

Signature Without Liability Primer

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Without a little foundation, *Signature Without Liability* may be a little confusing. This *primer* is intended to provide some basic foundational knowledge which may make the following writing more understandable. If you have no previous knowledge of these matters, the ride is going to be a bit bumpy. This is always the case when we encounter new truths that do not coincide with knowledge we already hold. At least we think its *knowledge* that we are holding, but as we learn more we may well find differently.

In much of the emerging teachings of law and contractual obligations there is a mention of a *strawman*. The document which follows more appropriately uses the term **Trade Name**. My intent here is to provide an understanding on the creation of the *Strawman* or *Trade Name*. How they come into existence.

In short, a *government issued birth certificate* is issued with consent of one parent at the time of birth. The birth certificate is sent to a government agency, generally the Bureau of Vital Statistics. Here, another 'birth certificate' is issued, this one spelling the name of the baby in all capital letters, creating a fictional entity (strawman or trade name). If the name on the birth certificate were to represent the baby as a natural individual, it would be spelled with the appropriate upper and lower case lettering. For example, John Quincy Adams, **not** JOHN QUINCY ADAMS. The all capitals spelling of the name creates a corporate fiction (a strawman, a trade name), which the government can regulate and control.

With the issuance of a *birth certificate* on this fictional character, this *strawman or trade name* is placed into international commerce. The government issues a bond on the birth certificate in the amount of \$630,000 (today's value), and the bond is sold on a securities exchange. It is always purchased by the same corporation, the Federal Reserve Bank. Through some trickery and deception, the baby becomes the surety which guarantees the payback of the bond. The trick is to get the baby to **volunteer** to pay... all of his (or her) life. And that is what the following essay is about... how to avoid becoming liable for a fictional *strawman* or *trade name* that was a creation of government for the purpose defrauding the individual (the baby).

A little more detailed information...

When a child is born, the hospital generally sends the original, not a copy, of this record of live birth to the State Bureau of Vital Statistics, sometimes called the Department of Health and Rehabilitative Services (HRS). Each STATE is required to supply the corporate UNITED STATES with birth, death, and health statistics. The STATE agency that receives the original record of live birth keeps it and then issues another *Birth Certificate* in a different form where the name of the baby is spelled in ALL CAPITAL LETTERS. This creates a 'legal person' as opposed to a *natural individual*.

The Birth Certificate issued by the State is then *registered* with the U.S. Department of Commerce - - the Executive Office - specifically through their own sub-agency, the U.S. Census Bureau, which is responsible to register vital statistics from all the states. Thus, the *birth certificate* is *registered* in international commerce. The word *registered*, as it is used in commercial law, does not mean that the ALL CAPITAL version of the name was "merely" noted or recorded in a book for future reference purposes. When a *birth certificate* is *registered* with the U.S. Department of Commerce, the Treasury will issue a bond on the value of the *birth certification*. That bond is then made available for purchase on a *securities exchange* and is bought by the Federal Reserve Bank. This purchase then become the authority or collateral to issue *Federal Reserve Notes*, which we use as a medium of exchange.

The value of the bond in today's world is \$630,000. The bond is then held in trust for the Federal Reserve at the Depository Trust Corporation at 55 Water Street in New York City, about two blocks down the street from the Federal Reserve. It is a high-rise office building and the sign in front reads: "The Tower of Power."

This process creates a burden in that the ALL-CAPITAL *legal person* named on the *birth certificate* has become a *surety*, or *guarantor*, a condition and obligation that is automatically and unwittingly assumed unless you rebut the presumption by effectively noticing government.

"Guarantor. Person who becomes secondarily liable for another's debt or performance... One who promises to answer for the debt, default or miscarriage of another." - Black's Law Dictionary, Sixth Edition

From this it is easy to conclude that the baby is to assume the liability for any burden created or associated with the *strawman* or *trade name* listed on the *birth certificate*.

Note:

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There is work in progress on the Fourth Edition.

On Sovereigns

“We of this mighty western Republic have to grapple with the dangers that spring from popular self-government tried on a scale incomparably vaster than ever before in the history of mankind, and from an abounding material prosperity greater also than anything which the world has hitherto seen.”

“As regards the first set of dangers, it behooves us to remember that men can never escape being governed. Either they must govern themselves or they must submit to being governed by others. If from lawlessness or fickleness, from folly or self-indulgence, they refuse to govern themselves then most assuredly in the end they will have to be governed from the outside. They can prevent the need of government from without only by showing they possess the power of government from within. A sovereign cannot make excuses for his failures; a sovereign must accept the responsibility for the exercise of power that inheres in him; and where, as is true in our Republic, the people are sovereign, then the people must show a sober understanding and a sane and steadfast purpose if they are to preserve that orderly liberty upon which as a foundation every republic must rest.”

President Theodore Roosevelt
Opening of the Jamestown Exposition
Norfolk, Virginia, April 26, 1907

“Sovereignty itself is, of course, not subject to law, for it is the author and source of law...”

Yick Wo v. Hopkins
118 U.S. 356; 6 S.Ct. 1064 (1886)
May 10, 1886

Absolute Rights

“As regards right to interfere with contractual obligations of another, ‘absolute rights’ which individual may exercise without reference to motive are rights incident to ownership of property, rights growing out of contractual relations, and right to enter or refuse to enter contractual relations.

“By the ‘absolute rights’ of individuals is meant those which are in their primary and strictest sense, such as would belong to their persons merely in a state of nature, and which every man is entitled to enjoy, whether out of society or in it. The rights of personal security, of personal liberty, and private property do not depend upon the Constitution for their existence. They existed before the Constitution was made, or the government was organized. These are what are termed the ‘absolute rights’ of individuals, which belong to them independently of all government, and which all governments which derive their power from the consent of the governed were instituted to protect.”

Words and Phrases, Volume 1, 1968
West Publishing Company

How to Sign Your Signature Without Liability

An Overview

Big Brother's master plan to subjugate the entire human race is utterly dependent on people continuing to volunteer for and finance their own enslavement. Without such largesse¹ from the public, the Chosen Masters face certain calamity and exposure for their crimes. Heretofore, system operatives have been overwhelmingly successful at duping unwitting victims into "volunteering" for virtually every kind of financial hell imaginable. And make no mistake: it is purely *voluntary*.

The system is working exactly as it is designed to do, and the chroniclers of chaos proudly trumpet their statistics as they inch forward in their dreams of total world domination:

"Bankruptcy filings reach record 1.5 million..."

"NEW YORK – Bankruptcy filings surged 19% to a record 1.5 million last year, as businesses and consumers struggled under heavy debt loads during the economic slowdown.

"Consumer bankruptcies, which accounted for 97% of all filings, jumped 19%, while business bankruptcies rose 13%, according to data released Tuesday by the Administrative office of the U.S. Courts...." (USA TODAY, February 20, 2002)

It is no coincidence that the introduction and popularity of the real-estate board game, Monopoly™, parallels the history of the Moneychangers' financial conquest of America, culminating with its copyright by Parker Brothers in 1935,² the same time that we converted over from a substance- (gold) backed currency to a belief- (credit) backed currency. The game's logo even confesses the caricature of a white-mustachioed English banker, complete with top hat, tails, and cane.

The objective in the board game of Monopoly™ is to drive into bankruptcy all other players—an arrangement otherwise known as a "tontine³ wagering scheme"—and so it is in real life. If you examine the nature of economics in America today you will see that everyone is competing for the same, rationed amount of "Monopoly™ money,"⁴ called Federal Reserve Notes, "FRNs," and attempting to "stay above water" and avoid bankruptcy. This is, by definition, a *de facto* state of war between participants—in both the board game and the game of life. The only way to stay in the game of Monopoly™ and avoid bankruptcy is to obtain more Monopoly™ money from other players. The only way to stay in the game of life and avoid bankruptcy is to somehow obtain more FRNs from the "other players" around you. In both, the outcome is inevitable.

The longest-running game of Monopoly™ lasted 70 days, but still ended the same way as all others before and since: with one player acquiring all the wealth and all the other players bankrupt. Unfortunately, there can be no other final conclusion in the "Federal-Reserve-Note game of life" either, no matter how long you stretch it out—*unless, of course, you simply stop volunteering to play the game!*

¹ Largesse: Generous giving; gift; bounty.

² The Bankruptcy Act of 1938, America's first such legislation, followed shortly thereafter, as well.

³ Tontine: [It. *tontina*, after its inventor, Lorenzo *Tonti*, a Neopolitan] A financial arrangement in which a group of participants share in the arrangement's advantages until all but one has died or defaulted, at which time the whole goes to that survivor.

⁴ All money is *borrowed* into existence, and more money is owed than physically exists because of the requirement for making interest payments on the principal amount loaned. The principal comprises all the money there is, but interest payments have to come from somewhere; thus the depletion of the money supply.

Volunteering

The most devastating form of “volunteering” occurs when someone promises—and people do this unflinchingly every single day—to be responsible for, and pay the debt of, another party. Believe it or not, this is how every unwary soul has sealed his fate. The “TRADE NAME game,” *i.e.* that which the content of this book is dedicated to exposing, untangling, and rectifying, has an evil twin that works in concert with it. As you will discover toward the end of this article, the Legal Masters of the World are factually eminently aware of the distinction between your true name and TRADE NAME and have come up with an incredibly ingenious device for exploiting the difference without tipping their hand.

The reason that every complaint unflinchingly cites the defendant’s/respondent’s name in all-capital letters; the reason the name on every license is set in CAPITAL LETTERS; the reason the name on every Social Security card has been *converted* from English (as originally written on the application) into legalese; the reason that all banks insist on listing all accounts *not* in the true name of the party who walks in and fills out the forms, but in the artificial TRADE NAME associated therewith, is the same: to conduct business with you via an unknown, invisible, corporately colored artificial person that is subject to all statutory regulation and therefore under their complete control and power. The same applies equally when either of the two names is called out verbally.⁵ Remember: differently constructed names comprise distinct items of property, however similar. Filing a UCC Financing Statement is the first step in releasing yourself from these bonds; the second is cessation of volunteering to be responsible for the TRADE NAME’S obligations by signing on its behalf.

When someone signs his name on a commercial instrument listed in his straw man’s TRADE NAME he finalizes his financial obligations in that particular transaction, and also contributes just that much more in the Chosen Masters’ designs for a New World Order. That “Order” is an “*economic pecking order*,” with them owning literally everything at the top, and you and your family and friends owning nothing (including your labor) at the bottom.

Article 3 (Negotiable Instruments) of the Uniform Commercial Code has been written to augment the liabilities that come with signing on behalf of another, but has also been encrypted to keep curious slaves from finding out how they are being duped. Because the Legal Masters of the World cannot bind us into perpetual servitude without also offering a route for escape, we have remedy in the UCC.

Unraveling the Mystery

The key entry point into Article 3 on the subject of signatures is this:

“... The general rule is that a signature is an indorsement if the instrument does not indicate an unambiguous intent of the signer not to sign as an indorser. Intent may be determined by words accompanying the signature, the place of signature, or other circumstances....” UCC 3-204, Note 1, paragraph 2. (Underline emphasis added)

Even without defining the key term, “indorser,” the meaning is clear: in the absence of indicating “an unambiguous intent,” a signature can be construed as an “indorsement.”

⁵ This point is thoroughly addressed in the discussion on “appellation” in Section 1, “Maintaining Fiscal Integrity,” in the segment entitled “The Underlying Con Beneath the Con,” beginning on page 10 of that essay.

“‘Indorser’ means a person who makes an indorsement.” UCC 3-204(b).

“‘Indorsement’ means a signature, other than that of a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of (ii) negotiating the instrument, (ii) restricting payment of the instrument, or (iii) incurring indorser’s liability on the instrument, but regardless of the intent of the signer, a signature and its accompanying words is an indorsement unless the accompanying words, terms of the instrument, place of the signature, or other circumstances unambiguously indicate that the signature was made for a purpose other than indorsement. For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument.” UCC 3-204(a). (Underline emphasis added)

Makers, drawers, and acceptors are the primary types of signers of negotiable instruments:

- “‘Maker’ means a person who signs or is identified in a note as a person undertaking to pay.” UCC 3-103(5).
- “‘Drawer’ means a person who signs or is identified in a draft as a person ordering payment. UCC 3-103(3).
- “‘Acceptor’ means a drawee who has accepted a draft.” UCC 3-103(1).
- “‘Drawee’ means a person ordered in a draft to make payment. UCC 3-103(2).

Accommodation Parties

How could one sign a negotiable instrument (irrespective of the signer's awareness that what he is signing is a negotiable instrument) and incur liability as anything other than a maker, drawer, or acceptor? Answer: As an “accommodation party.”

Accommodation party is described in Note 1 under UCC 3-419:

“...An accommodation party is a person who signs an instrument to benefit the accommodated party either by signing at the time value is obtained by the accommodated party or later, and who is not a direct beneficiary of the value obtained. An accommodation party will usually be a co-maker or anomalous indorser....” (Underline emphasis added)

In the UCC, one of the meanings of *value* is, essentially, “credit.” You qualify on this point because you have been the sole source of credit for your TRADE NAME since inception (birth), and are not a direct beneficiary of the value given (what you get is *liability*).

The meaning of *co-maker* can be deduced from the definition of *maker* above—but is nevertheless a subordinate identifier in respect of *accommodation party*.

Anomalous means “departing from the common rule; irregular.” The UCC defines *anomalous indorsement* as follows:

“‘Anomalous indorsement’ means an indorsement made by a person who is not the holder of the instrument. An anomalous indorsement does not affect the manner in which the instrument may be negotiated.” UCC 3-205(d). (Underline emphasis added)

An *anomalous indorsement* is made by a party that is not the holder of the instrument (*i.e.* no rights in the instrument), and qualifies, nevertheless, as a valid endorsement (even though not specifically that of maker, drawer, or acceptor), and would not adversely affect the negotiability of the instrument. That this Section is imbued with vagueness opens the door for other factors to enter in, but we are not told what those factors might be (the purpose of “codes”).

Summing up on *accommodation party*: someone who signs on behalf of another for the purpose of benefiting that party, and who also is not a direct beneficiary of the value obtained by the accommodated party. An accommodation party is *not* a maker, *not* a drawer, and *not* an acceptor, but has an “anomalous” role in the indorsement process. Apparently, an accommodation party bears full liability for the accommodated party, but stands to gain nothing by participating. This is obviously the most inferior status one can have, because he is completely out of control of his own destiny, based on the mischief that the TRADE NAME gets into and the misadventures that follow thereafter.

Wrapping up on *accommodation party*, the worst (kiss of death) has been saved for last:

“An accommodation party is always a surety.” UCC 3-419, Note 3, paragraph 2.

As you know from “The Curse of Co-Suretyship” in Section 3, a surety is utterly responsible for anything and everything that the principal debtor is responsible for, including both payment and specific performance. An accommodation party is automatically and always a surety for the accommodated party.

When you, the flesh-and-blood man/woman, sign an instrument (even if you do not know that you are signing a negotiable instrument, such as a traffic ticket) bearing the straw man’s TRADE NAME, you are signing as an accommodation party and bear full personal responsibility and accountability for whatever the straw man has gotten itself into, including the potential for incarceration. Remember: a surety is an equal of the principal. The creditor is authorized to treat the surety *exactly* as though the surety were the principal debtor, and extract both payment and specific performance. Since your straw man is rather difficult to locate and identify (no physical existence), you and your body serve nicely.

Light at the End of the Tunnel

Now for the \$64 question: How can you avoid ever being considered as an accommodation party, your signature ever being construed as an accommodation signature? The answer is found in Notes 1 and 2 of Section 3-402:

“1. Subsection (a) states when the represented person is bound on an instrument if the instrument is signed by a representative. If under the law of agency the represented person would be bound by the act of the representative in signing either the name of the represented person or that of the representative, the signature is the authorized signature of the represented person....” (Underline and bold emphasis added)

“2.... Subsection (b)(1) states that if the form of the signature unambiguously shows that if it is made on behalf of an identified represented person (for example ‘P, by A, Treasurer’) the agent is not liable. This is a workable standard for a court to apply....” (Underline and bold emphasis added)

Translation: You are removed from the realm of liability of being construed as a maker, drawer, acceptor, or accommodation party (and therefore, as a surety) by unambiguously identifying your signature as that of "Authorized Representative."

Signing in this fashion removes all doubt ("*unambiguously indicates*") re the exact identification of the signing party. It also relieves the signer of all legal liability for the principal's ("*represented person's*") obligation.

The key is to be as unambiguous and as expositional as you can, to reveal as much as possible about your agency status in however little space you have to work with on the instrument. Writing "above and below" works also, as long as it is unambiguous. Some interchangeable examples of workable signatures:

- JOHN HENRY DOE[©], by *John Henry Doe*[©], Authorized Representative
- JOHN H. DOE[©], by *John Henry Doe*[©], Auth. Rep.
- JOHN DOE[©], by *John Henry Doe*[©], Agent
- By order of: JOHN HENRY DOE[©], by *John Henry Doe*[©], Authorized Representative
- By order of: JOHN H. DOE[©], by *John Henry Doe*[©], Auth. Rep.
- By order of: JOHN DOE[©], by *John Henry Doe*[©], Agent
- By *John Henry Doe*[©], Authorized Representative
- By *John Henry Doe*[©], Auth. Rep.
- By *John Henry Doe*[©], Agent
- By order of: JOHN HENRY DOE[©],
by *John Henry Doe*[©], Authorized Representative
- By order of: JOHN H. DOE[©],
by *John Henry Doe*[©], Auth. Rep.
- By order of: JOHN DOE[©],
by *John Henry Doe*[©], Agent

Also inserting the words, "Authorized Signature," in a conspicuous, unambiguous manner, (such as below the signature line) helps in indicating signer's agency status.

Total Confirmation from Big Brother of the Validity of What We are Doing

The final segment of this short essay reveals something that will convince even the fiercest naysayer (at least those who are not on Big Brother's payroll) of the correctness of our hunches and the criminal intent of the Legal Masters of the World.

Looking at Note 3 of UCC 3-402, which has to do with checks, we find:

"Subsection 3 is directed at the check cases. It states that if the check identifies the represented person (sic) the agent who signs does not have to indicate agency status. Virtually all checks used today are in personalized form (sic) which identify the person on whose account the check is drawn. In this case nobody is deceived into thinking that the person signing the check is meant to be liable...." (Underline emphasis added)

Therefore, apparently:

- When the name of the “represented person” is printed on the face of the check, any agent signing for the represented person need not indicate agency status;
- Virtually all checks used today are “personalized” to identify the account holder; and
- Since virtually all checks used today are personalized, nobody is deceived into thinking that the person signing the check is meant to be liable if he is signing as an agent.

Follow this procedure:

- Go online and pull up: www.Deluxe.com;
- Under “Personal Checks,” click on “Browse Our Full Line of Check Designs”;
- Wait a few moments while the next page, “Deluxe Personal Checks Catalog,” comes up;
- Click on “About Checks” and then scroll down to “Check Security Features”; and
- Observe the arrow marked, “MicroPrinting,” and pointing at the signature line of the check

Next, take out one of your personal (not business) checks and place it under a magnifying glass or microscope. Place it so the signature line is directly under the lens. Below is a blowup of what you will see when you scrutinize the line:

“...URE AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE AUTHORIZED SIG...”

Editing Note 3 of UCC 3-402 from above:

“In this case nobody [*except the signer*] is deceived into thinking that the person signing the check is meant to be liable.”

Deluxe openly prints out the words “Authorized Signature” underneath the signature line on business checks, but disguises the same proclamation on personal checks. The reason the signature line on a personal check is made up of the words, “AUTHORIZED SIGNATURE,” is because it is a physical impossibility that the account holder will ever sign the check. The account holder is an artificial person, e.g. “JOHN HENRY DOE,” and exists *in name only*. The Fed knows that every signature appearing on a personal check is the signature of the flesh-and-blood agent, the authorized representative. However, this fact must be concealed in order to cause the signer to believe that he is the principal, when he actually signs on as accommodation party, *i.e.* surety, and therefore 100% liable for everything the principal is liable for. This applies in every signature on every document, not just personal checks.

Deluxe and other check-manufacturing companies must do this if they want to sell personal checks to Fed customers. Apparently, this is how the Fed justifies their deceit and duplicity:

“We told ‘em. We put it right there on the check leaf. We can’t help it if they’re too stupid to know that they are the authorized representative. When they decided to accept responsibility as the accommodation party for the account holder, they did so voluntarily. We can’t help it if they volunteer to do something. We did everything we could to make it easier for them. We even personalized the checks with the account holder’s name and spelled out “*AUTHORIZED SIGNATURE*” right there on the signature line to save them the headache of having to write out “*Authorized Representative*” every time they signed a check. We can’t be blamed for their ignorance.”

We were not supposed to find out about this device—but its existence is a full-blown confession and acknowledgment and validation of everything propounded in this book re the distinction between true name and TRADE NAME. Big Brother knows precisely what it is doing re subjugating us via the names. Welcome to the real world.

Your Signature

If UCC-delineated check-signing procedures are so important for Federal Reserve owners and the manufacturers of checks used within that system, it should be important for you, as well. The overwhelming significance of Fed acknowledgment of the difference between the names by virtue of the inclusion of this artifice on every check cannot be exaggerated. In fact, this discovery alone is conclusive proof of their deceit in every controversy involving the TRADE NAME. Remember, the Fed literally owns the government, and therefore everything in America. This is confirmed in Senate Document 43, 73rd Congress, 1st Session (see entry by the same name in *Glossary*).

The message: you do not have to continue to volunteer to be responsible for the TRADE NAME'S obligations, financial and otherwise. You can begin affixing your signature in the proper fashion now that you know the truth. You can always prove that you are nothing more than the authorized rep merely by pointing out the statement made on the signature line of your checking account.

This phenomenon has unlimited application in your life. It is so profound that if someone were to be arrested and subsequently asked to sign a bond, he could do so as set forth above and incur zero liability for ever having anything to do with either the bond or the criminal charge associated therewith. The distinction between the parties is undeniable.

In closing, the check-signature-line subterfuge can be used to prove the legal correctness of what we are doing with anyone, including a stubborn secretary of state who refuses to file a financing statement based on the hackneyed ruse that you are contracting with yourself. If there were no difference between TRADE NAME and true name, the Fed would not have taken such extreme measures to conceal the fact that the signer of a personal check is only the agent. This revelation should bring about a sharp improvement in the lives of (former) slaves whenever a signature is required (see success story #9 in "Real World Successes" for an actual example of the application of this knowledge).