering any significant restraint on Legislative intervention. See generally:

- *The Gold Clause*, [294 U.S. 240](#) (1934);
- Barry, *Gold*, 20 *Virginia Law Review* 263 (1934);
- Phanor Eder, *The Gold Clause Cases in Light of History*, 23 *George Washington Law Review* [Part 1 at Page 369 (Basic concepts of money); and Part 2 starts at Page 722 ("Debasement, Devaluation and Depreciation")] (1934);
- Russell Post and Charles Willard, *The Power of Congress to Nullify Gold Clauses*, 46 *Harvard Law Review* 1225 (1933); and others mentioned elsewhere in this Letter.

Although it seems momentarily pleasing to ventilate Patriot frustrations by throwing invectives at the spineless Congress for their successive continuum of enacting Rockefeller Special Interest Group legislation with the national damages created secondarily in their wake, by the end of this Letter, the true remedy will be found lying within yourself. [[return](#)]

[20] Quasi-contracts are just contracts. Sir Henry Maine showed the use of the adjunct *quasi* in such Roman expressions as quasi-contract (*quasi ex contractu*), but it is just an assignment of superfluous terminology. See a review of William Keeton's book called *Quasi-Contracts* by Everett Abbott in 10 *Harvard Law Review* 209 (1896). [[return](#)]

[21]

"A tort is a breach of duty (other than contractual duty) which gives rise to an action for damages. That is, obviously, a merely procedural definition, of no value to the layman. The latter wants to know the nature of those breaches of duty which give rise to an action for damages. To put it briefly, there is no English Law of Tort; there is merely an English Law of Torts, i.e., a list of acts and omissions which, in certain conditions, are actionable. Any attempt to generalize further, however interesting from a speculative standpoint, would be profoundly unsafe as a practical guide." - Miles, *Digest of English Civil Law*, Book II, Page xiv (1910).

This pitiful line of reasoning and of poorly presented facts without any guidance Principles, is what collegiate law students are taught, so we should not be too surprised to start uncovering damages that lawyers have done to our Father's Law. [[return](#)]

[22] "...it is a distinguishing characteristic of Torts that the duties from the violation of which they result are creatures of the law and not of peculiar agreements. As contractual duties properly have their origin in, and derive their vitality from, the assent of the parties, a breach of such duties only does not constitute a Tort." - 62 *Corpus Juris* 1091, at 1092, Section 2. [See also 86 *Corpus Juris Secundum* under "Torts -- Definition, Distinctions, and History"; 86 *Corpus Juris Secundum*, Section 2 also discusses "Torts -- Distinction From, and Relation To, Contract"]. [[return](#)]

[23] And they have been poorly writing cases, statutes and memoranda for a very long time:

"The law of Edward I's reign draws no clear line between tort and contract." - Sir William Holdsworth in Volume II, *A History of English Law*, at 369 [London (1936); 18 Volumes].

But they should not have been baffled; back in the early English days of King Henry, strategies for bringing actions into court under either Tort or Contract was being fluently discussed back then:

"[While discussing the beginnings of *assumpsit* (*assumpsit* was a court action to recover from breach of contract on simple unwritten contracts)] ...The King's Court was not very fond of contract, but it showed some interest in tort, and it is in the action of trespass that the quickest progress was made. ...The debate [back in the 1300's] makes it clear that all parties recognized that the situation was fundamentally contractual, and that it was being forced into the form of tort simply because the action of covenant could be brought only upon deed upon seal. In this particular instance, the contrast with trespass is well made, and the case is left, procedurally, at least, as a case of negligent damage to a chattel. But it must not be imagined that this is the story of the slow dawn of the idea of contract in the minds of common lawyers. They knew quite well [back then] what a covenant was, but they deliberately resorted to juggling with [the tort of] trespass because they felt unable to sustain an action of covenant without a deed." - Theodore Pluckett in *History of the Common Law*, Page 637 [Little Brown Publishers, Boston (1956); 5th Edition].

Today in 1985, lawyers will still juggle their arguments around, trying to find the most advantageous position for their client; and so applicability of Tort Law or Contract Law is still being argued down to the present day. [[return](#)]

[24] Even prominent American jurists have had difficulty coming to grips with the simple ideas of Tort and Contract:

"But it must be remembered that the distinction

between tort and breaches of contract, and especially between the remedies for the two, is not found ready made. It is conceivable that a procedure adapted to redress for violence was extended to other cases as they arose." - Oliver W. Holmes in *The Common Law*, at 13 [Little Brown, Boston (1881)]. [[return](#)]

[25] "The definition of a tort may be said to have baffled the text-book writers not so much on account of the inherent difficulty of the conception as because of the implication of the conception in questions of jurisdiction. ...Perhaps none of the text-books succeeds in introducing all of these limitations into its definition." - Lee, *Torts and Delicts*, 27 Yale Law Journal 721, at 723 (1918). [[return](#)]

[26] For a discussion of the recent recognition of Tort Law by lawyers, see generally, *Prosser and Keeton on Torts*, Page 1 [West Publishing (1984)]. By the time you have finished this Letter, you will see that Tort Law has been in effect long before this World ever came into existence, and long before para-legals masquerading as professionals created a privately shared monopoly, the Bar Association, in which to artificially limit new entrants and quietly pursue enhanced Commercial self-enrichment. The fact that Tort Law has only recently been recognized in American Jurisprudence since the late 1800's does not mean that Tort Law did not exist prior to such recognition -- it only means that lawyers were groping in the dark back then [and not that things have really changed that much]. [[return](#)]

[27] 5 *American Law Review* 341 (1871). [Violating a premier *Principle of Nature* with the baneful and stupid conclusion that factual ignorance is beneficial to you.] [[return](#)]

[28] Mr. Bishop was told that:

"... if the book were written by the most

eminent and prominent author that ever lived, not a dozen copies a year would be sold." - Joel Bishop in *Non-Contract Law*, Page 2 (1889). [[return](#)]

[29] See *Roman Law and Common Law*, at Page 18, by W.W. Buckland [Cambridge University Press (1936)]. [[return](#)]

[30] This means that if you had asked me to burn down your house, you would be unsuccessful if you later tried to sue me for Tort damages -- because you had *consented*. As for bringing down a baseball bat on you, what we have here is an assault, and it is necessary to argue *consent* when assault is alleged. However, the *state of mind* of the actor in assault Tort proceedings is of interest to judges for other deeper reasons [because the *state of mind* is a behavioral point of beginning and leads to other things]:

"As to assault, this is, perhaps, one of the kind in which the insult is more to be considered than the actual damages, though no great bodily pain is suffered by a blow on the palm of the hand, or the skirt of the coat, yet these are clearly within the legal definition of assault and battery, and among gentlemen too often induce duelling and terminate in murder."
- *Respublica vs. Delongchamps*, 1 Dallas 111, at 114 (1784). [[return](#)]

[31] Smith, *Torts Without Particular Names*, 69 University of Pennsylvania Law Review 91 (1921). [[return](#)]

[32] See writers like:

- Radin in *A Speculative Inquiry in the Nature of Torts*, 21 Texas Law Review 697 (1943);
- Stone in *Touchstones of Tort Liability*, 2 Stanford Law Review 259 (1950);
- Seavey in *Cognitions on Torts* (1954) [[return](#)]

[33] See:

- Section 2, subsection 3, by Salmond, *Law on Torts*, 7th Edition (1928);
 - Goodhart, *The Foundation of Tortious Liability*, 2 *Modern Law Review* 1 (1938);
 - Williams, *The Foundation of Tortious Liability*, 7 *Cambridge Law Journal* 111 (1938);
 - James, *Tort Law in Midstream: Its Challenge to the Judicial Process*, 8 *Buffalo Law Review* 315 (1959).
- [[return](#)]

[34] "Never did a Name so obstruct a true understanding of the Thing. To such a plight has it brought us that a favorite mode of defining a Tort is to declare merely that it is not a Contract. As if a man were to define Chemistry by pointing out that it is not Physics or Mathematics." - Wigmore, *Select Cases on the Law of Torts*, page vii (1912). [[return](#)]

[35] For example:

"If I employ a piano tuner to tune my piano and he does it badly, in fact does not really tune it, I have a claim for recovery of what I may have paid, and for damages for breach of contract, and I can resist action on the contract if I have not paid. But there is no question of tort: The duty broken was created by the contract. If, however, he not only fails to tune the piano, but in the course of his operations breaks some of the hammers, the case is altered. If he breaks the hammers negligently, I can sue him for the damage either in contract or in tort; if intentionally, then I can sue him in tort or (probably) in contract." - W.W. Buckland in *Roman Law and Common Law*, ["Tort and Contract"] at page 273 [Cambridge University Press (1936)]. [[return](#)]

[36] In response to grievances arising out of fractured

and insufficient contracts, judges sometimes create legal fictions to deal with these voids that the particular contracts were silent on; such fictions are the *Doctrine of Implied Conditions* and the *Doctrine of Presumed Intent* [see Farnsworth in *Disputes over Omission in Contract*, 68 *Columbia Law Review* 860 (1968)]. Since the contract does not specify rights and duties, a limited slice of Tort Law reasoning enters into the Court's judgment, and so now Tort questions of *Fairness* are then entertained by the Judge, under these special limited circumstances (but remember, Judges are merely filling voids that were left unsaid by the contract -- so there is no derogation of our Father's Law when such limited slices Tort are allowed to intervene into what started out as a Contract Law grievance).

In other cases, sometimes there are unallocated benefits or losses coming out of contracts, because quite frequently the contract did not provide for them [see Schwartz in *Sales Law and Inflation*, 50 *Southern California Law Review* 1, at 8 to 10 (1976), discussing that if the parties have assumed the risk of inflation within certain boundaries, then the consequences of inflation experienced outside the specified boundaries of the contract is to be distributed pursuant to the *fairness* of judicial discretion]. Since the contract is silent on the effect of high inflation occurring outside of its boundaries, Tort Law reasoning of fairness and unfairness is then allowed to properly enter into the picture for this limited reason. Another area of Tort Law reasoning making its appearance to fill areas of voids in contracts comes when contract grievances are brought into Courts arguing that the *Uniform Commercial Code* Section 2-615 now allows them to weasel out of their contract for some reason [see Hurst in *Freedom of Contract in an Unstable Economy: Judicial Reallocation of Contractual Risks Under UCC 2-615* in 54 *North Carolina Law Review* 545 (1976)]. UCC Section 2-615 ["Excuse By Failure of Presupposed Conditions"] allows parties in contracts to try and weasel their way out of the contract because some excusable circumstances came to pass; when such a contract termination is presented before a Judge, factors

considered in the Judge's mind also center largely around Tort Law arguments of fairness -- but only because the contract is silent, and where contracts are silent, Contract Law yields to Tort Law arguments of fairness and unfairness [see *Fairness and Utility in Tort Theory* by George Fletcher, 85 Harvard Law Review 537 (1972)].
[[return](#)]

[37] 770 F.2d 7 (1985). [[return](#)]

[38] Meaning that some merchandise was first purchased under contract, and then evidence of a manufacturing defect surfaced later on, so now Tort Law claims were thrown back at the manufacturer (claims for damages can be enlarged under Tort Law, since Tort Law is a free-wheeling jurisdiction; claims for damages under Contract Law are restricted to the content of the contract, as in *Breach of Contract*). [[return](#)]

[39] *Butler vs. Pittway Corporation*, id., at 9. [[return](#)]

[40] Other summary articles discussing the necessary distinctions in effect between Tort and Contract are:

- *The Past of Promise* by E.A. Farnsworth, 69 Columbia Law Review 576;
- *Contract Damages* by W.R. Purdue, 46 Yale Law Journal 52 to 96 (1936-37). [[return](#)]

[41] Unfairness, and all of its correlative arguments, are Tort Law arguments and have no place whatsoever in the settlement of grievances falling under Contract Law Jurisprudence:

"Since the relationship between the United States and petitioner is based on commercial contract, there is no basis for a claim of unfairness in this result." - *Stencel Aero vs. United States*, [431 U.S. 666](#), at 674 (1976).

Commentators have pointed out the fact that Tort Law is primarily fairness oriented. See:

- Epstein in *Defenses and Subsequent Pleas in a System of Strict Liability*, 3 *Journal of Legal Studies* 165 (1974);
 - Epstein in *A Theory of Strict Liability* in 2 *Journal of Legal Studies* 151 (1971);
 - James Henderson in *Process Constraints in Tort*, 67 *Cornell Law Review* 901 (1982).
- [[return](#)]

[42] Questions of *Fairness and Unfairness* are questions reserved for grievances that fall under Tort -- a concept commentators note over and over again:

"...Tort theory has served to explain and to justify the changing notions of fairness... that are captured by the kaleidoscope of tortious events." - William Rodgers in *Negligence Reconsidered: The Role of Rationality in Tort Theory*, 54 *Southern California Law Review* 1, at 1 (November, 1980).

When contracts are in effect, questions of fairness are not relevant -- because only the content of the contract is relevant. [[return](#)]

[43] The case I am referring to is *Kelly vs. Donald Gwinell*, 476 A.2nd 1219 (1984). For Commentary, see:

- Paul Verardi in *Social Host Liability*, 23 *Duquesne Law Review* 1307 (1985);
- Maura Mahon in *Imposing Third Party Liability on Social Hosts*, in 5 *Pace Law Review* 809 (1985);
- Case Notes in *Torts - Negligence -- social hosts who serve liquor to a visibly intoxicated adult guest, knowing thereafter the guest will drive and automobile may be held liable*, in 89 *Dickerson Law Review* 537 (1985).

As the ripple effect of Tort Law liability attachment ascends up the ladder to reach third persons seemingly not involved with the heated grievance, then so too do distant and removed Employers get held for similar attachments of Tort liability, just like Social Hosts [see Mark Gutis in *Expanding Third Party Liability for Failure to Control the Intoxicated Employee Who Drives*, 18 Connecticut Law Review 155 (1985); the Case Mark Gutis refers to in his Law Review article is *Otis Engineering Corporation vs. Clark*, 668 S.W.2d 307 (Texas, 1983)]. This legal reasoning is largely just an extension of the liability that has always been in place regarding the liability of the Principle for the Torts of his Agents, when those Torts were done without the knowledge or authority of the Principle [see William Vance in *Liability for the Unauthorized Torts of Agents* in 4 Michigan Law Review 199 (1904)]. [[return](#)]

[44] If a music store sold you a piano and agreed to have it delivered before 6pm tonight, and the piano does not get delivered when you need it, do you think you can ask for simple breach of contract damages, plus compound the requested damages relief asked for in a Court to compensate you for the *psychic injuries* that you experienced because of the embarrassment and humiliation you suffered before the eyes of your party guests that evening, as the partying went on without that piano being there? Such a request for equitable relief in your Complaint for Breach of Contract is patently ridiculous -- however, you need to know why: Because when contracts are in effect (the purchase and correlative expected delivery of the piano was very much a contract), then only the content of the contract will be addressed and considered by the Judge when a grievance arises. If you want to get supplemental secondary damages (called *consequential damages* by lawyers) because of the lack of timeliness in the delivery of the piano, then you need to get the other party to agree to pay such damages on their default, in advance, within the body of the contract; then a Court can address your claims of secondary damages [because then your claim falls within the content of the contract]. The question of demanding something as indefinite, vague and

arbitrary as *psychic damages* is a question that belongs in the free-wheeling world of Tort Law, where such indefinite questions of fairness and unfairness have their home:

"The primary root of legal liability through psychic causes can be traced back to the year 1349 to a tort action which recognized a liability for assault without [any] physical touching under the *Writ of Trespass*." - Harold McNiece in *Psychic Injury and Tort Liability in New York*, 24 Saint John's Law Review 1, at 3 (1949).

Harold McNiece then spends the rest of the article talking about the difficulty a court has in assigning a set sum of money as relief compensation for something as vague and indefinite as perceived *psychic damages*:

"The problem of tort liability where a mental injury is involved has troubled the courts for a great many years, and even at present no consistent pattern of liability rules exist. When injuries and causes of injuries leave the realm of the tangible world and enter the uncharted areas of the mind, courts understandably have difficulty in establishing principles of law calculated to assure substantial justice. In the psychic injury field, Mr. Justice Douglas' observation, though made in another connection, seems to be of peculiar pertinence:

"But there are few areas of the law in black and white. The grays are dominant and even among them the shades are innumerable. For the eternal problem of the law is one of making accommodations between conflicting interests. This is why most legal problems end as questions of degree [quoted from *Estin vs. Estin*, [334 U.S. 541](#), at 545 (1948)]." - Harold McNiece, *id.*, at 1.

By the end of this Letter, you will see very well the real deep reasons why the bifurcation of our Father's Law into Tort and Contract is an important *Principle of Nature* that originated -- not with "some Commie Federal Judge throwin' Patriots in jail" -- but in the mind of Heavenly Father who created that abstraction Judges now call *Nature*.

[\[return\]](#)

[45] This is a contributing reason why it is so difficult for people to get Title 42, Section [1983](#) Civil Rights relief, unless both hard damages and special circumstances are present in the factual setting, because under normal circumstances, the Sheriff is largely immune from further retort since he operates in the retort cycle of Justice. [But that is another Letter.] In order for a Federal Civil Rights Case to prevail, the elements of unjustified, exceptional, and pathetic circumstances must be present in the factual setting to trigger Federal relief -- and then when the relief is granted, the Judiciary is really not interested in enriching you as much as they are interested in awarding damage money to preventively restrain the recurrence of unreasonable police Tortfeasance in the future:

"Remedies for constitutional wrongs, like other legal remedies, chiefly involve measures either to prevent or terminate the wrong or to redress the harm caused by past unconstitutional [police] conduct." - Professor Sager, as quoted by Bruce Miller in *Inderinclusive Statutes*, 20 Harvard Civil Rights -- Civil Liberties Law Review 79, at 112 [footnote 145] (1985). [\[return\]](#)

[46] Yes, we very much have a Heavenly Father:

"If our Father and God should be disposed to walk through one of these aisles, we should not know of him from one of the congregation. You would see a man, and that is all you would know about Him; you would merely know Him as a stranger from some neighboring city or country.

This is the character of Him who we worship and acknowledge as our Father and God... He is our Heavenly Father..." - Brigham Young, President of the Mormon Church, in remarks delivered in the Tabernacle, Salt Lake City, January 8, 1865. 11 *Journal of Discourses* 39, at 40 [London (1867)].

And we are quite similar to our Father in many ways:

"If we believe there is any truth in the writings of Moses, the Patriarchs, Prophets and Apostles, and the teachings of Jesus, if we would indeed be consistent Christians and receive the writings of the fathers, and believe what was said unto them, we must believe that man is made in the image of God, and consequently that we are of the species of the gods. However child-like and feeble we are in this condition of mortality, we are nevertheless descended from the gods, made in their image and after their likeness." - Erastus Snow, in a discourse in Salt Lake City, January 20, 1878; 19 *Journal of Discourses* 322, at 323 [London (1878)].

[The *Journal of Discourses* is a large collection of instructional pronouncements by early Mormon Church authorities that was published over a number of years in London, England. This Letter contains many quotations from the *Journal*, and since these are transcripts of speakers, I made nominal changes in punctuation, capitalization, and spelling that I deemed provident under the circumstances; in so doing, there was no derogation of the original idea and meaning expressed by the speaker. Please check original citations before re quoting.] [[return](#)]

[47] "I will go back to the beginning, before the world was, to show what kind of a being God is... God himself was once as we are now, and is an exalted Man, and sits enthroned in yonder Heavens. That is the great secret. If the veil was rent today, and the great God who holds this

world in its orbit, and who upholds all worlds and all things by his power, was to make himself visible -- I say, if you were to see him today, you would see him like a man in form -- like yourselves, in all the person, image, and very form as a man; for Adam was created in the very fashion, image, and likeness of God, and received instructions from, and walked, talked, and conversed with him, as one man talks and converses with another. ...God himself, the Father of us all, dwelt on an Earth the same as Jesus Christ himself did. [Our Heavenly Father when through his Second Estate with his Father and has his Father to answer to, and so on back up the line]." - Joseph Smith, President of the Mormon Church, in remarks delivered at a Conference in Nauvoo, Illinois, on April 6, 1844; 6 *Journal of Discourses* 1, at 3 [London (1859)].
[\[return\]](#)

[48] "The whole object of the creation of this world is to exalt the intelligences that are placed on it, that they may live, endure, and increase for ever and ever...

"The lord created you and me for the purpose of becoming Gods like himself; [and this will happen after] we have been proved in our present capacity, and have been faithful in all things he puts into our possession [namely Contracts]...

"Mankind [is] organized of elements designed to endure to all eternity; it never had a beginning, and never can have an end. There never was a time when this matter [our Spirits], of which you and I are composed, was not in existence, and there never can be a time when it will pass out of existence; it cannot be annihilated. [This matter] is brought together, organized, and capacitated to receive knowledge and intelligence, to be enthroned in glory, to be made angels, Gods -- beings who will hold control over the elements and have power by their word to command the creation and redemption of worlds, or to extinguish suns by

their breath, and disorganize worlds, hurling back into their chaotic state. This is what you and I are created for... We are organized for the express purpose of controlling the elements, of organizing and disorganizing, of ruling over kingdoms, principalities, and powers..." -

Brigham Young in multiple discourses; 7 *Journal of Discourses* 290; 3 *Journal of Discourses* 93; and 3 *Journal of Discourses* 356 (1856 to 1860).

So much for those collegiate *intelligentsia* clowns, propagating intricate theories of evolution on American campuses; like Tax Protestors flirting with Tort Law rationalizations in summary Contract enforcement proceedings, the individuals damaged by intellectuals with their factual error are largely themselves (as others can only be damaged by deception to the extent that such a deceptive skew is wanted and accepted). And this remains true even though a large number of people, and even Congressmen, support Tax Protestors; and a large number of people with impressive worldly credentials also support evolution (after all, "It's been accepted as scientific fact"). Yes, factual verities do march on independent of any acceptance, rejection, or comprehension of them by anyone.

...The word *intelligentsia*, of a Russian origin, has spread world wide, and means generally those members of the educated class or informed people who were criticizing institutions and pushing theories around. In Russia, there were philosophically illicit political overtones semantically associated with the characterization *intelligentsia*:

"The concept of *intelligentsia* must not be confused with the notion of *intellectuals*. Its members thought of themselves as united by something more than mere interest in ideas; they conceived of themselves as being a dedicated order, almost a secular priesthood, devoted to the spreading of a specific attitude to life,

something like a gospel. ...they invented social criticism." - Isiah Berlin in *Russian Thinkers* ["Birth of the Russian Intelligentsia"], at 117 [Viking Press, New York (1978); sentences quoted out of order]

For our purposes, a member of the American *intelligentsia* is also an *intellectual*, bristling with theories, who pushes and propagates popular theorems and notions they believe that the world wants to hear, while tossing aside countermanding factual information that negates the theory's veracity. Occasionally, I will throw a spicy little invective at *intelligentsia intellectuals* by supplementally characterizing them as *clowns* -- a somewhat strong characterization, but nevertheless appropriate when used. Gremlins, too, have also found the use of this word attractive:

"Fahun, the foreign minister, had been adamant, but now Sadat overruled both Fahun and himself -- and accepted Henry Kissinger's proposition... it was at that moment that Kissinger decided he was dealing, not with a clown, but with a statesman." - "How Henry Kissinger Did It," an advertisement in *Foreign Affairs Magazine*, page A29 [Council on Foreign Relations, New York (April, 1976)].

Due to the strong contrasting semantic differential *clowns* creates, it neatly wraps up into one word what would have been several paragraphs of negative commentary discussing the absence of both competence and intellectual prowess. [[return](#)]

[49] In such administrative enforcement proceedings under grievances arising out of privileges and contracts that Congress created, Federal Judges are acting *Ministerially* as a Legislative Court, functioning as an extension of the agency for the King, and not *Judicially* as an Article III Court acting like neutral and disinterested Referees calling the shots as umpires between adversaries; and so

some steps taken by the Judge acting *Ministerially*, to shorten the proceedings or otherwise silence the Defendant when irrelevant subject matter is being discussed, are largely non-reversible on appeal. In *Northern Pipeline vs. Marathon Pipeline* [[458 U.S. 50](#) (1982)], the Supreme Court ruled that Congress can create non-Article III *Legislative Courts* in three areas: Territorial Courts, Military Courts Martial, and in disputes involving privileges that Congress created in the first place [*Marathon*, *id.*, at pages 64 et seq.]. Participating in that closed private domain of King's Commerce is very much accepting and benefiting from a privilege created by Congress. [[return](#)]

[50] Throughout this Letter, the word *Tort* is a multiple entente, and may mean either its general public semantic understanding of just plain damages, or of Tort Law Jurisprudence which generally circulates around both damages as a center of gravity and correlative retort immunization reasoning. [[return](#)]

[51] The word *genius* is deemed by some to be a strong characterization whose presentment should be sparingly used.

"Genius is a word that ought to be reserved for the rarest of gifts." - Justice Felix Frankfurter, in *Marconi Wireless vs. United States*, [320 U.S. 1](#), at 62 (1942).

On the day President Nixon announced on behalf of Nelson Rockefeller that Warren Burger was going to be nominated to be the new Chief Justice of the United States, President Nixon stated that in filling vacancies on the Supreme Court, he would look for those judges who would follow in the tradition of Felix Frankfurter.

Question: Who is Felix Frankfurter?

Born in 1882 in Vienna, Austria, Felix Frankfurter emigrated to the United States with his family. Three

previous generations of European Frankfurters were Jewish rabbis; Felix's dad had studied for the rabbinate, but he pursued commercial interests here in the United States while his son Felix went to Harvard University to study Law. Felix stayed in Cambridge afterwards generally to teach Law, although he took short stints to New York City and Washington. Nominated to the United States Supreme Court by FDR in 1939, Felix Frankfurter was one of the most intellectually strong and intense, high-powered spirits that was ever brought forth into this Estate -- and I admire him so much for his impressive calibre. Merely reading his Supreme Court rulings is a stretching exercise in intellectual gymnastics, as he compressed a well-blended train of ideas into a single sentence and selected an organically enlarging succession of words and phrases to swirl around his justifications and elucidations on both peripheral ideas and concepts turning on a central axis. Yes, Felix Frankfurter was very much a man of great and tremendous ability, operating on a slice of rare gifted genius so exalted in stature that he left all others biting the dust behind him -- but here is where I stop throwing accolades at Felix Frankfurter: Because Felix Frankfurter was a Gremlin.

...In April of 1913, that fateful year again, there was held a little known *Conference on Legal and Social Philosophy*; organized largely by Harold Laski, Felix Frankfurter, and his close friend Morris Cohen, the *Conference* was chaired by John Dewey; Keynote Speaker was Roscoe Pound, Dean of the Harvard Law School. Out of that *Conference* held in 1913, wrote Felix Cohen [son of Morris Cohen]:

"...much of the social and philosophical consciousness of modern American jurisprudence derives."

Felix Frankfurter was an admirer of imp Roscoe Pound, and openly propounded the redirection of American jurisprudence into what Felix Frankfurter called *Sociological Jurisprudence* (meaning in a sense, that Law was going to be now determined by the social needs of the

community, and those old worn out relics of fixed Property Rights, Common Law rules, hard Constitutional pronouncements and the like that are difficult for Gremlins to massage, are just not anything that we need to be concerned with anymore). In 1913, Felix Frankfurter talked about a "great job" that would have to be done on American Law, stating that:

"That it has to be done -- to evolve a constructive jurisprudence going hand in hand with the pretty thorough going overturning that we are in for."

Felix Frankfurter admired Gremlin economist John Maynard Keynes and actually accepted his doctrines; Felix expressed recurring high remarks for a "socially sound taxing system" of high estate and income taxes; and while teaching at Harvard, he taught his students that:

"The Constitution is not a fixed body of truth, but a mode of social adjustment."

President Teddy Roosevelt once sent a letter to a newspaper in Boston attacking Felix Frankfurter for his Bolshevik orientation and sympathy, and came down on Felix for the assistance he was giving to Communists -- but an attack on Felix Frankfurter through Teddy Roosevelt is not necessary to see the imp in Felix Frankfurter (scan Felix's personal correspondence in *The Brandeis--Frankfurter Connection* by Bruce Murphy [Oxford University Press, New York (1982)]). Yes, Felix Frankfurter was a Gremlin; he taught their doctrines, he admired their philosophy (damaging others through the instrument of taxation never bothered Felix at all), he attended their conferences, he spoke at their forums, he offered to them his assistance, he expressed sympathy at any difficult position they would be in, and he also created the model image of an imp Jurist that the Gremlins wanted so much for emulation by others. This brief sketch was extracted largely from:

- Mike Parrish in *Felix Frankfurter and His Times* [The

- Free Press, New York (1982)];
- Helen Thomas in *Felix Frankfurter -- Scholar on the Bench* [John Hopkins Press (1960)];
 - Leonard Baker in *Brandeis & Frankfurter: A Dual Biography*[Harper and Row, New York (1984)];
 - Nelson Dawson in *Louis Brandeis, Felix Frankfurter and the New Deal* [Archon Books, Hamden, Connecticut (1980)];
 - Joseph Lash in *From the Diaries of Felix Frankfurter* [WW Norton & Company, New York (1975)];
 - Wallace Mendelson in *Felix Frankfurter: A Tribute* [Respnal & Company, New York (1964)];
 - H.N. Hirsch in *The Egnima of Felix Frankfurter* [Basic Books, New York (1981)];
 - Phillip Kurland in *Mr. Justice Frankfurter and the Constitution* [University of Chicago Press, Chicago (1971)];
 - Melvin Urofsky in *The Brandeis--Frankfurter Conversations* [Supreme Court Review (1985), at 299 (University of Chicago Press)].

This is the same Gremlin that Richard Nixon was once told to say something nice about, and this is the same little high-powered Gremlin I will be quoting throughout this Letter. [[return](#)]

[52] Throughout this Letter there are numerous examples cited of invisible Contracts and invisible Principles in effect that are latent and difficult to see; although the consequences for violating the Principles and Contracts are also invisible initially, yet their latent nature remains elusive and invisible only for a short while. Eventually, there is a hard accounting coming due on all Principles that are violated, and so when Judges throw their corrective snortations at improvident defense arguments, they are actually your friends -- even though their status of such also remains invisible. Anything that even vaguely replicates a corrective presentation of error is to our benefit in the advance similitude of the Last Day it creates for us. In the Armen Condo Letter, I quoted United Supreme Court Justice Felix Frankfurter on the

advisory statement he made that yes, equity is brutal -- but that Judges are merely enforcing contracts [so the remedy for the problem actually lies within ourselves]. And just as invisible Contracts sometimes get us into difficult positions, so too do invisible Principles get invoked by Judges to correctively retort improvident positions being taken by parties. For example, when a Judge invokes *Judicial Estoppel* against you, he is actually invoking an invisible *Principle of Nature* to operate to your advantage, by preventing you from defiling yourself. [I will discuss *Judicial Estoppel* later on.] When Judges invoke this *Doctrine of Judicial Estoppel*, the appearance created on the floor of the Courtroom is that:

"The rule is a harsh and rigid one which deprives a litigant of the right to assert a claim." - *United States vs Certain Land*, 225 F. Supp. 338, at 342 (1964).

Like the appearance created that Judges are Fifth Column Commies by greasing the procedural skids of a Tax Protestor into a Federal Cage as they merely enforce invisible taxation contracts in effect; Federal Judges know that the enforcement of invisible *Principles of Nature* on the floor of their Courtroom also creates the image that the rulings are harsh, unnecessarily rigid, and patently unfair. But the Judge is merely invoking *Principle of Nature* that the defendant has no knowledge of. So the seminal point of correction lies within ourselves; and to uncover the existence of invisible Contracts and invisible *Principle of Nature* in effect is to uncover our Heavenly Father who created that abstraction that Judges now call *Nature*. [[return](#)]

[53] The word *equity* is an *entente* in that it carries multiple meanings in Law, depending on the semantic context in which it is expositied. On one hand, it can mean fairness or justice, and also a "nexus relationship with benefits accepted equal to contract relational status" on the other hand. For a profile review of the jurisprudential foundations of American Equity

Jurisprudence going back into the old B.C. Greek days of Aristotle, see *Equity and the Constitution*, by Gary McDowell [University of Chicago Press, Chicago (1982)]; and the several hundred citations therein. [[return](#)]

[54] I am aware of the distinction between a *Federal* Government and a *National* Government. A *Federal* Government can freely change itself through acts of the Legislatures, while a *National* Government can only be changed or altered by the direct popular consent of the Citizenry, and not through acts of Legislatures. The United States Constitution is a composite hybrid blend of the two, meaning that it possesses limited grants of *National* power and limited grants of *Federal* power. For this Letter, that distinction will be abated and addressed later. [[return](#)]

[55] "Take away Covenants, and you disable Men from being useful and assistant to each other... We therefore esteem it a most Sacred command of the Law of Nature, and what guides and governs, not only the whole method and order, but the whole grace and ornament of Human Life, that every man keep his faith, or which amounts to the same, that he fulfill his Contracts, and discharge his promises." - Samuel de Puffendorf, *The Law of Nature and of Nations* (1729); (Translated from the French by Basil Kennett.) [[return](#)]

[56] And *Commercial Contract* means a full recourse contract that will be enforced before a Judge, and you are up against asset seizure and incarceration on your default, unless explicitly waived by the other party. By the end of this Letter, you will see just what you are really in for, when entering into a so-called *Commercial Contract*. Don't be fooled by those nice pleasant smiles, those oh so friendly salesmen on the floor -- they are out for your money, and they are going to use the guns and cages of the State to finish getting what they want: Your money. [[return](#)]

[57] Yes, Heavenly Father created our Jurisprudence, a fact which when given some thought is so obvious that even

private legal commentators remark on it occasionally:

"Law, whose seat is in the bosom of God..." -
Morgan & Maguire in *Looking Backwards and
Forwards at Evidence*, 50 Harvard Law Review 909,
at 910 (1937). [[return](#)]

[58] "History shows that financial power and political power eventually merge and unite to do their work together... The federal bureaucracy at the present time is effectively under the control of the corporate and moneyed interests of the nation." - Supreme Court Justice William Douglas as quoted by Bob Woodward and Scott Armstrong in *The Brethren*, page 399 [Simon & Schuster, New York (1979)]. [[return](#)]

Please be advised that the mere mentioning of *The Brethren* does not constitute an endorsement of that book, as that was a very tacky and childish book for two CIA agents to have written.

[59] "How many Gods there are, I do not know. But there never was a time when there were not Gods and worlds, and when men were not passing through the same ordeals that we are now passing through. That course has been from all eternity, and it is and will be to all eternity. You cannot comprehend this, but when you can, it will be to you a matter of great consolation. It appears ridiculous to the world, under their darkened and erroneous traditions, that God has once been a finite being... He has passed on, and is exalted far beyond what we can now comprehend." [Our Heavenly Father had his Father, and so on back up the line; there never was a time when this line of progression from son to father to son was not in effect]. - Brigham Young, in a discourse at the Tabernacle, Salt Lake City on October 8, 1859; 7 *Journal of Discourses* 331, at 333 to 334 [London (1860)]. [[return](#)]

[60] There are several layers of Contracts available down here beyond the introductory Contract of Baptism. They become increasingly difficult to administer, not because

they are inherently difficult in themselves, but because you will be placed under tremendous pressure by the Adversary to either be in default or otherwise infract the Contract, and unfortunately Lucifer and his army of hardworking imps know exactly what they are doing, as they go about their work trying to run folks into the ground.
[[return](#)]

[61] For example, the July 1985 issue of *American Atheist* is quite political with extensive negative commentary on the Federal Judiciary of the United States. When religion itself is addressed as a subject matter, rather than talking about a specific Spiritual event they cannot refute (such as the many personal appearances of Jesus Christ Himself going on today in the United States), they back off and take a lighter, safer road: By badmouthing the institution of religion in general:

"All religions come from man's absurd egocentricity, from his planetary xenophobia, from his arrogant sense of being the center of things." - *American Atheist*, id., at page 20.

Beginning with the unreality and limited factual knowledge that they do, by travelling down the wrong tangent, *American Atheists* have no choice but to exercise one defective judgment after another in order to support multiple erroneous successive conclusions predicated upon their seminal factual assumptions. To begin a correct initial point of beginning, we will enlarge the initial factual setting assessed, and enter into evidentiary consideration of *First Person* eye witness evidence that operates to countermand and overrule all of their internal conclusions that God does not exist: As there are, in fact, people now living, here in the United States of 1985, who have seen and conversed with Jesus Christ, face to face, just as one man speaks to another. *American Atheists* are in the same ecclesiastical posture that Gremlin Nikolai Lenin was once in, who once stated quite flatly:

"Every religious idea, every idea of God, even

flirting with the idea of God, is unutterable vileness... of the most dangerous kind, 'contagion' of the most abominable kind [contagion means a contagious disease]. Millions of sins, filthy deeds, acts of violence [Lenin should be *the last one* to talk] and physical contagions... are far less dangerous than the subtle, spiritual idea of God decked out in the smartest 'ideological' costumes... Every defense or justification of God, even the most refined, the best intentioned, is a justification of reaction." - Gremlin Nikolai Lenin [after he changed his name for the fourth time], in his frequently quoted Letter to Maxim Gorky, November 13, 1913.

Nikolai Lenin seems to be quite irritated at the mere mentioning of the possible existence of a Supreme Being -- as well he should. As I will discuss later, Nikolai Lenin was among those who were also thoroughly irritated at Father back in the First Estate, and his being brought forth into this Second Estate did not alter his personality or *modus operandi*. Today, Heathens and Tax Protestors share a common attribute with Gremlins in that they do not want the responsibility weighing on them that is always associated with knowledge of error; and the error of Tax Protestors is their continued defilement under contracts that were once invisible to them. [[return](#)]

[62] Brigham Young, in multiple discourses: 8 *Journal of Discourses* 64, at 67, et seq., to 10 *Journal of Discourses* 192. [[return](#)]

[63] "Making covenants with his people and with individuals has always been one of the principle ways in which the Lord deals with them. The scriptures tell us that he made covenants with Adam, with Noah, with Enoch, Melchizedek, Abraham, and others and that he also made covenants with Israel of old, with the Jaredites, and with the Nephites. Surely [we] are a blessed people, because in a similar way the Lord has made covenants with us individually and collectively." - El Ray Christiansen, in

Conference Reports, October, 1972, pages 43 to 44.

[*Conference Reports* are the transcripts of what is called *General Conference* proceedings of the Mormon Church, which are held twice annually in Salt Lake City. This event called *General Conference* is when prominent *General Authorities* come forth out into the open in successive speaking appearances, and present their views on subjects that interest them. The Conference is now televised, and transcripts are issued]. [[return](#)]

[64] That I am aware of, the root word *Conenant* occurs 303 times in the Old and New Testaments alone. When I opened a spot at random, I uncovered a statement by Ezekiel:

"I bound myself by oath, I made a covenant with you... and you became mine." - *Ezekiel* 16:8

In Hebrew, *Ezekiel* means the "strength of God", which is a well chosen name for this man who lived in Babylonia in the 500 BC era. Commentators have associated Ezekiel with the elevated stature of Isaiah and Jeremiah, and for good reasons. The circumstances surrounding Ezekiel's Calling are described in Chapter 1, and his Celestial Commission follows in Chapters 2 and 3. What we know today as the *Book of Ezekiel* has been divided into 47 Chapters and is grouped largely around four dominate themes. The *Book of Ezekiel* is almost devoid of biographical and personal details; it was known that Ezekiel had been a Priest, was one of the first deportees to Babylonia [after Babylon had gone to the dogs], and had lived there in a refugee community at Tel-Abib on the River Chebar, which was a large irrigation canal leading from the Euphrates on the north side of Babylon. The only reference to his family is that the death of his wife on the eve of the fall of Jerusalem was for him a small personal symbol of the larger national disaster that had befallen Babylon. Ezekiel was very much in tune with the Celestial order of things: The vision he once had of the throne chariot of Jesus Christ is one of the most impressive pictures of the Glory and Celestial Majesty of Deity to be found anywhere

in the Old Testament; and he also repetitively talks about *covenants* 17 times over (a man does not harp on the same subject matter over and over again without there being special significance and deeper importance to it). [[return](#)]

[65] For example, an attempt by CIA agent Frank Snepp to use the First Amendment to try and weasel his way out of one of the individual covenants within his larger *commercial* Employment Contract with the CIA that he had previously entered into, was correctly rebuffed by the Supreme Court in *Frank Snepp vs. United States*, [444 U.S. 507](#) (1979). [[return](#)]

[66] See generally, Louis Hammon in *Covenants as Quasi-Contracts* in 2 Michigan Law Review 106 (1903). [[return](#)]

[67] Joseph Fielding Smith, in *Conference Reports* ["Gospel Covenants"], page 70 (October, 1970). [[return](#)]

[68] "A covenant is an agreement between two or more parties. An oath is a sworn attestation to the inviolability of the promises in the agreement. In the covenant of Priesthood the parties are the Father and the receiver of the Priesthood. Each party to the covenant undertakes certain obligations." - Marion G. Romney in *Conference Reports*, page 17 (April, 1976). [[return](#)]

[69] "I will therefore put you in remembrance, though you once knew this before... [that there were] angels that kept not their First Estate,..." - A Letter from Jude in *Jude* 1:5 to 6. [[return](#)]

[70] "When a man goes to sleep at night he forgets the doings of the day. Sometimes a partial glimpse of them will disturb his slumbers; but sleep is the general thing, and especially sound sleep, throws out of memory everything pertaining the past; but when we awake in the morning, with the wakefulness returns a vivid recollection of our past history and doings. So it will be when we come up into the presence of Father and God in the mansion

whence we emigrated to this world. When we get there we will behold the face of our Father, the face of our Mother, for we were begotten there the same as we were begotten here..." - Orson Pratt, in a discourse delivered in the Tabernacle, Salt Lake City, August 20, 1871; 14 *Journal of Discourses* 233, at 241 [London (1872)]. [[return](#)]

[71] "We will refer now to the [38th] Chapter of Job, to show that there were Sons of God before this world was made. The Lord asked Job a question in relation to his pre-existence, saying,

'Where was thou when I laid the cornerstone of the Earth?'

"Where were you, Job, when all the Morning Stars sang together, and all the sons of God shouted for joy; when the nucleus of this creation was commenced? If Job had been indoctrinated into all the mysteries of modern religionists, he would have answered this question by saying,

'Lord, why do you ask me such a question? I had no existence at that time.'

"But the very question implies a previous existence of Job, but he had forgotten where he [had been], and the Lord put the question as though he did exist, showing to him in the declaration, that, when he laid the cornerstone of the Earth, there were a great many sons of God there, and that they all shouted for joy. Who were these sons of God?... They were Jesus, the elder brother, and all the family that have come from that day until now -- millions on millions -- and all who will come hereafter, and take tabernacles of flesh and bones until the closing up scene of this creation." - Orson Pratt, in a discourse delivered in the 14th Ward Assembly Rooms, December 15, 1872; 15 *Journal of Discourses* 241, at 246 [London (1873)].

Discourse then continues into a protracted discussion as to why we, as the sons of God back then, shouted for joy, at that time. This fellow Job that Orson Pratt talks about lived in the lands of Uz, and fathered ten children; his livelihood was that of a rancher, managing at one time over ten thousand sheep, camels, oxen, and the like. The *Book of Job* occupies a unique position in the Old Testament; it stands outside all of the conventional classifications of Old Testament literature in that it is neither Law (in the sense of *The Torah*), nor is it history, and it has no parallel with the other Prophets in the Old Testament. In both literary form and general outlook, Job is different; a large part of the book may be called dialogue as people are quoted speaking back and forth to each other, but the dialogue is of a succession of elaborate protracted speeches rather than an accelerated exchange of conversation such as is often found in the narrative books. The *Book of Job* takes its place nestled along side with the great ancient Sumerian and Akkadian theodicies [meaning works dealing with the nature of Celestial Justice]. The central position of the book deals with the Question: What should the righteous man expect to receive from the hands of God? Should he expect only good fortune, or should he also expect bad fortune? Job talks about how both contrasting types of circumstances are thrown at Saints from Father. As for himself, Job once had great prosperity, but then everything was swept away from him except his life. After being tried right down to the wire, Job had his prosperity returned to him in double. Individuals holding unrealistic understandings of Divine *modus operandi* are counselled that adverse circumstances making their appearance in our lives are not to be ruled out, and should actually be expected to surface at some point in time [see *Job* 2:10 after reading the preceding background text]; but today as has always been the case, the *nobel and great* (like Job from yesterday) are intolerant of distractions, they know what they want to hear, and when they hear the right words -- they buckle down tight and get serious, and enter into Celestial Covenants, just like Job did [see *Job* 31:1 and 41:4]. [[return](#)]

[72] "Our Spirits... were in the Councils of the Heavens before the foundations of the Earth were laid. We were there. We sang together with the Heavenly hosts for joy when the foundations of the Earth were laid, and when the plan of our existence upon this Earth and redemption were mapped out. We were there, we were interested, and we took part in this great preparation... We were vitally concerned in the carrying out of these great plans and purposes, we understood them, and it was for our sakes they were decreed, and are to be consummated..." - Joseph F. Smith, *Gospel Doctrine*, page 93, et seq. [Deseret Book, Salt Lake City (1939)]. [[return](#)]

[73] "We were there when the foundations of the Earth were laid. We were numbered among the sons of God, whom the Lord speaks of to the patriarch Job. 'Where wast thou, [speaking to Job], when I laid the cornerstone of the Earth, when all the sons of God shouted for you, and the morning stars san together?' Job, where were you at that time? He was among them, he was there, perhaps he did not remember it, any more than we do." - Orson Pratt, in a discourse on March 9, 1879; 20 *Journal of Discourses* 142, at 156 [London (1880)]. [[return](#)]

[74] "We believe that we are children of our parents in Heaven. That being that dwells in my tabernacle, and those beings that dwell in yours; the beings who are intelligent and possess, in embryo, all of the attributes of our Father in Heaven; the beings that reside in those earthly houses, they are the children of our Father who is in Heaven. He begat us before the foundations of this Earth were laid and before the Morning Stars sang together or the Sons of God shouted for joy when the corner stones of the Earth were laid, as is written in the sayings of the Patriarch Job." - Orson Pratt, in a discourse delivered in the Tabernacle, Salt Lake City, August 20, 1871; 14 *Journal of Discourses* 233, at 240 [London (1872)]. [[return](#)]

[75] The first Covenant is the introductory Covenant of *Baptism*, and although I characterize it as being *introductory*, it nevertheless is the same identical New

and Everlasting Covenant spoken of by the Prophets and Patriarchs of old (as I will discuss later). A great man once had a few words to say about the significance of this *Baptism Covenant*:

"By accepting membership in the Church, through Baptism and the laying on of hands for the gift of the Holy Ghost, a person enters into a Covenant with the Lord to obey and live by all the requirements of the Gospel. The Lord's promise, conditioned upon such obedience, is the gift of Eternal Life.

"What must we then think... of a Covenant where God himself is the party of the first part? Such a Covenant God has made with every one of us [as members of this Church]. He has entered into an agreement with us. If you will do all things which the Lord your God shall command you; if you will do his will, you shall have glory added upon your heads forever and ever. That is his pledge, and God keeps his Covenants and we should do the same.

"How do we enter into that Covenant? Not by signing a written instrument. True. But in a most impressive manner and most authoritative manner [by conferring upon his servants down a *Grant of Celestial Jurisdiction*]. The Lord commissions his servants, bestows upon them his Priesthood and authorizes them to perform sacred ordinances, the same as if he had signed it in person. They call attention to the necessity of the following the Lord Jesus Christ and obeying his Gospel, doing all things whatsoever the Lord shall command us. That is the contract, and we enter into it in a most solemn way. What is the formality of it, if not by writing with pen and ink? It is by baptism by immersion for the remission of sins. What a wonderful and impressive formality! Could anything be more so? In baptism by immersion we symbolism both death

and life, for as the Apostle Paul explains: 'We are buried with [Christ] by baptism into death' and brought forth out of the watery grave in likeness of his glorious resurrection.

"This explanation of the significance of the baptismal Covenant has remained vivid in my mind for all these forty years." - Marion G. Romney in *Conference Reports* ["A Covenant Obligation"], at 129 (October, 1978). [[return](#)]

[76] John Widtsoe, writing in the "The Worth of Souls," in *Utah Genealogical and Historical Magazine*, October, 1934, at page 198. This statement appears in the context of a discussion of what some of the special terms of those Contracts were that Latter-Day Saints entered into with Father back then. [[return](#)]

[77] "... I think there is great wisdom in withholding the knowledge of our previous existence. Why? Because we could not, if we had all our pre-existent knowledge accompanying us into this world, show to our Father in the Heavens and to the Heavenly host that we would be in all things obedient; ... In order to try the children of men, there must be a degree of knowledge withheld from them, for it would be no temptation to them if they could understand from the beginning the consequences of their acts, and the nature and results of this and that temptation. But in order that we may prove ourselves before the Heavens in all things, we have to begin at the very first principles of knowledge, and be tried from knowledge to knowledge, and from grace to grace, until, like our elder brother, we finally overcome and triumph over all of our imperfections, and receive with him the same glory that he inherits, which glory he had before the world was. That is the way we as a people look upon our previous existence." - Orson Pratt, in a discourse delivered in the 14th Ward Assembly Rooms, December 15, 1872; 15 *Journal of Discourses* 241, at 245 [London (1873)]. [[return](#)]

[78] The writings of Abraham, while he was in Egypt, written in his own hand on papyrus. See "Book of Abraham,"

Chapter 3, in *Doctrine and Covenants* [meaning *Father's Doctrine and Covenants*]. Published by the Mormon Church, Salt Lake City, Utah. This is an unusual book and is also distinctively peculiar in that it is the only book in the world that has the honor of a Preface in it written by Jesus Christ himself [this Preface now appears as Section 1]. In an age when the prevailing view is that the Heavens were probably once open to Revelation a long time ago, but now are forever closed (for some unexplained reason), the publication of such a doctrinally hybrid volume such as the *Doctrine and Covenants* is as startling as well as it is unique -- because its contents are not really open to debate or argument. They require either total acceptance or total rejection -- a somewhat extreme and difficult position for a person unacquainted with them to take at first. However, the word *unique* means "standing alone" or perhaps something "different or new." In a contemporary ecclesiastical setting where a confluence of divergent religious thoughts permeate the intellectual scene, *unique* infers something that is different from generally accepted predominate views -- and so the effect of *Doctrine and Covenants* is to supply an enlarged understanding through enlarged factual presentations -- not in opposition or contradiction to other previously recorded or circulated Revelations, but merely adding an enlarged dimension to information already at hand. Like privately circulating newsletters offering slices of factual information largely only complimentary to that which appears in the Government Billboards of the major New York City media -- the newsletter's factual presentations now creates an enlarged basis of factual knowledge for their readers to exercise judgment on, and so such additional information often leads, in turn, to end conclusions that fall outside of the generally accepted predominate contours of views that the Gremlin controlled Government Billboard major media would prefer that folks remain intellectually isolated within. Even so, be cognizant that the information in *Father's Doctrine and Covenants* only "adds a dimension" to other sources of Celestial information obtainable elsewhere, and by no means are represented as being complete in themselves; nor should they be relied upon as offering such a total and thorough picture of the

Celestial scene that other important complimentary sources of information [such as that originating from our Patriarchs and Fathers of old] are improvidently tossed aside and ignored. [[return](#)]

[79] Numerous Christian commentators have detected that something was Divinely special about the idea of a *covenant*, and their feelings are correct -- the idea is very significant. But being deficient in factual knowledge on the First Estate where we came from, and not having other key slices of information, they never hit the nail right on the head, or even come close to it. See:

- Delbert Hillers in *Covenant: the History of a Biblical Idea* [John Hopkins Press (1969)];
- D. Mccarthy in *Treaty and Covenant; a Study in the Ancient Orient Documents...* [Pontifical Bible Institute, Rome (1963)];
- George Mendenhall in *Law and Covenant in Israel and the Ancient Near East* [The Biblical Colloquium, Pittsburgh (1955)];
- George Mendenhall in "*Covenant*" *the Interpreter's Dictionary of the Bible* [Abingdon, New York (1962)];
- William H. Brownlee in *A Comparison of the Covenanters of the Dead Sea Scrolls with Pre-christian Jewish Sects* [The Biblical Archeologist (September, 1951)]. [[return](#)]

[80] "We are placed in this world measurably in the dark. We no longer see our Father face to face. While it is true that we once did; we stood in His presence, seeing as we are seen, knowing, according to our intelligence, as we are known; that curtain has dropped, we have changed our abode, we have taken upon ourselves flesh; the veil of forgetfulness intervenes between this life and that, and we are left, as [the Apostle] Paul expresses it, to "see through a glass darkly," to "know in part and to prophesy in part;" to see only to a limited extent, the end from the beginning. We do not comprehend things in their fullness. But we have the promise, if we will receive and

live by every word that proceeds forth from the mouth of God, wisely using the intelligences, the opportunities, the advantages, and the possessions which He continually bestows upon us -- the time will come, in the eternal course of events, when our minds will be cleared from every cloud, the past will recur to memory, the future will be an open vision, and we will behold things as they are, and the past, present and future will be one eternal day, as it is in the eyes of God our Father, who knows neither past, present or future; whose course is one eternal round; who creates, who saves, redeems and glorifies the workmanship of His hands, in which He Himself is [in turn] glorified." - Orson F. Whitney, in a discourse delivered in the Tabernacle on Sunday, April 19, 1885; 26 *Journal of Discourses* 194, at 195 [London (1886)]. [[return](#)]

[81] And the benefits are quite substantial:

"As our Father and God begat us, sons and daughters, so will we rise immortal, males and females, and also beget children, and, in our turn, form and create [other] worlds, and send forth our spirit children to inherit those worlds, just the same as we were sent here, and thus will the works of God continue..." - Orson Pratt, in a discourse delivered in the Tabernacle, Salt Lake City, August 20, 1871; 14 *Journal of Discourses* 233, at 242 [London (1872)]. [[return](#)]

[82] "We come here to live for a few days, and then we are gone again... We had an existence before we came into the world. Our spirits came here to take these tabernacles; they came to occupy them as habitations, with the understanding that all that had passed previously to our coming here should be taken away from us, that we should not know anything about it." - Brigham Young, in a discourse made at the Bowery, Salt Lake City on June 22, 1865; 3 *Journal of Discourses* 362, at 367 [London (1856)]. [[return](#)]

[83] "We all acknowledge that we had an existence before we were born into this world. How long before we took our departure from the realms of bliss to find our tabernacle in the flesh is unknown to us. Suffice it to say that we were sent here. We came willingly... Then if it be true that we entered into a Covenant with the powers Celestial, before we left our former homes, that we would come here and obey the voice of the Lord, through whomsoever he might speak, these powers are witnesses of the Covenant into which we entered [back then]; and it is not impossible that we signed the articles thereof with our own hands -- which articles may be retained in the archives above, to be presented to us when we rise from the dead, and be judged out of our own mouths, according to that which was written in the books. Did we Covenant and agree that we would be subject to the authorities of Heaven placed over us? ...Did we Covenant to be subject to the authority of God in all the different relations of life -- that we would be loyal to the legitimate powers that emanate from God? I have been lead to think that such is the truth. Something whispers these things to me in this light. ...What did we agree to before we came here? If to anything, I suppose the very same things [that] we [have] agreed to since we [came] here, that are legitimate and proper." - Orson Hyde, in a discourse made in the Tabernacle on October 6, 1859 ["Sowing and Reaping -- Fulfillment of Covenants"] in 7 *Journal of Discourses* 313, at 314 [London (1860)]. [[return](#)]

[84] The phrase used here, *Sounding in Tort*, appears in different places throughout the Federal jurisprudential strata of the United States. When a grievance is presented to a Judge for a ruling, it means that the relationship is not predicated on a contract, and that the instant claim being sought is sounding [based on] correlative arguments of unfairness, for some reason, and therefore Tort Law applies there to fill the vacuum left by no contracts. Remember that Tort Law and its arguments of *unfairness* can sometimes apply to govern grievances even when a contract is hanging in the distant background, because the instant grievance falls outside of the content of the contract. That I could find, the phrase *Sounding in Tort* first

surfaced in a Supreme Court ruling in a Case called *Garland vs. Davis*, 45 U.S. 131, at 141 (1846), which declared the rule that Contract grievances are best separated away from, and adjudged differently from Tort grievances (and properly so). The Court also ruled in *Garland* that declarations made within a Pleading, commingling Tort claims with Contract claims, are to be discouraged. There are 56 other Supreme Court cases I found where the phrase *Sounding in Tort* appears. Recently, it appears in Footnote #2 to *Migra vs. Warren School District*, [465 U.S. 75](#) (1984) while discussing an action for Tort damages sought on grounds of wrongful interference unfairness with the petitioner's Contract of Employment. In Federal statutes, the phrase is found in the *Indian Tucker Act*.

"The Court of Claims shall have jurisdiction to render judgment... upon any express or implied contract... in cases not sounding in tort." - [28 U.S.C. 1505](#).

Some of the other Federal statutes incorporating this phrase *Sounding in Tort* are:

- [28 U.S.C. 1346](#) ["United States as Defendant"];
- [28 U.S.C. 1491](#) ["Claims against the United States generally"];
- [28 U.S.C. 2412](#) ["Costs and fees"].

By the end of this Letter, the distinction between Tort and Contract should be quite clear to see; and most importantly, its true origin in the mind of Heavenly Father who created Nature, and not judges, should be recognized. [[return](#)]

[85] "Salvation is an individual operation... We read in the Bible that there is one glory of the Sun, another glory of the Moon, and another glory of the Stars. In the Book of *Doctrine and Covenants*, these glories are called

Telestial, Terrestrial, and Celestial, which is the highest. These are worlds, different departments, or Mansions, in our Father's House. Now these men, or those women, who know no more about the power of God, and the influences of the Holy Spirit, than to be led entirely by another person, suspending their understanding, and pinning their faith upon another's sleeve, will never be capable of entering into the Celestial glory, to be crowned as they anticipate; they will never be capable of becoming Gods. They cannot rule themselves, to say nothing of ruling others, but they must be dictated to in every trifle, like a child. They cannot control themselves in the least, but James, Peter, or somebody else must control them. They never can become Gods, nor be crowned as rulers with glory, immortality, and eternal lives. They never can hold scepters of glory, majesty, and power in the Celestial Kingdom. Who will? Those who are valiant and inspired with the true independence of Heaven, who will go forth boldly in the service of God, leaving others to so as they please, determined to do right, though all mankind besides should take the opposite course." - Brigham Young, in a discourse at the Tabernacle on February 20, 1853; 1 *Journal of Discourses* 309, at 312 [London (1854)]. [[return](#)]

[86] "These words set forth the fact to which Jesus referred to when he said, 'In my Father's House are many Mansions.' How many I am not prepared to say; but there are three distinctly spoken of: The Celestial, the highest; the Terrestrial, the next below it; and the Telestial, the third. If we were to take the pains to read what the Lord has said to his people in the Latter days we should find that he has made provision for all the inhabitants of the Earth; every creature who desires, and who strives in the least, to overcome evil and subdue iniquity within himself or herself, and to live worthy of glory, will possess one. We who have received the Fullness of the Gospel of the Son of God, or the Kingdom of Heaven that has come to Earth, are in possession of these laws, ordinances, commandments and revelations that will prepare us, by strict obedience, to inherit the Celestial Kingdom, to go into the presence of the Father and the Son." - Brigham Young, in a discourse in the New Tabernacle on June 25th, 1871; 14 *Journal of Discourses* 147, at 148

[London (1872)]. [[return](#)]

[87] *Ratiocinative* means the process of exact thinking with little room, if any, for error. [[return](#)]

[88] "All of the doctrines of Life and Salvation are as plain to the understanding as [are] geographical lines of a correctly drawn map. This doctrine, revealed in these latter times, is worthy of the attention of all men. It gives the positive situation in which they will stand before the Heavens when they have finished their career. Generation after generation is constantly coming and passing away. They all possess more or less intelligence, which forms the foundation within them for the reception of an eternal increase [in their] intelligence... But [in contrast to that] hundreds of millions of human beings have been born, lived out their short earthly span, and passed away, ignorant alike of themselves and of the *Plan of Slavation* provided for them. It gives great consolation, however, to know that this glorious plan devised by Heaven follows them into the next existence, offering for their acceptance eternal life and exaltation of thrones, dominions, principalities, and powers in the presence of their Father and God, through Jesus Christ his Son. How glorious -- how ample is the gospel plan in its saving properties and merciful designs. This one revelation, containing this Principle, is worth worlds on worlds to mankind." - Brigham Young, in a discourse in the Tabernacle, Great Salt Lake City, on January 12, 1862; 9 *Journal of Discourses* 147, at 148 [London (1862)]. [[return](#)]

[89] "Those covenants that [Latter-Day Saints now make] were also made in the beginning of the creation. They are now renewed to us..." - Heber C. Kimball, in a discourse made in the Tabernacle, Salt Lake City, January 6, 1861; 9 *Journal of Discourses* 126, at 130 [London (1862)]. [[return](#)]

[90] "Those things which we call extraordinary, remarkable, or unusual may make history, but they do not make real life.

"After all, to do well those things which God ordained to be the common lot of all mankind, is the truest greatness. To be a successful father or a successful mother is greater than to be a successful general or a successful statesman." - Joseph F. Smith in *Juvenile Instructor*, page 752 (December 15, 1905).

Let's say you were Armand Hammer, and you spent your life building up a great oil company -- *Occidental Petroleum*. Was that a great event for Mr. Hammer to accomplish down here? Yes, it very much was, and a very difficult task technically as well. But -- building up one huge *Occidental Petroleum* or building up one thousand such dynastic empires means nothing to magnify your standing at the Last Day. Although the training and *savior-faire* acquired in the process of such empire construction that dynasty builders are going through is preparatory to other things, and could be very helpful to them in other ways; the successful administration of difficult Celestial Contracts remains the dynasty builder's sole obstacle to inheriting the Celestial realms, as much as the administration of those Celestial Contracts remains the sole obstacle to us *peasants* as well. [[return](#)]

[91] Do you want to even try and outfox Father? A profile examination of the benefits that we will experience by entering into, and then honoring a difficult advanced contract, makes the search for ways to outfox Father rather silly and childish in comparison. We are all organized to become Gods; whether or not we accomplish such a noble objective depends upon how we handle our affairs down here in this school.

"Intelligent beings are organized to become Gods, even the sons of Gods, to dwell in the presence of the Gods, and become associated with the highest intelligences that dwell in eternity. We are now in that school, and must practice upon what we receive." - Brigham Young, President of the Mormon Church, in a discourse made in the Bowery, Salt Lake City, September 2,

1860; 9 *Journal of Discourses* 158, at 160
[London (1862)].

This life is a school, and Protestors refusing to consider the idea, however remotely accurate it might be, that it is they themselves that might be in error with their Protesting, are manifesting in that setting an attitude of *unteachableness*. Such an attitude [forcefully concluding prematurely that the King is wrong, and I am right] causes Protestors to disregard countermanding factual information when it surfaces. Such a rejection of that uncomfortable information, before it is analyzed for authenticity, relevancy, etc., is not exemplary of good students. Students who go through school effortlessly are those who are in a teachable state of mind, and are receptive to the possibility that they may have been in error before.
[[return](#)]

[92] "...I expect, if I am faithful with yourselves, that I shall see the time with yourselves that we shall know how to prepare to organize an Earth like this -- know how to people that Earth, how to redeem it, how to sanctify it, and how to glorify it, with those who live upon it [being ones] who hearken to our counsels. The Father and the Son have attained to this point already; I am on the way, and so are you, [along with] every faithful servant of God." - Brigham Young, in a discourse in a Special Conference held in the Tabernacle in Salt Lake City on August 28, 1852; 6 *Journal of Discourses* 273, at 274 [London (1859)]. [[return](#)]

[93] "There was a time before we ever came into this world when we dwelt in [Father's] presence. We knew what kind of being he is. One thing we saw was how glorious he is. Another thing, how great was his wisdom, his understanding, how wonderful was his power and his inspiration. And we wanted to be like him... If we will just be true and faithful to every Covenant, to every Principle of Truth that he has given us, then after the resurrection we would come back into his presence and we would be just like he is. We would have the same kind of bodies -- bodies that would shine like the sun." - Joseph

Fielding Smith in *Take Head to Yourselves!*, page 345
[Desert Book Publishing, Salt Lake City (1966)]. [[return](#)]

[94] "Now admit, as the Latter-Day Saints do, that we had a previous existence, and that when we die we shall return to God and our former habitation, where we shall behold the face of our Father, and the question immediately arises, shall we have our memories increased, that we shall remember our previous existence? ...we shall." - Orson Pratt, in a discourse delivered in the 14th Assembly Rooms on December 15, 1872; 15 *Journal of Discourses* 241, at 249 [London (1873)].

Jesus is often portrayed as being the *Mediator of the New Covenant* [Hebrews 12:24], which means that he has some type of an equitable interest in it:

"For as these memorials of the *atonement* were used by the ancient Patriarchs and Prophets to manifest to God their faith in the Plan of Redemption and in the coming Redeemer... Jesus [is] the Mediator of the New Covenant..." - John Taylor in *The Mediation and Atonement*, at 123 [Deseret Publishing, Salt Lake City (1892)].

Question: If there is a *New Covenant*, was there an *Old Covenant*?

Answer: Yes, there most certainly was an Old Covenant; and Father extracted the *Old Covenant* out of us all in the First Estate, so now that Covenant has the appearance of being invisible to us. Jesus Christ once had a few words to say about the replacement of Father's First Estate Covenant with his own [meaning that at the Last Day before Father, those Spirits who entered into Father's *New and Everlasting Covenant* down here will find that Jesus is acting as their Advocate before the Father at the Last Day]:

"...I say unto you that all old Covenants have I

caused to be done away with in this thing; and this is a *New and Everlasting Covenant*, even that which was from the beginning." - *Doctrine and Covenants* 22:1.

"...I am in your midst, and am your Advocate with the Father." - *Doctrine and Covenant* 29:5.

With Jesus Christ being your Advocate before Father at the Last Day [which is a benefit offered to those who have entered into Father's *New and Everlasting Covenant*], I am unaware of any other Counselor I would rather have, acting on my behalf.

...Another set of Covenants that Jesus was responsible for replacing with another Covenant, are the Covenants associated with the *Law of Moses* that our Fathers from another era once entered into [the sacrifice of Jesus back near the *Meridian of Time* fulfilled the symbolic blood sacrifices that many of the Mosaic Ordinances were centered around (the *Meridian of Time* separates B.C. from A.D.)]. [[return](#)]

[95] "I am Alpha and Omega, Christ the Lord; yes even I am he, the Beginning and the End, the Redeemer of the World. ...at the... Last Great Day of Judgment... woes shall go forth, weeping, wailing and gnashing of teeth, yea, to those who are found on my left hand." - *Doctrine and Covenants* 19:1 to 5. [[return](#)]

[96] In August of 1937, Maurice Harper and Fred Test were beer distributors in Ontario, Oregon. They needed to borrow some money, so they entered into a contract with their own beer suppliers for a loan; they gave a real property deed on land they owned to their supplier of beer as security for this loan, and as circumstances often work out, the loan went into default, and a sale of the property quickly was commenced by the beer suppliers with the result being that the minimal price obtained under the pressure such an accelerated forced sale was far below market value. The sale yielded just enough money to pay

off the loan, and there was no surplus available to give to the beer distributors who had posted the land as security for the loan. Maurice Harper and Fred Test yelled *unfair*, and then threw a Court action at the beer suppliers for damages. *unfairness* is not relevant when contracts are up for review, so the action was brought in under Tort Law. [How is an action brought under Tort? By simply claiming in the Complaint that Tort Law governs the grievance, pleading such things as the damages experienced and then asking relief sounding in Tort; however, whether or not your Tort claims ultimately prevail is another question]. Here, Harper and Test asked for the Tort relief in the nature of *exemplary damages*. A Trial was held, and during Trial at the close of evidence presentation, the Defendant beer suppliers motioned the Court to require the Plaintiffs, Harper and Test, to identify whether they wanted to proceed to judgment under the rules of Tort of Contract:

"Plaintiffs [Harper and Test] elected to proceed in Tort. Immediately upon the election, being made by Plaintiffs, the Defendants moved for a directed verdict on the grounds that the Complaint failed to state a *Cause of Action* in Tort and in support of the motion counsel stated:

"...it is our position that in this case, when construed in the light of surrounding circumstances as it must be done, does not raise any obligation or does not permit the inference of any obligation existing in law outside of the obligations of the contract itself..." - *Harper vs. Interstate Brewery*, 120 P.2nd 757, at 761 (1942).

The Court went on to analyze the difference between Tort and Contract; and as is the factual setting in so many cases brought before the Judiciary for resolution, a business relationship in effect between some parties was initially construed around a Contract as the center of gravity, and when unanticipated circumstances came to pass (as someone pulled something sneaky off that the Contract

has made no governing provision for), so the Judiciary now has a grievance that is sounding in Tort with a Contract hanging in the background:

"The distinction between a *tort* and a *breach of contract* is broad and clear, in theory. In practice, however, it is not always easy to determine whether a particular act or course of conduct subjects the wrongdoer to an action in Tort, or one merely for breach of Contract. The test to be applied is the nature of the right which is being invaded. If this right was created solely by the [contractual] agreement of the parties, the Plaintiff is limited to an action *ex contractu*. If it was created by law he may sue in Tort." - *Harper vs. Interstate Brewery*, *id.*, at 762.

Under these cases where a Contract is hanging in the background, but a Tort Law claim is being demanded as the relief, often times Attorneys for the Plaintiff will ask for both Breach of Contract and Tort relief, reciting elements of the factual setting that support the respective claims, with the end result being that appellate judges are frequently asked to draw lines dividing Tort from Contract, as was the instant factual setting here with *Harper*. But important for the moment is that the distinction once created in the Heavens, a long time ago, bifurcating Tort from Contract, is now being honored by the Judiciary, and that the Contract Law legal reasoning being enforced by judges today -- as seemingly unpleasant as it is initially -- that excludes arguments and other distractions from being considered unless they fall within the content of the Contract, is in fact a correct *Principle of Nature* that everyone will eventually become very well acquainted with at the Last Day. [[return](#)]

[97] Lucifer too uses contracts to accomplish his end objectives; he too is playing this Contract Game. As for Lucifer, irrevocable oaths and covenants are required for standing membership in Illuminati temples. Once contracts are extracted out of new Illuminatti initiates, that

Equity Relationship that was created is considered to be a *fait accompli* (meaning once accomplished, then being irrevocable in nature). In other [secret societies](#) that Lucifer maintains a managing interest in, covenants (contracts) that were sealed under blood oaths are extracted out of new members. So Lucifer very much knows all about the rather strong underlying nature of Contracts and of Contract Law Jurisprudence. Witches also use covenants extensively; for a discussion of First Degree, Second Degree and Third Degree Initiation Rites, see Janet and Stewart Farrar in *A Witches Bible* [Magickal Child Publishing, 35 West 19th Street, New York 10011 (1981)].
[[return](#)]

[98] Lyrics Copyright by *Flashback Records/Arista Records*, New York City. Words and music by Dennis Lambert and Brian Potter, Trousdale Music Publishing (1969); revived by *Coven Records (Warner Brothers, 1971); MGM Records, (1973); Warner Brothers* again (1974). [[return](#)]

[99] Starring Tom Laughlin and Delores Taylor; distributed by *Warner Brothers* (1971). [[return](#)]

[100] To be *esoteric* means to be designed for, and understood by, specially informed people only; or otherwise withheld from generally open public avowal.
[[return](#)]

[101] Back in the days of David, there was once a great and fabulous City called Babylon, reaching its peak at about 600 B.C. Today, *Babylon* has a lingering illicit stigma associated with it, but before Babylon went to the dogs, it was very impressive. Babylon was the most prominent, majestic, prosperous, and powerful City that the world had ever known, up to that time. It had been the most important trading center, it had the most powerful military force, the greatest cultural resources, and was even a center of tourism due to its Hanging Gardens and numerous other man made wonders. Babylon had twin sets of tall walls surrounding her and with a moat in between; massive and everlasting, those twin walls were so thick

and so dimensionally impressive that they were viewed as being impregnable by any military technology of the day. Inside the City, there was a two year supply of food; and there was no lack of water, either, because no less than the great river Euphrates ran through Babylon. Yes, Babylon was powerful, wealthy, and just so secure that any potential adversary could hardly be taken seriously. And even when it became clear that an increasingly powerful adversary like the Medes and the Persians were building military momentum, there was no concern within Babylon -- whatever adversaries the world offered were only huffing hot air. At a Royal banquet one night in his Palace [Daniel 5:1], King Belshazzar saw a finger writing messages on a wall. None of this soothsayers, astrologers, or wise men [filled with a wide ranging array of factual knowledge on everything the *World* had to offer -- except Spiritual matters] could interpret the meaning. After the clowns had had their turn, along came the Prophet Daniel who understood what he saw; and told the King what the King did not want to hear: That Father had adjudged his kingdom, and found it wanting in minimum Spiritual expectations; that the impossible was going to happen and that Babylon was going to be divided and given to adversaries -- introduced into the violent and unpleasant circumstances of an invasion [Daniel 5:25 to 28]. Father meant what he said, and so the *handwriting was on the wall* for Babylon. That same evening, the flow of the great River Euphrates receded, and then slowed down to a trickle; it had been diverted upstream by the Gremlin Darius, who had big plans for the conquest of Babylon. And now there were holes in the great walls of Babylon where the Euphrates once was. The riverbed openings served as the ingress point of entry for the invading army of Darius; and Babylon was conquered without resistance. [See generally, the *Encyclopedia Britannica* ["Babylon"] (London, 1929)].

...Down to the present day, the phrase *handwriting on the wall* has come to characterize improvident and unrealistic fantasy expectations one holds by reason of unappreciated impending adverse circumstances, particularly in an area involving Father. Today, the United States has a very

similar military adversary waiting in the wings, an adversary who has been busy on a very well known extensive commitment to prepare for war. Water resources were the *Achilles Heel* that brought Babylon to her knees then; and when our turn comes, it too will be the sudden and unexpected damages of our water resources that the Russians will use to make their invasion Statement, as they attempt a very quick lock down on American military installations. Babylon had its quislings then, and we have our's now; and we should have known something was afoot when Nelson Rockefeller spent two years of his life in the early 1970's heavily involved in collecting information on American water resources. [[return](#)]

[102] When the rebellion in the Heavens took place, Lucifer was cast down to the Earth; so the Earth was created before the rebellion, and Lucifer was there in the Heavens when the first version of those Contracts were extracted from us all, and so by encouraging arguments sounding in Tort, Lucifer knows exactly what he is doing (meaning that he intends to double cross his servants down here at the Last Day -- giving them a line of reasoning that will fall apart and collapse before Father's Judgment Day). [[return](#)]

[103] "In regard to the battle in Heaven... when Lucifer, the Son of the Morning, claimed the privilege of controlling the Earth and redeemed it, a contention arose; but I do not think it took long to cast down one-third of the hosts of Heaven, as it is written in the Bible. But let me tell you that it was one-third part of the spirits who were prepared to take tabernacles upon this Earth, and who rebelled against the two-thirds of the Heavenly Hosts; and they were cast down to this world. It is written that they were cast down to this Earth -- to this *Terra Firma* that you and I walk on, and whose atmosphere we breathe. One-third of the spirits that were prepared for this Earth rebelled against Jesus Christ, and were cast down to Earth, and they have opposed him from that day to this, with Lucifer at their head. He is their general -- Lucifer, Son of the Morning. He was once a brilliant and influential character in Heaven, and we will know more

about him hereafter." - Brigham Young, in a discourse made at the Bowery, Salt Lake City, July 19, 1857; 5 *Journal of Discourses* 52, at 54 to 55 [London (1858)]. [[return](#)]

[104] Gremlins highly admire *intellectuals*, as there is something about their high-powered status that creates such an intriguing aura of devilish mystique. Gremlin Henry Kissinger once had a few words to say about his mentors, *intellectuals*, putting in an honest days' labor, going through the foibles and headaches that they do; those poor hardworking *intellectuals*, racking themselves to solve one tough problem after another; but also the *intellectual* contributes to an important participating juristic role in making global conquest administratively efficient:

"How about the role of individuals who have addressed themselves to acquiring substantive knowledge -- the intellectuals? Is our problem, as is so often alleged, the lack of respect shown to the intellectual by our society?

"The problem is more complicated than our refusal or inability to utilize this source of talent. Many organizations, governmental or private, rely on panels of experts. Political leaders have intellectuals as advisors...

"One problem is the demand for expertise itself. Every problem which our society becomes concerned about... calls into being panels, committees, or study groups supported by either private or governmental funds. Many organizations constantly call on intellectuals for advice. As a result, intellectuals with a reputation soon find themselves so burdened that their pace of life hardly differs from that of the executives who they counsel. They cannot supply perspective because they are as harassed as the policy makers. All pressures on them tend to keep them at the level of the performance which gained them reputation. In his desire to

be helpful, the intellectual is too frequently compelled to sacrifice what should be his greatest contribution to society -- his creativity...

"A person is considered suitable for assignments within certain classifications. But the classification of the intellectual is determined by the premium our society places on administrative skill. The intellectual is rarely found at the level where decisions are made. His role is commonly advisory. He is called in as a 'specialist' in areas whose advice is combined with that of others from different fields of endeavor on the assumption that the policymaker is able to choose intuitively the correct amalgam of 'theoretical and 'practical' advice. And even in this capacity, the intellectual is not a free agent. It is the executive who determines in the first place whether he needs advice. He and the bureaucracy frame the question to be answered. The policy maker determines the standard of relevance...

"The contribution of the intellectual to policy is therefore in terms of criteria that he has played only a minor role in establishing. He is rarely given the opportunity to point out that a query limits a range of possible solutions or that an issue is posed in irrelevant terms. He is asked to solve problems, not to contribute to the definition of goals. Where decisions are arrived at by negotiation, the intellectual -- particularly if he is not himself a part of the bureaucracy -- is a useful weight in the scale. He can serve as the means of filtering ideas to the top outside of organizational channels or as one who legitimizes the viewpoint of contending factions within and among departments. This is why many organizations build up batteries of outside experts or create semi-independent research groups, and why articles or books become tools in the bureaucratic struggle. In

short, all too often what the policymaker wants from the intellectual is not ideas but endorsement.

"This is not to say that the motivation of the policymaker towards the intellectual is cynical. The policymaker sincerely wants help... Of necessity, the bureaucracy gears the intellectual effort to its own requirements and its own pace; the deadlines are inevitably that of the policymaker, and all too often they demand a premature disclosure of ideas which are then dissected before they are fully developed. The administrative approach to intellectual effort tends to destroy the environment from which innovation grows. Its insistence on 'results' discourages the intellectual climate that might produce important ideas whether or not the bureaucracy feels it needs them.

"Thus, though the intellectual participates in policymaking to an almost unprecedented degree, the result has not necessarily been salutary for him or of full benefit to the officials calling on him...

"In seeking to help the bureaucracy out of this maze, the intellectual too frequently becomes an extension of the administrative machine, accepting its criteria and elaborating its problems. While this, too, is a necessary task and sometimes even an important one, it does not touch the heart of the problem...

"This does not mean that the intellectual should remain aloof from policymaking. Nor have intellectuals who have chosen withdrawal necessarily helped this situation. There are intellectuals outside the bureaucracy who are not part of the maelstrom of committees and study groups but who have, nevertheless, contributed to the existing stagnation through a perfectionism that paralyzes action by posing

unreal alternatives. There are intellectuals within the bureaucracy who have avoided the administrative approach but who must share the responsibility for the prevailing confusion because they refuse to admit that all of policy involves an inevitable element of conjecture. It is always possible to escape difficult choices by making only the most favorable assessment of the intentions of other states or of political trends. The intellectuals of other countries in the free world where the influence of pragmatism is less pronounced and the demands of the bureaucracies less insatiable have not made a more significant contribution. The spiritual malaise described here may have other symptoms elsewhere. The fact remains that the entire free world suffers not only from administrative myopia but also from self righteousness and the lack of a sense of direction [that sounds like something a Gremlin going no where would say].

"Thus, if the intellectual is to make a contribution to national policy, he faces a delicate task. He must steer between the Scylla of letting the bureaucracy prescribe what is relevant or useful and the Charybdis of defining those criteria too abstractly. If he inches too much toward the former, he will turn into a promoter of technical remedies; if he chooses the latter, he will run the risks of confusing dogmatism with morality and of courting martyrdom -- of becoming, in short, as wrapped up in a cult of rejection as the activist is in a cult of success.

"Where to draw the line between excessive commitment to the bureaucracy and paralyzing aloofness depends on so many intangibles of circumstances and personality that it is difficult to generalize... The intellectual should therefore refuse to participate in policymaking, for to do so confirms the stagnation of societies whose leadership groups

have little substantive knowledge...

"The intellectual must therefore decide not only whether to participate in the administrative process but also in what capacity: Whether as an intellectual or as an administrator.

"Such an attitude requires an occasional separation from administration. The intellectual must guard against his distinctive, and in this particular context, most crucial qualities: The pursuit of knowledge rather than of administrative ends and the perspective supplied by a non-bureaucratic vantage point. It is therefore essential for him to return from time to time to his library or his laboratory to 'recharge his batteries.' If he fails to do so, he would turn into an administrator [and we wouldn't want that to happen], distinguished from some of his colleagues only by having been recruited from the intellectual community." - Henry Kissinger in *The Necessity of Choice* ["The Policymaker and the Intellectual"], at page 348 [Harper & Brothers, New York (1960)].

Today, few common folks have much admiration for *intellectuals*; very appropriately, many folks find them irritating because they are out of touch with hard *day to day* practical reality -- a state of perception that has been going on since the very founding of this Republic:

"These lawyers, and men of learning, and moneyed men, that talk so finely, gloss over matters so smoothly, to make us poor illiterate people swallow down the pill, expect to get into Congress themselves; that expect to be the managers of the Constitution, and get all the money and power in their own hands, and then they will swallow up all us little folks, like the great *Leviathan*, Mr. President; yes, just as the whale swallowed up *Jonah*. This is what I am afraid of..." - Mr. Singletarry, a rural

delegate to the special 1788 Massachusetts Convention elected to consider ratification of the Constitution, as quoted by Jonathan Elliot in *II Debates in the Several State Conventions*, at 102 [J.B. Lippincott, Philadelphia (1863)].

And *intellectuals* also possess behavioral elements of playfulness about them that is difficult to come to grips with at first:

"The very suggestion that the intellectual has a distinctive capacity for mischief, however, leads to the consideration that his piety [means *state of being pious*], by itself, is not enough. He may live for ideas, as I have said, but something must prevent him from living for *one idea*, from becoming excessive or grotesque... the beginning and end of ideas lies in their efficacy with respect to some goal external to intellectual processes. The intellectual is not in the first instance concerned with such goals. This is not to say that he scorns the practical: The intrinsic intellectual interest of many practical problems is utterly absorbing. Still less is it to say that he is impractical; he is simply concerned with something else, a quality in problems that is not defined by asking whether or not they have practical purpose. The notion that the intellectual is inherently impractical will hardly bear analysis (...Adam Smith, Thomas Jefferson... have been eminently practical in the politician's or businessman's sense of the term)...

"If some large part of the anti-intellectualism of our time stems from the public's shock at the constant insinuation of the intellectual as expert into public affairs, much of the sensitiveness of intellectuals to the reputation as a class stems from the awkward juxtaposition of the sacred and profane roles. In his sacred role, as prophet, scholar, or artist, the

intellectual is hedged about by certain sanctions -- imperfectly observed and respected, of course, but still effective...

"It is part of the intellectual's tragedy that the things he most values about himself and his work are quite unlike those society values in him. Society values him because he can in fact be used for a variety of purposes, from popular entertainment to the design of weapons. But it can hardly understand so well those aspects of his temperament which I have designated as essential to his intellectualism. His playfulness, in its various manifestations, is likely to seem to most men a perverse luxury; in the United States the play of the mind is perhaps the only form of play that is not looked upon with the most tender indulgence. His piety is likely to seem nettlesome, if not actually dangerous. And neither quality is considered to contribute very much to the practical business of life...

"To those who suspect that intellect is a subversive force in society, it will not do to reply that intellect is really a safe, bland and emollient thing... To be sure, intellectuals, contrary to the fantasies of cultural vigilantes, are hardly ever subversive of a society as a whole.

"I have suggested that one of the first questions asked in America about intellect and intellectuals concerns their practicality. One reason why anti-intellectualism has changed in our time is that our sense of the impracticality of intellect has been transformed. During the [1800's], when business criteria dominated American culture almost without challenge, and when most business and professional men attained eminence without much formal education, academic schooling was often said to be useless. It was assumed that schooling existed not to cultivate

certain distinctive qualities of the mind but to make personal advancement possible. For this purpose, an immediate engagement with the practical tasks of life was held to be more usefully educative, whereas intellectual and cultural pursuits were called unworldly, unmasculine, and impractical." - Richard Hofstadter in *Anti-Intellectualism in American Life*, starting at 29 [Random House, New York (1963)].

When the United States began its existence out from underneath the thumb of King George, the presence of stuffy *intellectuals* on the political scene was not a problem then:

"When the United States began its national existence, the relationship between intellect and power was not a problem. The leaders were the intellectuals. Advanced though the nation was in development of democracy, the control of its affairs still rested largely in a patrician elite; and within this elite men of intellect moved freely and spoke with enviable authority. Since it was an unspecialized and versatile age, the intellectual as expert was a negligible force; but the intellectual as ruling-class gentleman was a leader in every segment of society -- at the bar, in the professions, in business, and in political affairs. The Founding Fathers were sages, scientists, men of broad cultivation, many of them apt in classical learning, who used their wide reading in history, politics, and law to solve the exigent problems of their time. No subsequent era in our history has produced so many men of knowledge among its political leaders as the age of John Adams [and others]. One might have expected that such men, whose political achievements were part of the very fabric of the nation, would have stood as permanent and overwhelming testimonial to the truth that men of learning and intellect

need not be bootless and impractical as political leaders. It is ironic that the United States should have been founded by intellectuals; for throughout most of our political history, the intellectual has been for the most part either an outsider, a servant, or a scapegoat." - Richard Hofstadter in *Anti-Intellectualism in American Life*, at 145 [Random House, New York (1963)].

The reason why having *intellectuals* on the scene back then was not a problem is because *intellectuals*, per se, are not a source of problems; only when operating as slippery bureaucratic extensions of Gremlin intrigue, only then does the tainted lustre of their high-powered intellect come home to roost -- then they become problems. [[return](#)]

[105] Yes, there are no circumstances that are spared from the strategic use of *deception* -- when Gremlins are running the show:

...Carved in the white walls of the Riverside Church in New York City are the figures of six hundred men that the world esteems as being great for one reason or another -- hanging on the walls are canonized saints, philosophers, kings, and other assorted geniuses. One panel enshrines fourteen geniuses of science, starting with Hippocrates, who died around 370 B.C., to Albert Einstein [who was still alive when he was enshrined in this Church]. In this environment surrounded by greatness converged some 2,500 people from 71 countries to the sanctuary of Riverside Church in New York City on this Friday, February 2, 1979. They had dropped what they were doing world wide to come pay their last respects and hear final praise and eulogies for Nelson Rockefeller. They heard orations from, among others, daughter Ann Rockefeller Roberts, from son Rodman C. Rockefeller, from brother David Rockefeller, and from Gremlin Henry Kissinger. [See the *New York Times*

["Dignitaries and Friends Honor Rockefeller"], page 1 (February 3, 1979)]. Judging by the glowing characterizations that were used to express final admirations for Nelson, this Church is really missing out on something special if a limestone statue of Nelson Rockefeller isn't soon enshrined with the 600 others mounted on the walls.

...Of the orations spoken at Nelson's funeral service, Henry Kissinger's eulogy deserves very special attention: Because it was steeped in deception. Seemingly with tears in his eyes, Henry Kissinger's choking voice was echoed throughout the great sanctuary of the Riverside Church. Kissinger characterized Nelson as "friend," "inspiration," "teacher," and "my older brother." Seemingly stricken with grief, Kissinger's eulogy act was a smooth masterpiece in well-oiled deception, and brought tears to the eyes of many. In his final passage, Kissinger claimed that he frequently chatted with Nelson Rockefeller:

"In recent years, he and I would often sit on the veranda overlooking his beloved Hudson River in the setting sun. I would talk more, but he understood better. And as the statues on the lawn glazed in the dimming light, Nelson Rockefeller would occasionally get that squint in his eyes, which betokened a far horizon, and he would say, because I needed it, but above all, because he deeply felt it...

'... never forget, that the most profound force in the world is love'." - *New York Times*, id., ["Excerpts From Eulogies At Memorial for Rockefeller"], page 23.

Having finished his smooth acting job, having left the mourners spellbound and wailing largely in tears, this little Henry who had criminally coordinated at a mid-

management level the murder of Nelson Rockefeller a week earlier, slowly turned and left the pulpit. Nelson Rockefeller had never actually spoken those words Henry claimed -- but pesky little details like that are not important; conversations between Nelson and Henry were limited to communications exchanged in furtherance of wars, murders, conquest, and revolutions, with only a minimal amount of personal interest material being exchanged as necessary to fill a vacant time slice hiatus. Background factual accuracy is never something that Gremlins concern themselves with, and Henry Kissinger's fraudulent and deceptive eulogy of Nelson Rockefeller, under circumstances where any enlightening corrective retort would be inappropriate, was no exception to the Gremlin *modus operandi* of using deception as an instrument of aggression wherever and whenever they feel like experiencing the benefits derived from it. [[return](#)]

[106] The Rothschild nest of Gremlins are not as smart as they like to think of themselves; however, with their aloofness above us peasantry, you could not tell them that. John Taylor, President of the Mormon Church, once tried and got nowhere:

"Do you think that the jews today would want to publish things pertaining to Jesus, describing the manner in which he would come? I should think not. In a conversation I once had with Baron Rothschild, he asked me if I believed in the Christ? I answered him: "Yes, God has revealed to us that he is the true Messiah, and we believe in him." I further remarked: "Your Prophets have said 'They shall look upon him whom they have pierced, and they shall mourn for him, as one mourneth for his only son, and shall be in bitterness for him, as one that is in bitterness for his first born.', 'And one shall say unto him, What are these wounds in thy hands? Then he shall answer, Those with which I was wounded in the house of my friends.'" Do you think the jewish rabbis would refer you to such scripture as that? Said Mr. Rothschild, "Is that in our Bible?" "That is in your Bible, sir." -

John Taylor, speaking at a Funeral Service on December 31, 1876; 18 *Journal of Discourses* 324, at 329 [London (1877)].

The Rothschilds commune with Lucifer from time to time, and his grand plans for conquest that have been revealed to the Rothschilds (plans that have been handed down the line originating in time back almost to the Garden of Eden), are so impressive and so outstanding that the Rothschilds are totally relying on Lucifer to come through for them. But just like the Rothschilds are deficient on factual information regarding the Jewish perspective of a Messiah (however defective a view that is factually), the Rothschilds are also deficient on information explaining why Lucifer is only pretending to be interested in their welfare before Father, and actually intends to double cross them at the Last Day. [[return](#)]

[107] "Who, in looking upon the Earth as it ascends in the scale of the Universe, does not desire to keep pace with it, that when it shall be classed in its turn among the dazzling orbs of the blue vault of Heaven, shining forth in all the splendors of Celestial Glory, he may find himself proportionately advanced in the scale of intellectual and moral excellence. [Would *Gremlins* even concern themselves with that?] Who, but the most abandoned, does not desire to be counted worthy to associate with those higher orders of Beings who have been redeemed, exalted, glorified, together with the worlds they inhabit, ages before the foundations of our Earth were laid? Oh man, remember the future destiny and glory of the Earth, and secure thine everlasting inheritance upon the same, that when it shall be glorious, thou shalt be glorious also." - Orson Pratt, in a discourse ["The Earth -- Its Fall, Redemption, and Final Destiny -- the Final Abode of the Righteous"], appearing in 1 *Journal of Discourses* 328, at 333 [London (1854)]. [[return](#)]

[108] The world is searching for evidence, just something out there some where, that suggests the possibility that life might exist on other planets. Like Tax Protestors looking in the wrong places by searching for error in

others rather than in themselves, the world would also be wise to look for answers to their probing questions on the extraterrestrial in a local source that they have known about all along:

"The Earth upon which we dwell is only one among the many creations of God. The stars that glitter in the heavens at night and give light unto the Earth are His creations, redeemed worlds, perhaps, or worlds that are passing through the course of their redemption, being Saved, purified, glorified, and exalted by obedience to the principles of truth which we are now struggling to obey. Thus is the work of our Father made perpetual, and as fast as one world and its inhabitants are disposed of, He will roll another into existence. He will create another Earth, He will people it with His offspring, the offspring of the Gods in eternity, and they will pass through [their] probations such as we are now passing through [ours], that they may prove their integrity by their works; that they may give an assurance to the Almighty that they are worthy to be exalted through obedience to those principles, that unchangeable *Plan of Salvation* which has been revealed to us." - Orson F. Whitney, in a discourse in the Tabernacle on Sunday, April 19, 1885; 26 *Journal of Discourses* 194, at 196 [London (1886)]. [[return](#)]

[109] "Deception tests the means by which we perceive reality, and it reminds us sharply of what these means are. We have our sense organs which receive data, principally ones affixed to our head -- ears, eyes, nose. But this data is given shape and meaning by the thing inside our skull, the brain. This has only second-hand evidence of what is real out *there*.

"Deception must seem particularly frivolous for the scientist because *perception*, working out these just what is there, is his vocation. It

may also tempt him for just this reason. Like the playful punch for the athlete, it makes fun of the faculties that he prizes most. But we are all using these faculties and perceiving things at every waking moment. Anyone who has been involved in a practical joke on either the delivering end or the receiving end knows something of the pleasures.

"It is important to note that for the person who is fooled, the fun, if any, lies in the process of being fooled, not the consequences. A deceived spouse cannot be relied on to react with a chortle of glee, and the editors of McGraw-Hill did not go around chuckling after they found that Clifford Irving had hoaxed them into parting with most of a million dollars. For deception is not practiced only for fun. It is also practiced to steal money, fame or the love of women, to win battles and sink ships, to demoralize populations and overthrow governments." - Norman Moss in *The Pleasures of Deception* ["Introduction"], at page 7 [Reader's Digest Press, New York (1977)]. [[return](#)]

[110] "The power and the glory of the Press are based on the false assumption that the best way to talk to a man is through a loudspeaker. It's certainly not the only way; but if you think of men as indistinguishable units of a group, community, newspaper circulation or concentration camp, this scattergun broadcasting may make some simple announcement understood. But a free Press doesn't make simple announcements. The Russian doctrinaires have tried to prove that men can be taught to forget that they are first and foremost *individuals*, or at least to act as if they had forgotten; and their Press is just the ticket for mass men. Our world is perhaps not so far ahead of the Russian doctrine as we like to suppose, but in theory at least we honor the *individuals*." - Thomas S. Matthews in *The Sugar Pill: An Essay on Newspapers*, at 178 [The Camelot Press, London (1957); (Simon & Schuster republished in New York (1959))].

In the *appendix*, the author analyzed newspapers to determine the actual content of factual events reported; out of 11 articles appearing on the front page, only 4 of those reported events had actually occurred. The other 7 events were either commentary, or stories dealing with projected, predicted, intended, or desired events. [[return](#)]

[111] In contrast to the deception proclivities of Gremlins, Heavenly Father would prefer to deal with us on the basis of *absolute trust*, when possible; a highly privileged relational status he has entered into with other people down here on occasion; an exalted relational status known to a handful of great people, like Abraham Lincoln, who used this relational status in a diplomatic setting, particularly with a Russian Czar. And *absolute trust* is an impending criteria element I suspect will become one of the minimum indicia required for enjoying Celestial relationships with Father. And just as there is *absolute trust*, so is there *absolute truth*:

"Science, as I understand it, is a search after Absolute Truth -- after something which when ascertained is of equal interest to all thinkers of all nations. No matter how wise and learned and famous a person may have said a thing is so in the realm of science, it remains open to anybody to prove that it is not so; and if it is proved to be not so, the authority of the wise and learned and famous person disappears like a morning mist. In science, what we are really seeking is not the opinion or the command of any human being. We are subject to no [such] command, and are not bound to follow any previously expressed opinion." - Edwin Whitney in *The Doctrine of Stare Decisis*, 3 Michigan Law Review 89, at 89 (1904).

And as we change from law books over to religious books (so called) nothing changes there, either:

"There are absolute truths and relative truths.

The rule of dietetics have changed many times in my lifetime. Many scientific findings have changed from year to year... Absolute Truths are not altered by the opinion of men. As science has expanded our [factual] understanding of the physical world, certain accepted ideas of science have had to be abandoned in the interest of truth. Some of these seeming truths were stoutly maintained for centuries. The sincere searching of science often rests only [next to] the threshold of truth, whereas revealed facts give us certain Absolute Truths as a beginning point so we may come to understand the nature of man and the purpose of life... We learn about these Absolute Truths by being taught by the Spirit... God, our Heavenly Father -- Elohim -- lives. That is an Absolute Truth. All four billion of the children of men on the Earth might be ignorant of Him and his attributes and his powers, but he still lives. All the people on the face of the Earth might deny [his existence] and disbelieve, but he lives in spite of them. [Everyone] may have their own opinions, but [Father] still lives, and his form, powers, and attributes do not change according to men's opinions. In short, opinion has no power [to intervene] in the matter of Absolute Truth. [Father] still lives.

"...The intellectual may rationalize [Jesus Christ] out of existence and the unbeliever may scoff, but Christ still lives and guides the destinies of his people.

"...The watchmaker in Switzerland, with materials at hand, made the watch that was found in the sand in a California desert. The people who found the watch had never been to Switzerland, nor seen the watchmaker, nor seen the watch [being] made. [But] the watchmaker still exists, no matter the extent of [the Californians' factual] ignorance or experience. If the watch had a tongue, it might even lie and

say "There is no watchmaker." [But] that would not alter the Truth. If men were really humble, they will realize that they [only] *discover* [or uncover], but do not *create*, Truth." - Spencer Kimball in *Absolute Truth*; 8 Ensign Magazine, at 3 [Salt Lake City (September, 1978)]. [[return](#)]

[112] Remember that deception is a three step process: First it is created, then conveyed, and then accepted. Failure at any point voids the entire deception show. As for the second stage of deception, the mass media is one such very important instrument of deception conveyance:

"With the creation of the mass media, a whole new area of deception opened up. This provided the means of fooling the whole public at the same time in the same way. Anything told through the mass media carries credibility. It is more solid than rumor, more respectable than gossip, more believable than hearsay. People who say they never believe what they read in the newspapers in fact absorb what they read as uncritically as others.

"The authority that is given to the mass media, regardless of the message, is seen in the lack of discrimination with which unsophisticated readers and viewers talk about them. 'The newspapers say so and so.' One wants to ask *which* newspaper. And which part of the newspaper, the editorial columns or the news pages? And whether it was one of the newspaper's own staff or an outside commentator. 'They said on television...'. But one wants to ask *who* said? Was it the news reader, stating it as a fact? Or was he reporting someone else's opinion? Or was someone giving it as *his* viewpoint, a politician, a commentator, or a critic? After all, you don't say 'They said on the telephone,' you say who told you.

"This authority stems partly from the fact that

the media, and particularly the news media, deal with public issues that are beyond the experience of most of its audience." - Norman Moss in *The Pleasures of Deception* ["Fit To Print: Hoaxing and the Media"], at page 70 [Reader's Digest Press, New York (1977)].

Yes, many public issues are in fact beyond the intellectual experience of their audiences, and those issues will continue to remain beyond the experience of those audiences until such time as the members of those audiences individually start to perk up a bit and ask some *questions* -- a point of beginning in a new *modus operandi* of intellectual enlightenment that Tax Protestors would also be wise to take particular notice of; a *modus operandi* that would catalytically trigger the uncovering of a great deal of latent error existing not only in juristic settings where ambitious kings and princes in bed with looters and Gremlins have plastered the countryside with invisible contracts, but also in ecclesiastical settings where even more important invisible Contracts are also hanging in the background, waiting for the Last Day to arrive -- then those Contracts will become very visible. But if you are different, you will want to uncover and deal with those invisible Celestial Contracts now, to avoid being surprised by them at the Last Day, just like Protestors are surprised in tax and highway enforcement actions where their *unfairness* arguments are tossed aside and ignored. Many Protestors have a secret hunch that some contract is there, but they draw a blank when trying to identify just what contract it is, or how they got into it. [[return](#)]

[113] Part of the reason for this is that Gremlins see real, immediate, and impressive benefits to be experienced by selectively incorporating deception into their *modus operandi*. For example, it is typical of Gremlin methodology to pretend to be opposed to something that they really want:

...When Gremlin Nelson Aldrich wanted the Congress to pass

the Federal Reserve Act in 1913, he tried to create the appearance that he did not want it; even though every one knew it was very similar to his proposed *Aldrich Currency Bill* of 1907, he went right ahead and threw invectives at it any way, citing some technical reservations [see 97 *The Nation Magazine*, at 376 (October 23, 1913)]. Nelson Aldrich was in bed with another Gremlin by the name of Frank Vanderlip, President of National City Bank of New York. Frank Vanderlip's invectives that were thrown at the proposed Federal Reserve System were so puzzling that Senator Robert Owen, Chairman of the Senate Banking and Currency Committee, expressed publicly his feelings that misrepresentation was in the air -- but an impending World War I was also in the air, and Gremlins wanted the immediate benefits that the Federal Reserve System would be generating for them.

...John Rockefeller made a distinct and protracted habit of pretending to be opposed to ventures that he secretly owned or controlled. In *A Rockefeller Family Portrait* by William Manchester [Little Brown & Company, Boston (1958)], starting at page 80, there lies numerous examples of how Gremlin John Rockefeller selectively incorporated deception into his business dealings in order to experience the immediate enrichment benefits such deception assisted in creating; also discussed is how he also used rigged enterprises as *Trojan Horses* to entrap those whom he wanted to destroy, by pretending to be sincerely interested in acquiring those enterprises.

...The Rothschild nest of Gremlins are also very good at this deception game as well. In 1981, the French Government announced the nationalization of 36 Rothschild banks and other Rothschild industrial properties. President Francois Mitterrand said the grab was "just and necessary to serve the national interest" [*Wall Street Journal* ["Mitterrand Calls Nationalization 'Just, Necessary'"], page 36 (September 25, 1981)]; but imp Mitterrand was lying, and conveniently failed to mention the fact that he once worked in a Rothschild bank as an officer, and continued to be under their thumb down to the present day as an administrative nominee planted in a

political jurisdiction. Baron Guy de Rothschild, senior Gremlin of the Rothschild nest, claimed that he "...was embittered by [the] pending takeover of his family's metal, mining, hotel and other businesses." Even the *Banque Rothschild* headquarters the family had owned for 170 years was scheduled to be grabbed by the French Government. [See the *Wall Street Journal* ["For Baron Guy de Rothschild of France, Expropriation is a Nightmare Relived"], page 30 (November 17, 1981)]. When the Baron was asked, very appropriately, why he did not oppose this asset grab idea when Mitterrand had publicly proposed it in the 1980 French Presidential Election, the Gremlin Baron retorted with a pathetic little lie: "...We aren't cleverer than anyone else" [id., at 30]. Meanwhile, no one concluded the obvious: That the Rothschilds wanted the Government purchase to take place, and had quietly told Mitterrand specifically what businesses they wanted to sell to the Government in one lump group, and then, with that rare gifted Gremlin genius of deception, publicly pretended to oppose the grab [had Baron Rothschild really opposed the grab, Mitterrand would have soon been resident at the bottom of the English Channel]. But the Rothschild Gremlins are super brilliant in pursuing commercial enrichment, and they are very wise to the cyclic nature of business; and so when the French Government nationalized their extensive network of railroads back after the turn of the Century, the Rothschilds wanted the sale ["nationalization"] to take place, as they knew that the great and grand era of railroading was over with. For a good technical discussion of the cyclic nature of business and of entire industries, see the 6 volume set called *The Decline of Competition* by Arthur Burns [McGraw Hill, New York (1936)]. In Pittsburgh, there is a research institute that does nothing but study cycles:

Foundation for the Study of Cycles, Inc. 124
 South Highland Avenue Pittsburgh, Pennsylvania
 15206

The Gremlin *modus operandi* cycle of deception / benefit / deception / benefit is a continuation of the operant training they received in the First Estate by their

mentor, Lucifer. Back in the First Estate, Gremlins there made the mistake of listening to the high-powered promptings of Lucifer with his attractive exemplary modelling for prompt advancement and accomplishment, even if deception had to be used as a tool to achieve the desired objective; under this doctrine, acquiring the objective itself was much more important than some silly little righteous advisory from Father -- after all, there were no consequences for side stepping Father's advice a few times, and it was just *advice* at that time, as we were without Covenants back then. Over and over again, Spirits back then who listened to Lucifer's counseling to circumvent Father's advice by the selective use of deception (and other devices) found themselves experiencing immediate benefits for having done so; and with such incentives, Lucifer became very popular -- but many Spirits later deeply regretted listening to Lucifer's sugar coated lies, including Lucifer himself, for invisible reasons they never contemplated at the time the recurring deception and benefit cycle was in motion: The time came when Father called together the first of many Council Sessions and we were all presented with a sketch outline of the *Plan of Salvation*, and this Second Estate was diagrammed to us. We all participated in creating this World; then the Council was reconvened again and highly detailed presentations of the *Plan of Salvation* was made to us. This would be a freewheeling world where anything goes, but without any factual memory of the past we would be adrift, so navigation would be difficult and only those persons sensitive to the promptings of the Spirit would achieve the end destination of returning to Father's presence, and soon thereafter inherit his Celestial Status and powers. Like having amnesia, we would not be able to recall the First Estate, other than to have warm feelings about it when mentioned; but our habits and psychological conditioning that we had ingrained within ourselves during our protracted sojourning in the First Estate would carry on largely transparent to the momentary loss of factual knowledge. Now Lucifer realized, too late, the special significance of the memory retention profile of the mind that Father designed into his offspring; this memory keeps accumulating factual information, knowledge, and judgments from out of the past, and keeps drawing on these past

experiences to influence and often control the judgment exercised in the present time. Now Lucifer understood very clearly that the judgments he had been exercising up until that point of time would actually be influencing and even controlling his navigation down in this Second Estate -- and Lucifer didn't like that; he was smart -- he knew that based on what Father had outlined in Council, his circumvention and tossing aside of what was then Father's *advisories* would also continue on down here, and so he would not be returning to inherit Father's Celestial Glory. Now Lucifer really saw that through his past psychological conditioning of himself, he would never return to Father's presence, nor obtain Father's Celestial Status that he had craved for so much in passionate emulation. Suddenly, after it was too late, Lucifer himself now saw the wisdom of listening to Father (that it was listening to Father that had been the real important judgment to make all along). At the height of his popularity, a large percentage number of the Spirits of Heaven had been listening to Lucifer, and soon they too realized that they had been taken in and misled, and so now while still in Council the invectives started flying: Many blamed Lucifer directly for the garbage advice he had given, while other smarter Spirits realized that the true source of their error had actually been within themselves, and that Lucifer had simply been feeding a want. Those who had been snickering at those dumb stupid unmotivated goy supporters of Michael -- wasting their time concerning themselves with the trivia of what Father had to say about this or that when such grand and important conquests were so imminent -- now saw that it was the Last who were now First, and that what they thought had been the First in importance was now the Last. Now that their mentor Lucifer had nothing to lose, he offered himself to be the Savior for mankind, subject to certain qualifications designed to insure that he would return to Father's presence -- but Father declined his invitation. With no possible way to ascend to Father's Celestial Status, Lucifer was not about to let this get any farther without putting up a good fight, and so he then openly rebelled against Father: The War in Heaven was on, but only about a third of the Spirits participated with Lucifer in trying to pull off this incredibly stupid grab for power act; Lucifer was

cast out, and was locked onto the domain of this planet (which had been created before the War took place, and the War itself is actually very recent). Many of the Spirits who had listened to and had emulated Lucifer in the First Estate switched sides at the last minute and valiantly fought against Lucifer's Rebellion; as viewed from Lucifer's perspective, these Spirits betrayed him when he thought he needed them most. After the Rebellion was quashed, these Spirits who had switched at the last minute accepted Father's *Plan of Salvation*, entered into Covenants with Father regarding what will and will not be adjudged at the Last Day, and were promised bodies down here. Although they did switch sides at the last minute, they nevertheless continued to retain their deeply ingrained devilish intellectual orientation, as amnesia only blocks out factual knowledge and not personality or habits [which is why Mothers can often discern noticeable differences in her offspring's personalities from one baby to the next within a few hours after birth -- sorry collegiate Heathen *intelligentsia*, but variations in personality are not "genetic" -- a favorite catch-all word fraudulently used by clowns to explain away what they have no knowledge of].

...Today in 1985, those Spirits that once admired Lucifer so much are now down here among us; and like their mentor they can be collectively characterized by several key indicia: They are highly motivated, intellectually strong people and can be found in any profession where intellectual knowledge is important, such as in the law and in scientific research; their driving themselves in the First Estate to go after one successive hard won benefit after another, as frequently as possible, makes them razor sharp in the pursuit of business and commercial enrichment -- and they have a sparkle in their eyes for the gold and silver of this world (both juristic and physical), as that is what induced them to lay aside Father's advisories and acquire benefits at any cost, and without regard to moral or ethical values or the consequences of deception or damages. They also developed a reputation back then for going just too far. And like their mentor Lucifer, they have an intimate affection in their hearts for music and musical instruments, and no

interest in agriculture, horticulture, plants, or farming of any nature. Today, these Spirits are friendly, they smile, and they are easy to talk to; but whenever Jesus Christ is mentioned, they subconsciously draw anything from a blank to outright hatred -- and yet, they do not know why they possess such a disposition. Today in 1985, these Spirits -- one level above demon -- are all around us; and now, just like yesterday, they like to think of themselves as being pretty cute and smart when they pull off a business deal laced with lies and deception; they have no adverse concern for running someone else into the ground while getting what they want, politically or commercially -- it feels very natural to them. Having been trained by Lucifer to selectively incorporate deception into their *Plan of Salvation* for purposes of experiencing strategic conquest, they now continue on with the same old formula since it appears to be working so well and feels so natural to them; and the primary reason why Father let them come down to this Adamic world is because of their valiant display in one of the final Sessions of Council -- but even that judgment of theirs, as correct as it was, was just an isolated fluke [fluke or no fluke, this judgment stands as *conclusive evidence* that these little Gremlins can exercise correct judgment in matters concerning their relational standing before Father -- *whenever they feel like it*]. Having had a protracted working relationship with them before, Lucifer is very well acquainted with these people, and he is now using these Gremlins as expendable meat to do his dirty work for him; and at the Last Day we are told that Lucifer will be there, too -- and he fully intends to get even.

...Today, we are in the Second Estate for a short while, and everyone is starting over from scratch, even up, and at point zero; and nothing has changed as the world Gremlin's, and a good many Heathens and Christians along with them, are falling for the same line again for the second time over. That Commercial enrichment and other forms of worldly conquest are very important, and so at a minimum, an occasional deceptive act here or there in business carries no adverse significance along with it. Meanwhile, Father has said *no* to deception, and no

exceptions. [[return](#)]

[114] The reason why IBM chose to move its headquarters out of Manhattan in 1961 was shrouded behind a veil of secrecy and deception, a *modus operandi* faithfully replicated later on by other corporate executives while trying to explain away why their offices were being transplanted out of New York City in the latter 1960's and 1970's. Starting on page 28 in *Computer Decisions Magazine* for March of 1977, Thomas Mechling explains the reason why IBM packed their bags and left Manhattan for a hill top orchard in Armonk, 30 miles North of New York City. In explaining away the relocation, IBM Vice President J.J. Bricker tried to peddle the bleeding heart line that IBM employees were unhappy with life in NYC and wanted the suburbs:

"We have a belief that if the people can spend more time with their families and have easier commuting, there is a certain plus for the employees and their families. The plus is indicated by the attitude of everybody." -
[*Computer Decisions*, id., at 30].

But J.J. Bricker was silent on the fact that internal IBM polls had revealed an aversion to move to the suburbs -- just the opposite as reported; later, secretarial and clerical employees would actually refuse to make the relocation to Armonk [id., at 30]. It turns out that the real reason why IBM left Manhattan is because Thomas J. Watson, Jr., had been briefed by Nelson Rockefeller on the planned "likelihood" of a controlled nuclear war taking place in the United States, with NYC standing as a certain target; and so hearing that, Watson wanted out of NYC.

"The real, unwritten, and unspoken reasons that Thomas J. Watson, Jr. wanted to get his top management the hell out of mid-Manhattan in 1961 was to escape and survive a nuclear bombing of New York City, a likelihood seen by the most influential, inside-information sources he was uniquely privy to..." - [*Computer Decisions*,

id., at 28]

The war Nelson Rockefeller was referring to had been planned to occur far in the future -- in the late 1970s, timed immediately after certain long range military objectives were expected to have been accomplished by then (such as a base on the Moon). The ability to control the direction of the staged "war" by having superior and redundant hardware recourse over pretended Russian adversaries was deemed very important by the Four Rockefeller Brothers. But the planned war never came to pass as unexpected factors surfaced like Russian military intervention and reversals by numerous allies of the Four Rockefeller Brothers (who had started pulling off their own assorted double crosses in 1976); so out of weakness in the late 1970's, the Four Rockefeller Brothers then shifted to a *First Strike* Nuclear War posture, a posture our adversaries took very astute notice of. It is important to realize that when we are formally invaded under Russian supervision, they will be believing in part that they are doing the right thing in order to save the world from Nuclear War [the other parts involve *set up* combined with a deep Russian allure for grand scale conquest]; yes, some folks who never gave it any thought will view that line as being ridiculous -- however, that is not important; what is important is that the impending military seizure of the United States, without any damages, if possible, is viewed by our adversaries, for whatever their reasons are, as being both justified, morally necessary and even compelling. This is why the impending invasion itself is actually very feasible, with both momentum and motive being present. However, the prospect of an invasion remains remote to most folks (to those who have even bothered to think about it) as they dismiss the likelihood of such circumstances ever transpiring. However, an enlarged basis of factual knowledge on the incentives the Russians are operating on now makes this impending invasion very attractive on their part, and an objective assessment would reveal that, yes, they actually do have strong and hard motives for at least trying to do so.

...And as for the Four Rockefeller Brothers, by the end of

1979, each of the Four Rockefeller Brothers had been introduced into the world of Rothschild double cross under violent and unpleasant circumstances -- an interesting look ahead glimpse into the magnitude of the consequences of Lucifer's planned Tort Law double cross at Father's Last Day. [See generally, Thomas B. Mechling in *9 Computer Decisions Magazine*, page 28 ["Gimme Shelter: Why IBM Fled the City"], (March, 1977)]. [[return](#)]

[115] Gremlin James E. Lawson, attorney for the Federal Power Commission, testifying before Congress in *Worker's Right to Work* in Hearings before a Subcommittee of the Committee on the Judiciary, United States Senate, at page 51; 72nd Congress, Second Session, discussing Senate Bill 5480 (February, 1933). [[return](#)]

[116] One of the neglected Leit Motifs of the New Testament [*Leit Motif* means dominate or recurring theme] is the Adversarial nature of this World being an enlarged continuation of the heated feud between Jesus and Lucifer that took place back in the First Estate; each recognizes the other as his old opponent and rival [see the true Status recognition of Jesus by devils in *Mark 5:7* and *Lule 4:34* to *35*; and the recognition is mutual in *Luke 10:18*]. The Adversarial contest between Jesus and Lucifer that had its genesis in the First Estate was once continued down here in a desert battle [*Matthew 4:1*]; with that inflated bag of hot air -- Lucifer -- claiming the lead role and challenging prominent Personages, nothing changes on this stage either, because the bouts that Lucifer's imps and Jesus once exchanged as Adversaries are now being handed down to us all as Lucifer's imps throw one good Tort drubbing after another at us, with many folks having no sensitivity even to the existence of the drubbings or their origin. The invisible War we are involved in down here [*Ephesians 6:12*] is a continuation of the conflict in the beginning [*Hypostasis of the Achrons 134:20*]; with those actors on this stage largely following the same mentor now that they had found attractive once before on the previous stage [*John 8:44*; and *Odes of Solomon 24:5* to *9*]. And just like once before in the First Estate, today

there is also now a large group of folks just idly sitting on the sidelines watching it all go by; they associated nothing of importance to what they were watching then, and they now continue to associate nothing of importance to the movements of Gremlins today. [[return](#)]

[117] Remember that deception takes three separate steps to be successful [*Creation, Conveyance and Acceptance*]. If any one of those steps individually falls apart, then the deception stops right then and there. As it pertains to the *Creation* stage of deception: Well known to a few selected legal circles (and in particular the United States Department of Justice) are the words of United States Special Judge Advocate John A. Bingham Jr., who made arguments at the criminal prosecution of John H. Surratt and other conspirators who were involved logistically with the assassination of President Abraham Lincoln. This Trial took place in Washington, D.C. in 1865:

"A conspiracy is rarely, if ever, proven by positive testimony. When a crime of high magnitude is about to be perpetrated by a combination of individuals, they do not act openly, but covertly and secretly. The purpose formed is known only to those who enter into it. Unless one of the conspirators betrays his companions and give evidence against them, their guilt can be proven only by *Circumstantial Evidence*... It is said by some writers on evidence that circumstances are stronger than positive proof. A witness swearing positively, it is said, may misapprehend the facts or swear falsely, but that circumstances cannot lie... It is reasonable that where a body of men assume the attribute of individuality, whether from commercial business or the commission of a crime, that the association should be bound by the acts of one of its members, in carrying out the design." - John A. Bingham Jr. in *Trial of the Conspirators for the Assassination of President Lincoln, Etc.*, at Page 52; in *Arguments Before a Military Commission*,

Delivered June 27 and 28, 1865 [GPO, Washington (1865); Quoting on Part *United States vs. Cole, et al.*, 5 Mclean 601]; {University of Rochester, *Rush Rhees Library*, Rare Books Room ["Lincoln File -- Seward Pamphlets"], Rochester, New York}}].

Notice how Conspirators may be proven: Only by one of the *insiders* talking (not very likely), or by watching their movements and observing the train of circumstances they leave behind them. One of the ways to observe Gremlin movements is to observe the more visible people that they necessarily associate with in Commerce [Gremlins have to associate with those irritating non-Gremlin vermin, since there are just not enough Gremlins to go around]. And then watch for the circumstantial fallout resulting from the relational activities by their more visible associates in Commerce to signal something grand impending in the air... something originating with Gremlins themselves.

One example of someone, not a Gremlin, who associated circumstantially with Gremlins and learned in advance of the intended outcome of some of their sneaky maneuverings for conquest and damages, was an Episcopal Minister by the name of Edward Welles. Bishop Edward Welles was Rector of the CHRIST CHURCH in Alexandria, Virginia [the Church of George Washington]. In his autobiography published in 1975, Bishop Welles had a few words to say about his brief interfacing with Gremlin Franklin D. Roosevelt, immediately prior to Pearl Harbor:

"Another of my friends was Norman H. Davis, president of the *American Red Cross*, who was elected to our Parish vestry. He was very close to President Franklin D. Roosevelt, and saw him frequently. On November 6, 1941, I had lunch with Mr. Davis in Washington, and learned of the approaching war with Japan, which would begin within five weeks. I was shaken, and asked Mr. Davis to urge the President to appoint a *National Day of Prayer*, and handed Mr. Davis a letter I had written to President Roosevelt on

the subject. Mr. Davis did hand my letter to the President, who did appoint the following New Year's Day as a *National Day of Prayer*. I was so moved by the luncheon revelations that later that very day, I sent out mimeographed postal cards to the congregation, stating:

'The Rector is preaching a Sermon at 11am service Sunday, November 9th, which he feels is sufficiently important to call to your attention. The Sermon will assess the desperate situation that confronts America this Armistice Day, and suggests basic Christian attitudes and actions.'

"On Sunday in the course of that Sermon, I said:

'Few people realize how great is the possibility that we shall actually be at war with Japan within 30 days.'

"The congregation was deeply shocked. And in response to many requests my booklet of Sermons was reprinted with this Sermon added. 28 days after that Sermon came December 7th, the Japanese attacked Pearl Harbor, and the war was on."

- Edward Welles in his autobiography *The Happy Disciple*, at 62 [Learning Incorporated, Massette, Maine (1975)].

Bishop Welles, at that time, had no way of knowing that President Roosevelt's advance knowledge of Pearl Harbor was due to FDR's diligent and extended efforts to bring about that attack. Like others brought in from the outside, Bishop Welles was snared in a Gremlin's web of intrigue by innocent circumstantial association.

Deception is very important to Gremlins, as they continue

on with their deception down to the present day, by wanting folks to believe that no one could possibly have known anything was afoot in 1929:

"In the Summer of 1929 a few prophets foresaw the coming stock market crash. Only one gifted with second sight could have foreseen the sequel -- a world depression historians would single out by calling *Great*. In the United States at any rate, most of the businesses community continued to believe in permanent prosperity, until the bottom fell out." - Harold van Cleveland and W.H. Brittain in *A World Depression?*, Foreign Affairs, page 223 (January, 1975).

Contrary to what those two gentlemen would like you to believe -- that *no one* could have known what was impending, in fact the Gremlins knew, and they took steps to immunize themselves from the unpleasant circumstances they were planning to bring down on us all; but not everyone was caught off guard by their manufactured depression: Those individuals who had been tipped off by Gremlins also went about their work buttoning down the hatches. We turn now back into early October, 1929; into a bank in New York City, where a young banker was about to be introduced into the eerie world of Gremlin intrigue:

"I was impressed when Mr. Henry Morgenthau Sr., a retired banker and former ambassador, called on the bank in person, and directed it to dispose of every stock, security, and bond then held in his Trust, and to reinvest the proceeds in Bonds of the U.S. Government. Gratuitously, he added that he wished these bonds remained so invested until he directed otherwise, a step which he said he did not contemplate taking for at least 15 years... To me it seemed as if he knew what he was doing and why. He did not appear to be following a hunch... The impression he gave was one of confidence in his judgment. It was this impression which convinced me that

there was a basis for that judgment, that what he knew others could know." - Mr. Norman Dodd, in a New York City speech in 1946 [Mr. Dodd later went onto be the Director of Research for the Reece Committee of Congress in 1953, investigating the role played by Tax Exempt Foundations in furtherance of Gremlin objectives. See *House Special Committee to Investigate Tax Exempt Foundations*, House Report 217; 83rd Congress, Second Session (May, June, July, 1953); Mr. Dodd is identified on page 5 as being the Director of Research [which in itself produced another chilling successive seriatim of factual accounts in well organized Gremlin mischief].

A few weeks after Mr. Morganthau took that action directing the reinvestiture of his family Trust money, the advisory memoranda that Gremlins had been quietly circulating among their intimates began to jell, and the Great Stock Market Crash was on, as planned [as I will discuss later].

...Now it is 1985, now quite some time has lapsed since the first great American Depression, and now another Great Depression is once again scheduled to make its appearance; and as before, individuals transacting business with Gremlins are once again dropping *Circumstantial* indicia that Great Depression II is impending:

...In 1979, planning for a large regional mall to be located on an abandoned airport in southern Rochester, New York, was in its advanced stages by a consortia of the Wilmorite Group (of the Wilmont Family who previously built numerous large shopping centers) and Emil Mueller (who owned the land underneath the abandoned airport). The Mall would be called *Marketplace Mall*, and the very extensive and impressive research and market studies on the Rochester area demographic and retail purchasing power had been completed. This mammoth Mall

would be a magnet, bringing in shoppers from far away Syracuse and Buffalo, New York, and even Toronto, Canada. Having done its homework, the Wilmorite Group sent its leasing scouts out to search for tenants; they needed a few heavy anchors [*Anchor* tenant means the big well known national chain stores who draw large crowds with their large advertising budgets], and quite a few small tenants as well. They managed to line up Sears Roebuck, JC Penney, and small regional department store chains like McCurdy's and Sibley's [owned by Associated Dry Goods Corporation in New York City]. They made a preliminary inquiry at a Canadian department store chain called *The Hudson Bay Company*, based in Toronto, but the Wilmorite invitation to lease space in Rochester was politely declined. The *Hudson Bay Company* chain is exclusively Canadian, and does not have any store anywhere in the United States, but that meant nothing to the Wilmorite *Mall* pushers; so several Wilmorite leasing executives paid a personal visit to the *Hudson Bay Company* administrative offices in Toronto to try and convince those Canadian fellows that this American mall was going to be special, and that they might want to reconsider this one. That is a normal everyday business proposition, and the Wilmorite executives were in Toronto on a normal everyday business trip -- but they were not prepared for the shock that they would be receiving, as they found themselves entering into the closed private world of international Gremlin intrigue; they would be leaving Toronto bewildered that day. While trying to make their leasing presentation to *Hudson Bay Company* officials, the Wilmorite Group was told that the *Hudson Bay Company* would be unable to lease space in that proposed Mall, as well as any other Mall in the United States -- because American exclusion orders had come down from upstairs, from advice by Gremlin Edgar Bronfman himself [of *House of Seagrams* in

Montreal], that a major American depression was in gestation, and that your proposed Mall would one day be desolate, and that the *Hudson Bay Company* would be unable to participate in your venture. Needless to say, such blunt rebuffment is very rare in business on the North American Continent, where common business rejection practice nowadays is to deflect the real reason off to the side and point attention over to something else nice. [A toned down and less grandiose *Marketplace Mall* opened to the public in late 1982].

...Now in 1985 it is some five years later with some industries stagnant and others showing modest growth, but no real prosperity in the air. Now word has come down from another business associate of Edgar Bronfman who works for *Fairview-Cadillac, LTD.*, a large Canadian real estate development firm (who speaks to Edgar frequently on the phone), to watch for a period of large corporate mergers in the news, as the management, acting on *inside* information, starts to button down the hatches; generally, about 1990 or so is the year planned for the planned erosion in the economy to start to appear widespread due to the wide ranging number of industries that will have reached hat long awaited Gremlin day of a *Stationary State*, or stagnation. The computer industry will likely never recover from its doldrums of 1983; discretionary retail purchases will slow down first, then followed by a slowdown in necessary items like food and clothes, so watch for inventory statistics by retail chains, as they accelerate their personnel and inventory trimming. Government unemployment and Commerce statistics should be disregarded, together with the planned assurances for the media and Government to make: *that all is well*. Personal moves to be made to deflect the effect of the Depression should be to replicate for yourself

the *Principle of Nature* manifested by certain mammals like chipmunks and squirrels, as they accumulate a personal reservoir of storage items to hold them through known impending lean seasons. This impending Depression in the United States off in the 1990's will be unique in the sense that the United States will also be simultaneously finding itself engaging in military defense operations internally; and the disruptions to Commerce such military intervention created will cause regional areas as of where there are literally no commodities available for purchase at any price (unlike the somewhat quiescent domestic scene in the 1930's and World War II where the stores had merchandise to sell and the problem then was lack of purchasing money).

...No, Edgar Bronfman will never publicly say anything revealing, as Gremlin Conspirators, like Lucifer, do not operate in the open; but having our *ears close to the ground* and by watching people who interface with Mr. Bronfman, those *circumstances* tell us more than what we need to know: That the world's Gremlins have a few surprises planned for us. And today, just like in the 1930's, the next Depression is also being brought to you courtesy of international Gremlin intrigue -- and not by some confluence of market factors that collegiate *intelligensia* economist clowns, and others sponsored into positions of prominent administrative power would like you to believe, such as this little imp:

"The problem of controlling booms and depressions is a major part of any country's economic problem, at its broadest... The problem of preventing booms and depressions has to do mainly with the question of utilizing our resources as fully and continuously as possible." - Marriner S. Eccles, Chairman of the

Federal Reserve Board, in *Controlling Booms and Depressions*, Fortune Magazine, page 88a (April, 1937).

Sorry Marriner, depressions originate with the massaging of the economy under the plans of Gremlins; a situation made technically feasible since the economy is under the central control of an instrumentality of the King. Giving the Gremlins more control of the house management, *fully and continuously*, will not end the depressions, as Gremlins have been more than competent to manufacture depressions with less than the degree of control they now have. Only getting rid of the Gremlins themselves will end depressions -- but this is not the kind of talk that Gremlins want to hear propagated.

December 31, 1985

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