



"Those who say it cannot be done should not interfere with those of us who are doing it"© - S. Hickman

[Home](#)

[Against the Grain Press Loss of Liberty Revealed](#)

[Working Tommy C.](#)

[Livid Leigh](#)

[Boilin' Ed](#)

[D. Tom](#)

[The Informer](#)

[Knowledge is Freedom](#)

[Privacy](#)

[Links](#)

[Court Case](#)

[Contact Us](#)

© 1994 - 2009
Against the Grain

207,175

The Informer

FICTION OF LAW

Well People, It's about time to wake up and smell the coffee. What I am about to give you is nothing but the truth from the courts and laws of the United States. When you know what to look for you will find it in the oddest places. Places that the ordinary man would not expect to find it. Every one talks about government being a corporation as cited in 28 USC 3002 (15). Every one complains when taken to court where is the contract. All people argue these contracts, whether implied, adhesion or what ever. So there is a lot in common with all the arguments. Of course when you go into court you most always lose even when bringing in the law, regulations and court cases that you feel supports your position.

For years now I have been trying to make people understand that citizenship, of what ever government nature, is what sucks you into being a taxpayer, or requiring you to get whatever license is needed to survive and being controlled by government (corporation). How the government operates is by Fiction of Law. A fiction of law is stated from Lectric Law Library on the net as follows:

The assumption that a certain thing is true, and which gives to a person or thing a quality which is not natural to it, and consequently establishes, a certain disposition, which, without the fiction, would be repugnant to reason and to truth. It is an order of things which does not exist, but which the law prescribes or authorizes. It differs from presumption because it establishes as true, something which is false; whereas presumption supplies the proof of something true.

The law never feigns what is impossible. Fiction is like art; it imitates nature, but never disfigures it. It aids truth, but it ought never to destroy it. It may well suppose that what was possible, but which does not exist; but it will never feign that what was impossible actually is.

Fictions were invented by the Roman praetors who, not possessing the power to abrogate the law, were nevertheless willing to derogate from it under the pretense of doing equity. Fiction is the resource of weakness which, in order to obtain its object, assumes as a fact what is known to be contrary to truth: when the legislator desires to accomplish his object, he need not feign, he commands. Fictions of law owe their origin to the legislative usurpations of the bench.

It is said that every fiction must be framed according to the rules of law, and that every legal fiction must have equity for its object. To prevent their evil effects, they are not allowed to be carried further than the reasons which introduced them necessarily require.

The law abounds in fictions. That an estate is in abeyance; the doctrine of remitter, by which a party who has been disseised of his freehold and afterwards acquires a defective title, is remitted to his former good title; that one thing done today, is considered as done at a preceding time by the doctrine of relation; that because one thing is proved, another shall be presumed to be true, which is the case in all presumptions; that the heir, executor, and administrator stand by representation in the place of the deceased are all fictions of law. "Our various introduction of John Doe and Richard Roe; our solemn process upon disseisin by Hugh Hunt; our casually losing and finding a ship (which never was in Europe) in the parish of St. Mary Le Bow, in the ward of Cheap; our trying the validity of a will by an imaginary wager of five pounds; our imagining and compassing the king's death, by giving information which may defeat an attack upon an enemy's settlement in the

antipodes; our charge of picking a pocket or forging a bill with force and arms; of neglecting to repair a bridge, against the peace of the king, his crown and dignity are circumstances, which, looked at by themselves, would convey an impression of no very favorable nature, with respect to the wisdom of our jurisprudence."

Now notice that *Assumption* is the word used to describe how fiction operates. The word presumption is the opposite, see opening paragraph for this sentence **"It differs from presumption because it establishes as true, something which is false; whereas presumption supplies the proof of something true."**

Now lets use this material from Black's 3rd Edition Law book and a case to wit:

Fiction. Derived from Fictio in Roman Law, a fiction is defined as a false averment on the part of the Plaintiff which the defendant is not allowed to traverse, the object being to give the court jurisdiction. Black's Law Dictionary 3rd Ed. (1969) Pg. 468; In the case of "Willful failure to File," the Plaintiff and court invents the "fiction" that defendant is a "taxpayer", A.K.A. "Person." Motions and briefs which rely on precepts of law will thereafter be denied or found frivolous. This point was made clear in Roberts v. Commissioner, 176 F 2d 221, 225 (9 C.A., 1949)

Now you know why all your arguments are frivolous. You are a fiction and fictions have no constitutional protection from encroachment on your unalienable rights. What is this fiction that you are? This is a list of words or phrases that describe a fiction, remembering "fiction" is artificial in character, *PERSON, RESIDENT, U.S. CITIZEN, STATE CITIZEN, and INDIVIDUAL.*

I am using the full case as it is so important, not only for the fact that I am writing on Fiction of Law, but other parameters that I have written long ago and that people pooh-pooed it as ridiculous as it dealt with admiralty. I had showed where both revenue and driving was maritime in nature and almost everyone said I was way off base even though I had shown, through Benedict on Admiralty, that licensing and registering your car was in the nature of maritime. So all revenue situations, Income tax and Driving are in the admiralty jurisdiction because of the maritime nature. That is why the courts will not tell you the nature is maritime and the cause is that you have violated your promise to perform under fiction of law. Now you are going to say, oh no the Informer is going off the deep end again. Well hear these cases out and the Fiction of Law premise. Take off the blinders you have had on so long and use the brain that the Lord gave you. The Lord did say that not all that have eyes to see will see and, therefore, if you do not see you will forever be doomed to the existence you have. I am going to bold, in the case, to show how maritime is used whenever you carry passengers for hire, be it boat, plane, wagon, scooter, rickshaw or car. Do not lose sight of the fact that you are a fiction and have contracted with government when reading this case. Oh by the way go to Find Law and search for Fiction of Law and have a good time reading.

U.S. Supreme Court
ARCHAWSKI v. HANIOTI, 350 U.S. 532 (1956)
350 U.S. 532
ARCHAWSKI ET AL. v. HANIOTI.
CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE
SECOND CIRCUIT.
No. 351.
Argued March 5, 1956.
Decided April 9, 1956.

A libel in admiralty alleged that petitioners paid moneys to respondent for transportation

to Europe on respondent's vessel, and that respondent breached the contract by abandonment of the voyage. The libel further alleged that respondent wrongfully appropriated the passage money to his own use and committed other fraudulent acts. Held: The cause of action alleged was within the admiralty jurisdiction of the Federal District Court. Pp. 532-536.

(a) The essential character of the libel as a claim for breach of a maritime contract was not altered by the allegations of wrongfulness and fraud. Pp. 534-535.

(b) So long as the claim asserted arises out of a maritime contract, the admiralty court has jurisdiction over it. P. 535.

(c) Admiralty has jurisdiction even where a libel reads like **indebitatus assumpsit at common law**, provided that the unjust enrichment arose out of the breach of a maritime contract. Pp. 535-536.

223 F.2d 406, reversed and remanded.

Harry D. Graham argued the cause and filed a brief for petitioners.

Israel Convisser argued the cause and filed a brief for respondent.

MR. JUSTICE DOUGLAS delivered the opinion of the Court.

The sole question in the case is whether the cause of action alleged comes within the admiralty jurisdiction of the District Court. The District Court held that this was an action on a maritime contract, within the admiralty jurisdiction, 129 F. Supp. 410. **The Court of Appeals reversed, holding that the suit was in the nature of the [350 U.S. 532, 533] old common law indebitatus assumpsit for money had and received, based upon the wrongful withholding of money.** 223

F.2d 406. The case is here on a petition for certiorari which we granted, 350 U.S. 872, because of the seeming conflict of that ruling with *Krauss Bros. Co. v. Dimon S. S. Corp.*, 290 U.S. 117, 124.1

The libel alleges that respondent, doing business in his own and in various trade names, owned and controlled a passenger vessel, known as the *City of Athens*, and **held out that vessel as a common carrier of passengers for hire**, and that petitioners paid moneys for passage upon the vessel, scheduled for July 15, 1947, to Europe. **A contract for the transportation of passengers is a maritime contract within admiralty jurisdiction.**2 *The Moses Taylor*, 4 Wall. 411. The allegations so far mentioned **are plainly sufficient to establish such a contract.** The libel goes on to allege a breach of that contract through an abandonment of the voyage. If this were all, it would be plain that petitioners stated a claim for breach of a maritime contract. But the libel further alleges that the sums paid by petitioners as passage money were "wrongfully and deliberately" applied by respondent to his own use and benefit "in reckless disregard of his obligations to refund [350 U.S. 532, 534] the same" and that respondent "has secreted himself away and manipulated his assets . . . for the purpose of defrauding" petitioners. Then follow allegations of certain fraudulent acts and transactions.

The allegations of wrongfulness and fraud do not alter the essential character of the libel. For the ancient admiralty teaching is that, "The rules of pleading in the admiralty are exceedingly simple and free from technical requirements." *Dupont de Nemours & Co. v. Vance*, 19 How. 162, 171-172. And see 2 *Benedict*, *American Admiralty* (6th ed. 1940), 223, 237. Though these particular allegations of the libel sound in fraud or in the wrongful withholding of moneys, it is plain in the context that the obligation to pay the moneys arose because **of a breach of the contract to transport passengers. Lawyers speak of the obligation in terms of indebitatus assumpsit**, a concept whose tortuous development gave expression to "the ethical character of the law." See Ames. *The History of Assumpsit*, 2 *Harv. L. Rev.* 1, 53, 58 (1888). As Mr. Justice Holmes once put it, "An obligation to pay money generally is enforced by an action of assumpsit and to that extent is referred to **a contract even though it be one existing only by fiction of law.**" *Thomas v. Matthiessen*, 232 U.S. 221, 235.

I HAVE INCLUDED A PORTION OF THIS CASE AFTER THIS ONE, THE INFORMER.

The fiction sometimes distorted the law. A line of authorities emerged to the effect that admiralty had no jurisdiction to grant relief in such cases "because the implied promise to repay the moneys which cannot in good conscience be retained - necessary to support the action for money had and received - is not a maritime contract."3 *United Transp. & L. Co. v. New York & B. T. Line*, 185 F. 386, 391. **Yet that duty to pay is often referable, [350 U.S.**

532, 535] as here, to the breach of a maritime contract. As Mr. Justice Stone said in *Krauss Bros. Co. v. Dimon S. S. Corp.*, supra, at 124:

". . . Even under the common law form of action for money had and received there could be no recovery without proof of the breach of the contract involved in demanding the payment, and the basis of recovery there, as in admiralty, is the violation of some term of the contract of affreightment, whether by failure to carry or by exaction of freight which the contract did not authorize."

The truth is that in a case such as the present one there is neither an actual promise to repay the passage moneys nor a second contract. The problem is to prevent unjust enrichment from a maritime contract. See Morrison, *The Remedial Powers of the Admiralty*, 43 *Yale L. J.* 1. 27 (1933). A court that prevents a maritime contract from being exploited in that way does not reach beyond the domain of maritime affairs. We conclude that, so long as the claim asserted arises out of a maritime contract, the admiralty court has jurisdiction over it.

The philosophy of *indebitatus assumpsit* is, indeed, not wholly foreign to admiralty. Analogous conceptions of rights based on **quasi-contract are found in admiralty**. One who saves property at sea has the right to an award of salvage, regardless of any agreement between him and the owner. See *Mason v. Ship Blaireau*, 2 *Cranch* 240, 266; *The Sabine*, 101 *U.S.* 384, 390; 1 *Benedict*, supra, 117 et seq. Likewise, where cargo is jettisoned, the owner becomes entitled to a contribution in general average from the owners of other cargo which was saved without the aid of any agreement. See *Barnard v. Adams*, 10 *How.* 270, 303-304; *Star of Hope*, 9 *Wall.* 203, 228-230; 1 *Benedict*, supra, 98. Other examples could be given. See *Chandler, Quasi Contractual Relief* [350 *U.S.* 532, 536] in *Admiralty*, 27 *Mich. L. Rev.* 23 (1928). Rights which admiralty recognizes as serving the ends of justice are often indistinguishable from ordinary quasi-contractual rights created to prevent unjust enrichment. How far the concept of quasi-contracts may be applied in admiralty it is unnecessary to decide. It is sufficient this day to hold that admiralty has jurisdiction, even where the libel reads like *indebitatus assumpsit* at common law, provided that the unjust enrichment arose as a result of the breach of a maritime contract. Such is the case here.

The judgment is reversed and the case is remanded to the Court of Appeals for proceedings in conformity with this opinion.

Reversed and remanded.

Footnotes

[Footnote 1] There is also an apparent conflict with *Sword Line v. United States*, 228 *F.2d* 344, 346, decided, after we granted certiorari, by a different panel of the Second Circuit from the one which sat in the instant case.

[Footnote 2] The Court in *New Jersey Steam Navigation Company v. Merchants' Bank*, 6 *How.* 344, 392, stated that in determining admiralty jurisdiction the inquiry is "into the nature and subject-matter of the contract, - whether it was a maritime contract, and the service a maritime service, to be performed upon the sea, or upon waters within the ebb and flow of the tide. And, again, whether the service was to be substantially performed upon the sea, or tide-waters, although it had commenced and had terminated beyond the reach of the tide; if it was, then jurisdiction has always been maintained."

[Footnote 3] And see *Israel v. Moore & McCormack Co.*, 295 *F.* 919; *Home Ins. Co. v. Merchants' Transp. Co.*, 16 *F.2d* 372; *Silva v. Bankers Commercial Corp.*, 163 *F.2d* 602. [350 *U.S.* 532, 537]

The following is the case cited above that bears importance on the fiction and how you are compelled to pay an income tax for your contract with the government. It is based on a level of a dollar amount which is the possession and use of a federal Reserve Note which is a debt you had and received in a transfer to which you are to pay back a portion for the use of the notes. This is based on the promise to follow all the rules and regs as a citizen of, resident therein of the contract, by implied consent for accepting the artificial character of individual, which is a word definition defining person in statute that is the subject of liability. When reading the following replace "stockholder"/"members" with citizen/person/ resident and "corporation" with State or United States

of United States.

Thomas v. Matthiessen, 232 U.S. 221, 235.

There remains only the question whether the liability is of a kind that will be enforced outside of the California courts. Analysis on this point often is blurred by the vague statement that the liability is 'contractual.' **An obligation to pay money generally is enforced by an action of assumpsit, and to that extent is referred to a contract, even though it be one existing only by fiction of law.** But such obligations when imposed upon the **members of a corporation** may vary very largely. The incorporation may create a chartered partnership the members of which are primary contractors, or it may go no farther than to impose a penalty; or again, it may create a secondary remedy for a **debt treated as that of the corporation alone**, like the right to attach the corporation's real estate; or the liability may be inseparable from the local procedure; or the law may be so ambiguous as to leave it doubtful whether the liability is matter of remedy, and local, or **creates a contract on the part of the members that will go with them wherever they are found** McClaine v. Rankin, 197 U.S. 154, 161 49 L. ed. 702, 705, 25 Sup. Ct. Rep. 410, 3 Ann. Cas. 500; Christopher v. Norvell, 201 U.S. 216, 225, 226 S., 50 L. ed. 732, 736, 26 Sup. Ct. Rep. 502, 5 Ann. Cas. 740. In the present case we think that there can be no doubt of the meaning of the California statute. It reads: '**Each stockholder of a corporation is individually and personally liable for such proportion of its debts and liabilities, etc., as we have stated, and supposes the action against him to be brought 'upon such debt.'**' Civil Code, 322. This means that by force of the statute, if the corporation **incurs a debt within the juris-** [232 U.S. 221, 236] **diction, the stockholder is a party to it, and joins in the contract in the proportion of his shares.**

Now, I hope you are ready to understand what you have read. All statutes are written for *persons, residents, individuals* and are premised on one thing, citizenship. Citizenship means you are a member of the corporate body politic of the state or federal government. So go ahead and call yourself a citizen of so and so state and you immediately become a "stockholder" of that State and assume all its debts. Plus the fact that the State you claim citizenship in is a "*political subdivision*" of the United States. Since all States are corporations and have joined the parent corporation, The United States, you are bound to a contract as stated in the cases above. Now you have ASSUMED the character of a FICTION OF LAW, namely that of a **person**, to which all statutes apply. Now in the definition of *person* the word INDIVIDUAL describes person in 26 USC 7701 (a) (1). In my books, *The New History of America* and *Which One Are You*. I used two cases wherein the Judges stated that the defendants did not dispute that they were NOT United States citizens so they were taxpayers. Why people did not pick up on this is because there is very little logical thinking minds anymore to deduce the obvious.

Here is how you become part of a contract, that all talk about existing, but no one can figure out where this contract is, to promise to pay the debt of the State and United States. As the above cases states, it is where ever the person (stockholder/member) is that the jurisdiction follows. That is why the IRS can go into a State contrary to what you all believe that they can not. Oh yes they can, and you did it to yourself when using a fiction of law and they came right back on that fiction of law and nailed you with your own actions which you cannot shake no matter how hard you try. They even went to Mexico to get the person, and when you now read Cook v Tate, it will become so clear that you will wonder why you did not see it before. You did not see it before because you did not have this information before you to digest.

Here is how they did it and looking back to the cases above it should be evident to you.

You are born a MAN, not a *person*, or *individual*. God created MAN. Did God create person, individual or citizen? No statutes are written with Man in them, only person. For only artificial entities can do

after other artificial entities, they cannot attack MAN. Read "*PERSON*" article written on www.atgpress.com/ for further clarification. The constitution is for members only, the States, not people. People cannot join the Union. To prove it try to join the Union. States are corporations. People, MAN, can become a member of a State by registering to vote or taking an oath to support that contract called a constitution. Once doing that you are a stockholder and therefore a *citizen* of that state. Citizen is an artificial character and a **Fiction of Law**. The statutes of contract are geared toward **person** which is artificial in character. Now that you have claimed *citizenship* of a State, you are deemed by the Courts as a person of artificial character. Artificial characters have no constitutional protections and are in the same class as other artificial entities (corporations). To prove this look at the words that define *person* in 26 U.S.C. 7701 (a) (1) which are individual, corporation, association, partnership, trust, estate, and company, all being artificial entities. Being this is so, your part of the debt of the government is predicated on the membership (read in the case above), wherever you might be. The debt the State has to the United States, as a Union member, is transferred to all its members to pay a federal income tax. So it matters not where you are the IRS can go into the state, any state, and has jurisdiction because you are a "*person*" described in the statutes who is *resident* in their political subdivision, the state.

So you are taken into court and claim that you are a sovereign citizen. Remember "*citizen*" is an artificial entity, a Fiction of Law. "*Citizen*" is not natural. So the court notes you, by your own admission, are a "member" of the body politic and proceeds on that Fiction of Law. You argue you are not the person liable because the statutes do not define the activity that makes you liable. The fact of the matter is, is that you are the "*person*" in the statute and the taxpayer in 7701 (a) (14). The person is what makes you liable, not so much the activity. So as was posted in the Cooper case on the internet, that everyone wants to believe that the use of the post office makes for dual citizenship is totally wrong. Dual citizenship is predicated on the fact you are a "member" of a political subdivision (State) of the United States, ergo have dual citizenship for taxation as you are responsible for the debts of both corporations, the State and the United States. So you are an "*individual*" required to file an *individual income tax form*. I include an excerpt from *The New History of America* that proves the point.

U.S. v Slater, 82-2 USTC 9571

"There is a tax imposed, in 26 U.S.C. Sec. 1, on the income of **'every individual.'** No provision exists in the tax code exempting from taxation **persons** who, like Slater, characterize themselves as somehow standing apart from the American polity, and the defendant cites no authority supporting his position. Slater's protestations to the effect that he derives no benefit from the United States government have no bearing on his legal obligation to pay income taxes. (cites omitted) **Unless** the defendant can establish that he **is NOT a citizen of the United States**, the IRS possesses authority to attempt to determine his federal tax liability."

Notice the last sentence, and also, they can only attempt to determine his federal tax liability.

attempt on a U.S. citizen. Now to the other case which is an Appeal in the Seventh Circuit and she lost;

Rachel Templeton v Internal Revenue Service, 86-1363 on appeal from 85 C 457.

"Finally, we address Templeton's second argument in which she claims that she is not a '**person** liable' or a 'taxpayer', as those terms are defined by the Internal Revenue Code and the relevant case law, and as a result that the provisions of section 6103 do not apply in her case. We agree with the district court that this **claim is patently frivolous**. As Templeton **does NOT dispute that she is a citizen of the United States**, and because the Code imposes an income tax on '**every individual** who is a **citizen or resident** of the United States,' 26 C.F.R. Sec. 1.1-(1) (a) (1985), it would clearly contradict the 'plain meaning' of the term to conclude that Congress did not intend that Templeton be considered a 'taxpayer' as the term is used throughout the Code."

In both cases the people claimed to be citizens of (belonging to) the United States, so the tribunals were absolutely right in their determinations because they fell under 26 Sec. 1 in USC and CFR. Most certainly they consented to the jurisdiction in question. Argue against their codes as mightily as you want, it matters not. They joined the insurance club as Spooner stated, didn't they?

END OF EXCERPT.

I don't know how much plainer it can get. That is why I published the fact that "in law" *person*, *resident*, and *individual* are all artificial entities. They are working a fiction of law because you fell right into legal terminology while NOT, in your mind, thinking the "legal" definitions applied to these terms. You helped put the nail in your own coffin so to speak, by helping the fiction of law prevail against you. So all the law that you use as a defense is for naught. As evidenced from the Slater and Templeton case, this is exactly what has happened all across this country in every court case before that time, (look at the Cook v Tate Case) and every case after that. Now you can appreciate why you lose by this definition statement to wit;

"a fiction is defined as a false averment on the part of the Plaintiff which the defendant is **not allowed to traverse, the object being to give the court jurisdiction**. Black's Law Dictionary 3rd Ed. (1969) Pg. 468; In the case of "Willful failure to File," the Plaintiff and court invents the "fiction" that defendant is a "taxpayer", A.K.A. "Person." **Motions and briefs which rely on precepts of law will thereafter be denied or found frivolous.**"

Now, this is not a false averment on the Plaintiff because YOU created the fiction of law either by your actions, or inactions in denying that, you are a registered voter; a resident of a State; a person, a individual; a member of a State; a citizen of a State; a United States citizen; that your constitution is designed to protect you, OR, claiming that you are a sovereign citizen. Use any of these and you, not them, are operating a fiction of law. Do you think they are going to tell you all these things? NO!

So let me play devil's advocate. If you are a "Sovereign citizen" and claim they are your servants, you are supposed to know all the law that your servants are to use and you would not use any of the terms listed in the above paragraph. So why do you

use those terms? Using these terms proves that sovereign citizen is truly an oxymoron as I have always stated. The reason is, sovereign is the opposite of citizen. This is what the masses and the most educated so called "patriot" cannot fathom because of the fraud and deceit placed upon you since childhood. You carry the fraud with you to your grave and in doing so pass it on to your children so everyone believes there is this thing called sovereign citizen. Why people cannot think for themselves is beyond me. All one has to do is research the word citizen to see he is under a legal disability, while Sovereign is not under any legal disability. The equivalent, respectively, are prose/pro per and sui juris. Legal terms are not common terms and are drafted to deceive.

So who is working a fiction of law that will never allow you to prevail? It is not the government. It is you. The government courts are only following the law and what you say. Place yourself as the judge and you know the "legal terms" that apply in court. You are bound by oath to give justice. A man comes before you and claims he is a "person", only not one liable to pay a income tax. He also claims he is a sovereign citizen of the State of So & So. He brings in the argument that there is no statute stating he is required to file an income tax form or pay a tax. Knowing he has just stated Fictions of law, you have to rule by the law. The law says person liable. He stated he was a person. Since this "person" has received a transfer over a certain sum of debt obligations, he, is made liable for the use and transfer of these debt obligations, see '*Use and Transfer*' and '*Is this what makes you liable*', on atgpress.com. This man did all the work for you in presenting all the fictions of Law to convict him. You, as a judge cannot rule against the law. See my point? Well this concludes another facet of our problem. Not one single argument will win, but this is as close as you are going to get. All the articles on www.atgpress.com/dovetail to make a neat package. I give this freely so that YOU, and no one else, can make the decision that I am lying or telling the truth. As I say, check my information out and everyone that states it is wrong. Leave no stone unturned, as you are the one that suffers, not us.

Sincerely,

The Informer

