Contracts

You are often scammed into believing you have entered into a contract when in fact you have not. To learn how to spot this deception we need to learn what constitutes a real contract and what does not.

In simple terms a contract is an agreement between two people who have agreed on a set topic, schedule or promise.

A contract is used where a trade is being proposed, whereas an agreement does not usually include a trade.

There are a few basic points that make up a true contract and these are as follows:

Offer

This may seem simple, but many people miss this part of any contract, and that is there has to be an offer.

Either yourself or another party must first initiate the contract; someone must make a proposition and lay out what is being proposed.

When offered to enter into a contract, you obviously have the right to decline. Once the offer is declined, the person making the offer must cease and desist in making any further repeat offers.

Repeat offers constitutes harassment and trespass against you, which you can take action against and make a claim of liability towards the person making the offer.

If someone claims you are in a contract, you must ask yourself; do you remember being offered in the first place?

Acceptance

Once an offer has been made, there has to be an acceptance; which is given using free will, without coercion.

With acceptance being given, the full details of the contract can now be laid out, where both parties can explore and detail the full nature of the contract.

Only those who have reached the age of consent can enter into a contract. Children have not gained enough experience to become responsible for themselves, and therefore do not have the right to enter into a contract.

It is the responsibility of the parents to consider any contracts involving their children.

Children cannot be a part of the free market, without adult supervision, as it is the parents who are responsible for any contract entered.

Consideration

A contract is an agreement to exchange something of value between two parties.

The value can be anything. It could be tangible, financial, time, labour or service, or a combination of each.

The consideration is the benefit of the contract for one party and the burden of the other, however it is most unusual for someone to freely enter into a contract and agree to any burden to pay or exchange without receiving something equal in value.

Without consideration being given by each party to the contract, the contract cannot be legally binding.

If there is no consideration provided by one party, there is no contract.

Meeting of the Minds

A contract can be either verbal or written. They both hold the same legal and lawful standing but a written contract is much easier to prove if one party decides to dishonour the contract.

As each Sovereign individual has their own court, jurisdiction, laws and rules, a contract is an agreement to join these areas, as it's mutually beneficial, and to draw a line as to where the border of each jurisdiction is set.

Full Disclosure

For a contract to be honourable and therefore valid, full disclosure is required by both parties.

Within any contract the whole truth must be disclosed to either party, this means the information cannot be falsified or omitted from the contract in an attempt to gain the upper hand.

If any information within a contract is found to be deliberately falsified or facts omitted, then the contract is null and void, regardless whether or not you signed it.

Signing

This is possibly the most important part of any contract, and that is it **MUST** be signed by two living breathing sentient people who have authority to sign.

The person signing must be over the age of consent, as children have no responsibility and are protected by the jurisdiction of their parents, and therefore are incapable to sign in the name of their own court and jurisdiction.

You can only ever sign a contract with another living breathing man or woman.

Different Types Of Contract

With the basic layout of a contract covered, we can now go over different types of contract and even some that are fraudulent.

Bilateral Contract

This is a legally binding agreement, typically in writing, with terms and conditions that have been negotiated between two or more parties.

It must follow all the criterial for a contract, and be signed by all parties involved.

This is the strongest legally binding contract there is.

Unilateral Contract

A Unilateral Contract is written by one party. They stipulate all the terms and conditions; however they are the only party with any obligations.

An example would be offering someone to carry out a service, in return for payment, such as a job offer.

Carrying out the offer within the contract is acceptance of the unilateral contract. Although signatures would be preferred and a prudent strategy, this may not always apply.

Note: for you to accept a unilateral contract, you must have carried out the condition within the offer, and of course you must have informed consent. This form of contract must be agreed upon between two, or more, living breathing men or women.

Unilateral Contracts cannot be applied to you, without your informed consent and acceptance of the conditions within the contract.

For you to break a Unilateral Contract, someone's rights must have been violated.

Unilateral Contracts are frequently applied fraudulently to many people, using legal fictions.

Adhesion Contract

A type of contract or legally binding agreement is between two parties to carry out a certain thing, in which one side has all the bargaining power and uses it to write the contract primarily to his or her advantage.

In layman's terms it means ***"take it or leave it."***

But like all other contracts you cannot be forced into the contract, and you still must have ***informed consent***.

Adhesion contract must be signed by two consenting, living breathing men or woman.

An adhesion contract cannot be applied to you by a legal fiction, because a legal fiction has no rights to violate, and therefore cannot uphold the contract if someone defaults.

Again, just like Unilateral Contracts this does ***not*** stop people trying to apply Adhesion Contracts using legal fictions.

Adhesion contracts are often used when someone has failed to pay loan instalments promptly, however if the penalty seems unproportionate to the failing, and the original contract was written in convoluted legalese designed to mislead and trap the person signing, then these contracts are deemed null and void, due to there being no meeting of the minds.

Tacit Contract

Also sometimes called Implied Contract, although they are not exactly the same.

In general an Implied or Tacit Contract means something which is not spoken but understood from non-verbal communication, however it is usually agreed upon through an action.

Actions like a smile, or winking, or perhaps a thumbs up could be construed as acceptance of a contract. However this would be more of an Implied Contract.

We enter a more of a grey area with a tacit agreement, as non-action and even silence can be used as acceptance of a contract.

This is clearly entering into a very dubious form of contract, but it still does not stop some people from trying this tactic on you.

Note: It is unlawful for the person initiating an offer to use a Tacit Agreement, however if an offer has been made to you, then you are well within your rights to use a Tacit Agreement, or even answer for them, to your advantage.

Licence

In very simple terms a licence is the permission to use the rights of another.

This stems from an individual's rights, which starts with their own self being.

Cogito, Ergo Sum: "I think, therefore I am".

Ownership begins with self-ownership, and therefore you must own what you create.

If what has been created by another is not traded to you within a free and agreed upon contract then you cannot claim ownership of it.

If you wish to use the property of another or use the name of another, then you can only legally and lawfully do so when you are granted permission by the owner under licence.

What a licence does **not** mean is qualified or certified. These terms refer to a period of learning or a completion of a set of tasks before qualifications or certifications are issued. They do not refer to the use of another's rights.

Certification can only come from an authority.

When you are required to gain a licence, you must ask yourself, whose rights am I requesting to use? If there is no other living breathing man or woman involved, then you do not need a licence.

Not a Contract

Now that we have established what a contract is, we can cover what one isn't, and even some that are fraudulent.

Service Agreement

A service agreement is not a contract, by its very definition it cannot be. A service agreement is nothing more than your permission to receive a service, and in return you may make a payment if the service is to your liking.

There are two distinct points that clearly highlight that you are not signing a contract.

1. The agreement is in the name of a legal fiction.
2. There is no second signature, only yours.

You have **not** signed a contract, just a form.

A form is nothing more than a written schedule, or order to be observed. Although still considered a legal document, they hold very little weight, if any, in a court of law.

However if you find yourself in an administrative court, and you have lost your rights and jurisdiction, then a service agreement will be forced upon you. This is clearly fraudulent.

An example of a service agreement would be signing up to a utilities company, to supply you with electricity, water, gas or internet.

The name on the form you are signing is a legal fiction, which has no rights and no status.

Although these ***"service"*** agreements are not contracts and there is no recourse if you decide not to pay, as there is no living breathing man or woman whose rights have been violated, it is however honourable to pay for a service you did indeed receive.

Note: However, if it has already been paid, then there is no need to ***re***-pay a second time.

Mandate

Mandates are not contracts; however they do ***require*** a contract, signed by you and a second party, to have any authority over you.

The other party can only force a mandate on to you if you agreed to the mandate via a contract, prior to the mandate being issued.

A mandate, backed up by a duly signed contract is lawfully and legally binding, however if a mandate is applied to you ***without*** a contract signed by you, then you have just become a victim of a criminal act.

Note: A mandate **WITHOUT** a contract is fraud.

To try and impose a fraudulent mandate on to you is a crime that is punishable by up to 5 years imprisonment; furthermore you now have the right to make a financial counter claim against the perpetrator.

To issue a mandate without a contract is considered a Tort, which means a ***"tortious act",*** giving you the right to make a counter claim.

In simple terms there are two parts to a ***lawful*** and ***legal*** mandate:

1. You must first sign a contract with another living breathing man or woman authorising the use of a mandate sometime in the future, usually but not always after a breach of contract.
2. With the contract signed the mandate can now be issued in accordance with the contract; you have given your consent to be forced to do something.

Notice

A notice is similar to a mandate in how it works, and there are many different types of notices, depending on the situation and the requirements of a certain remedy.

However a mandate is an order whereas a notice is a warning that an order is coming.

Notices are a method of giving people an announcement using respect and honour, of your intended actions against them.

It is always respectful to give people fair warning or notice of an action before you carryout said action. This is to allow them time to change their behaviour or retract their claim against you, which caused you to give them notice in the first place.

Note: This is what is referred to as due process.

There are 3 basic types of Notice, however to have any lawful and legal standing they all require the initiation of a 2nd party. You cannot issue a notice without due cause.

1. **Breach of Contract Notice:** This is the most common form of notice, and is used in response to a previously agreed upon and signed contract. For this form of notice to apply to you, there **MUST** be a contract that it is based upon; if not then it is fraudulent.
2. **Counter Claim Notice:** In response to an invalid claim made against you, you are well within your rights to send them a Notice of your intended actions. Again, for this form of

notice to have any lawful and legal standing, someone **MUST** first make the claim against you.

3. **Open Notice:** An open notice is open to everyone and stipulates your intended actions if anyone should violate the notice given. An example would be a notice declaring your property private, placed above your door, stating by appointment only. The notice should also give the penalty for not abiding by the notice.

It must be highlighted that if a notice does not fall into one of these three types of notice, and there is no contract to support the notice, then the notice is fraudulent and criminal. The punishment for issuing such a fraudulent notice is usually 5 years imprisonment.

So when you are on the receiving end of a notice, ask yourself, did you sign a contract beforehand? If not then it is fraudulent.

Bills

The legal definition of a ***"Bill"*** is a written statement for the request of money, which is owed for the supply of goods or service.

However, before a ***Bill*** can be presented, an ***Order*** must be put forward, and consequently accepted. You cannot be issued with a ***Bill*** without first placing the ***Order***.

It is the combination of placing and order resulting in a bill that completes the contract.

For example: when entering a restaurant you would issue your order to the waiter, who has agreed to accept your order and complete it. At the end of the meal the waiter would present the bill.

This is true whenever an ***order*** is made, including in the military, where the personnel have acknowledged the contract to accept the ***order*** and become ***servicemen*** delivering the bill.

When the Government Issues a ***"bill",*** do you remember placing the ***order***, and when a police officer issues you with an ***order***, present your ***bill***.

Regulations

The key to understanding regulations is they must be accompanied by a contract.

Regulations must either be written within a contract or attached to a contract that you have signed with another living breathing man or woman.

You must be given full disclosure and informed consent. Regulations can only be enforced onto you by the man or woman you signed the contract with. If you give notice to end the contract then the regulations no longer apply to you.

An example would be a contract of employment, where you can give notice to end. However if the contract is still valid, then you are bound by the regulations within the contract.

If the contract stipulates, you may agree to abide to regulations given by an agent of the principal, or the man/woman you have the contract with.

This would be similar to a manager of the department you work for, as the manger works for the owner of the business. The manager would be the agent, and the owner would be the principal.

Note: although you may agree to the regulations they cannot be used to violate your rights, or that of another, and the regulations are bound by the limitations of the contract.

Voluntary Regulations

Many people consider they have signed a contract of employment, when in fact they've signed a ***"service agreement."***

This is where you are not given a copy of the contract with a signature of the 2nd party. Without a name of a living breathing man or woman, backed up by their signature, what many have done is just signed an agreement with a legal fiction.

This puts you in a very strong position, as a legal fiction has no rights to violate. Although, if you did agree in principle, then the honourable thing to do is abide by the regulations you agreed to.

Fraudulent Regulations

A fraudulent regulation is a tort or illegal document that is enforced onto you without your signature, or agreement.

People within municipalities, councils and governments have frequently used regulations in a fraudulent and criminal manor.

They try and force you to accept a regulation that is not only, ***not*** signed by a living breathing man or woman and is indeed in the name of a legal fiction, but furthermore the regulation is not even agreed to or signed by you.

They may call these regulations by other names, such as ***legislation***, ***policy***, ***statutory***, ***acts***, ***bills***, ***permits***, and even ***law***. However they are all using the name of a legal fiction and do not have your signature.

Note: the ***public*** are governed and policed by consent; ask yourself, did you consent?

<u>**Check List**</u>

The basics of a contract are not difficult to understand or even remember; below is a short check list to help you remember.

1. You must know the name of the living breathing man or woman you are signing with.
2. You cannot have <u>**ANY**</u> contract with a legal fiction.
3. You can <u>**NOT**</u> have one sided contracts.
4. Your signature <u>**MUST**</u> be on the document to even be considered a contract.
5. If there is no second signature, you have signed a service agreement.
6. A service agreement requires your signature.
7. If it does <u>**NOT**</u> have your signature, it has no legal or lawful standing over you.

Finally, just remember, if you have not agreed to or signed a contract, then it has no legal or lawful standing against you, meaning if someone tries to apply a contract onto to you that you did not sign, they have committed a crime against you, called a tort, and now you have every right to make a counter claim.